

**PROFESSIONAL SERVICES AGREEMENT**  
**(Not Construction Related)**  
**With WESTERN TOWING OF PHOENIX, INC.**  
**For City Fleet Towing and Police Directed Citizen Vehicle Towing**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Western Towing of Phoenix, a Delaware corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date").

**RECITALS**

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit A**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

**AGREEMENT**

The parties hereby agree as follows:

**1. Key Personnel; Other Consultants and Subcontractors.**

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
    - (2) The City must approve the designated Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
  - c. Discharge, Reassign, Replacement.
    - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
    - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

- d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

- (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

- (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$750,000 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
  - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit C** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
  - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit C** and any unused allowance at the completion of the Project will remain with City.
  - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
  - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

### 5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

## 6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit. Should include coverage for Plan administration and fiduciary administrative duties. Full description of the E&O Coverage provided.
- d. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
- e. **Fidelity Insurance (Crime Bond)**
  - (1) The policy shall be issued with minimum limits of \$1,000,000.
  - (2) The policy shall include coverage for all directors, officers, agents and employees of the Offeror.
  - (3) The policy shall include coverage for third party fidelity.
  - (4) The policy shall include coverage for theft.

- (5) The policy shall contain no requirement for arrest and conviction.
  - (6) The policy shall cover loss outside the premises of the Named Insured.
  - (7) The Department shall be endorsed (Blanket Endorsements are not acceptable) as a Loss Payee as our interest may appear.
- f. Cyber Liability – with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the policy is written on a claims-made basis a Retroactive Date must be shown as indicated item v) above.

## 8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision apply even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

## 8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
  - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Western Towing of Phoenix, Inc  
c/o Wesley Graff  
P.O. Box 34090  
Phoenix, AZ 85067  
wesley.graff@roadonewest.com  
623-842-6382

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Connie Schneider  
5850 W Glendale Ave, Suite 317  
Glendale, Arizona 85301

[procurement@glendaleaz.com](mailto:procurement@glendaleaz.com)

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

**13. Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

**14. Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

**15. Term.**

- 15.1 **Renewals.** The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least sixty (60) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 **Extension for Procurement Process.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least (60) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

**16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**17. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies And political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:  
<http://www.mesaaz.gov/business/purchasing/save>

**18. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A      Project – Scope of Work
- Exhibit B      Compensation
- Exhibit C      Vendor Response to RFP 22-27

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation

By: \_\_\_\_\_  
Its: City Manager

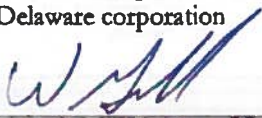
ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

Western Towing of Phoenix,  
A Delaware corporation

  
By: Wesley Graff  
Its: President Western Towing

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT – SCOPE OF WORK**

**Contractor will provide the purchase and delivery of City Fleet Towing and Police Directed Citizen Vehicle Towing services for City of Glendale as defined in EXHIBIT A attached herein.**



**City of Glendale**  
**Solicitation Number: RFP 22-27 / 42200046**  
**CITY FLEET TOWING AND POLICE DIRECTED**  
**CITIZEN VEHICLE TOWING**

**EXHIBIT A**  
**CITY OF GLENDALE**  
Procurement Division  
5850 West Glendale Avenue,  
Suite 317  
Glendale, Arizona 85301

## **1. INTRODUCTION**

- 1.1 The City of Glendale (City) is soliciting Requests for Proposals from qualified vendors to establish a multi-year term contract for towing services on an “as needed” basis.
- 1.2 The resultant contract will include towing services for abandoned and non-abandoned vehicles, City of Glendale vehicles that have become disabled, including the provision of flat tire changing services to City of Glendale vehicles, vehicle storage and auctioning services. Also included are tows of City of Glendale vehicles to repair facilities. City vehicles will not be towed to the Contractor’s storage yard. Offers consisting of a rotational process shall not be accepted and will not be considered.
- 1.3 Historically, the City has not systematically measured the performance of the towing services contracts. Staff has dealt with performance issues as they have occurred, but the City seeks to move to a more consistent cadence of interaction with contracts based on regularly collected performance data. Therefore, the City is seeking a contractor with a history of proactive communication, responsiveness, and ability to track key indicators of performance.

## **2. OBJECTIVES**

- 2.1 The City of Glendale desires to contract for towing services. The intended contract will include towing for the various types of City owned or leased fleet equipment. In addition, the Contract will also include citizen towing, which shall be towing services for private vehicles requested by the City of Glendale Police Department.
- 2.2 It is the intent of this solicitation to assist in maintaining the safe condition of City streets by promptly clearing roadways of accidents, disabled and abandoned vehicles. This is critical to the safe flow and efficient movement of citizens and their vehicles; and
- 2.3 Release police officers from the scene in a timely manner to return to other duties. This is critical to ensure that officers are available to service and protect Glendale citizens; and
- 2.4 Provide citizens with an option for their towing needs.
- 2.5 A successful partnership with the Contractor will involve the following:
  - A. Minimal oversight and monitoring by the City. The City seeks a contractor who can adhere to the specifications set forth in this RFP and use their expertise, knowledge and capabilities to perform the scope of work consistently with minimal oversight and monitoring by the City. The City also



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**CITY OF GLENDALE**  
Procurement Division  
5850 West Glendale Avenue,  
Suite 317  
Glendale, Arizona 85301

seeks a contractor who invests in their staff, have minimal turnover, and provide regular training to staff in order to continue to perform efficiently and effectively.

### 3. SCOPE OF WORK

3.1 The City of Glendale is a thriving and growing city located in the Phoenix metropolitan area, nine miles northwest of downtown Phoenix. Glendale is located in the west valley area, an area characterized by flat desert landscapes with outlying mountain ranges surrounding the area. Glendale is the sixth largest city in Arizona, and the fifth largest in the Phoenix Metropolitan area in terms of population, with an estimated 252,381 people.

3.2 The City requires towing services to provide assistance for citizens involved in accidents, towing abandoned vehicles, vehicles left in the roadways, illegally parked vehicles, and other law enforcement impoundments. The City also requires flat tire changing service, vehicle storage, auctioning services when vehicles have been lawfully impounded and determined to be abandoned by the Arizona Department of Transportation Motor Vehicle.

3.3 **CALL FREQUENCIES** The following estimated call frequencies are based on historical data and are provided for informational purposes only.

A. **ESTIMATED NUMBER OF TOWS** The City does guarantee that a minimum number of tows will occur during the term of this contract. Contractors should be aware that the tow service will be used on an "as needed" basis. The only assurance the City makes for non-city owned vehicles is that if the citizen does not request a specific towing service, the Contractor will be called by the GPD. For City-owned vehicles the selected vendor will be utilized.

B. It is estimated that the following percentage of calls will be made by the GPD:  
94% - 15,000 pounds or under gross vehicle weight  
5% - Over 15,000 pounds gross vehicle weight, but under 26,000  
1% - Over 26,000 pounds gross vehicle weight

i. In addition, it is estimated that approximately 60% of all calls occur during the night or weekend hours and 40% occur during the business hours.

C. It is estimated that the following percentage of calls will be made by the City of Glendale, Fleet Management:  
50% - 15,000 pounds or under gross vehicle weight  
30% - Over 15,000 pounds gross vehicle weight, but under 26,000 pounds  
20% - Over 26,000 pounds gross vehicle weight



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i. In addition, it is estimated that approximately 95% of all calls occur during the day hours.

D. Actual experience may vary from these figures and the City does not guarantee that a minimum number of tows will occur or that they occur in any ratio when comparing one time versus another.

**3.4 TOWING DURATION:** Contractor's towing responsibility continues upon hookup until one of the following have occurred:

A. The insurance company, customer or customer's agent takes possession of the vehicle; or

B. The Contractor is instructed by the insurance company, customer or customer's agent to tow the vehicle to another location; or

C. Until the Contractor takes title by reason of abandonment.

**3.5 VENDOR QUALIFICATIONS**

A. Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations.

B. Contractor shall hire, train, supervise all drivers, and be compliant with all vehicle repair and maintenance of their fleet, in accordance with the laws of the State of Arizona and rules and regulations of the Department of Public Safety of the State of Arizona.

C. Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the requires services herein.

D. Contractor's drivers shall have a minimum of two (2) consecutive years of experience working in the capacity of a lead driver. Each driver shall have current and valid driver's license class and endorsement as appropriate for the size and class of vehicle they are operating. Lead Drivers are defined as those which operate towing vehicles for the Contractor as a sale operator or as the lead operator when more than one operator is in the towing equipment.

E. The Contractor, their drivers and equipment shall adhere to all rules and regulations, including, but not limited to; Arizona Revised Statutes, Title 28 and the State of Arizona Department of Public Safety (AZDPS) Tow Truck Rules and Regulations (see link [https://www.azdps.gov/sites/default/files/media/Tow\\_Truck\\_Regulations.pdf](https://www.azdps.gov/sites/default/files/media/Tow_Truck_Regulations.pdf), throughout the term of the Contract including all extension periods.



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- F. The Contractor shall have and maintain representation located in the Glendale/Phoenix Metropolitan area, with the ability and authority to address all Contract issues that may develop. The Contractor shall assign one (1) person to deal with the Contract Administrator, for purposes of administering all aspects of this Contract and all questions relating to this Contract. The Contractor shall provide the individual's name and complete contact information.
- G. The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this Contract shall meet all requirements, term and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor. The subcontractor will be required to maintain their own insurance or be covered under the awarded vendor's insurance.

**3.6 CONTRACTOR SERVICES**

- A. Contractor shall furnish all labor, materials, and equipment necessary for the completion of the scope of work described herein.
- B. Contractor must have sufficient personnel and equipment for operation of the tow service to always ensure full compliance with the terms and conditions of this Contract.
- C. Contractor shall provide a complete list of all vehicles (specify capacity), equipment and supplies they plan to use in the performance of the contract.
  - i. All equipment used for performance of work under the scope of this Contract, shall be maintained in a safe operating condition, and shall comply with all Federal, State, Local, ANSI, and OSHA laws, rules, and regulations and be legally licensed for this type of work by the State of Arizona Motor Vehicle Division (AZ MVD).
- D. Contractor shall protect and prevent damage to wires, cable, structures, fences, vehicles, trees, plants and other artifacts. Any damage to public or private property shall be corrected by repair or replacement by the Contractor, at the Contractor's expense, to the satisfaction of the property owner and/or the Contract Administrator.
- E. After award of this RFP, Contractor(s) shall be REQUIRED to participate in a post award conference for the purpose of ensuring a complete understanding of the requirements of the contract.



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- F. This is a performance-based, all-inclusive, towing services contract. The City will require towing services to be performed to the total expectations of the specifications without regard to number of hours needed to perform the specifications herein. The City is requiring the Contractor adhere to the specifications set forth, as a minimum, and performs the requirements with expertise, knowledge, and capability with minimal monitoring by the City. The City is the sole judge of said quality and required frequency of services.
- 3.7 **PROVISIONS** Title 28 of the Arizona Revised Statutes (A.R.S.) is made a part of this solicitation and any resultant contract (agreement). In addition, Title 13, Chapter 3, of the Arizona Administrative Code is made a part of this solicitation and any resultant contract.
- 3.8 **GLENDALE CITY CODE** The Glendale City Code Chapter 24, Motor Vehicle and Traffic, Article IX Impoundment of Vehicles as it now exists or may be amended, which authorize the GPD to remove wrecked vehicles from collision scene, vehicles which constitute a traffic hazard, those vehicles where the driver has been placed under arrest, those declared abandoned, is made a part of this solicitation and any resultant contract.
- 3.9 **ORGANIZATIONAL STATUS** The resultant contract is not intended to and shall not constitute, give rise to or otherwise recognize a joint venture, partnership agreement or any other formal business organization or association of any kind between the parties and the rights and obligations of the parties shall be only those expressly stated in the contract. The parties hereby agree that no person supplied by the Contractor in the performance of this contract shall be an employee of the City and further agree that no right of the City's Civil Service, retirement or personnel rules shall accrue to such persons. Contractor shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, Workmen's Compensation and occupational disease compensation insurance, all unemployment compensation, other benefits and all taxes and premiums pertinent thereto concerning any person(s) supplied by the Contractor in the performance of this contract, and Contractor shall indemnify and hold the City harmless with respect thereto.
- 3.10 **CONTINUATION DURING DISPUTE** Contractor and the City hereby agree that, notwithstanding the existence of any dispute between the parties or any other provisions of this contract and insofar as is possible under the terms of the contract, each party shall continue to perform the obligations imposed on it under this contract during the continuation of any such dispute unless enjoined or prohibited by any court of competent jurisdiction or the contract is terminated.
- 3.11 **ASSIGNS AND SUBCONTRACTS** Proposals submitted with the intention to Sub-Contract with another towing company, will only be considered if, (1) the number of Sub-Contractors is limited to one firm; (2) the Contractor identifies Sub-Contractor; (3) the Contractor(s) listed Sub-Contractor is not listed by any other Contractor(s);



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and, (4) all drivers the Sub-Contractor intends to use/supply are certified by the Sub-Contractor to be employees (not independent Contractors) of the Sub-Contractor.

- A. Subcontract for towing equipment and services shall include all the terms and conditions set forth herein which shall apply with equal force to the Sub-Contractor, as if the Sub-Contractor were the City's Contractor. Contractor is ultimately responsible for contract performance and compliance, whether or not a Sub-Contractor is used.
- B. If Contractor submits a proposal as a joint venture, the joint venture agreement itself is not considered to be a contract/Sub-Contractor arrangement. There shall be no assignment, subletting, or transfer of the interests of the Contractor in any of the work covered by this Contract without the written consent of the City of Glendale. In the event the City gives such consent, the terms and conditions of this contract shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred.
- C. Any attempted assignment, subletting or transfer of the interests of the Contractor either in whole or in part, without such consent, shall be null and void and in such event, the City will have the right to immediately terminate this contract for default.

3.12 **CONTRACTOR'S POLICIES AND PROCEDURES** Contractor shall provide its company policies and procedures for receiving and resolving complaints from City Contract Administrator or designee. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints. No changes to such policies and procedures are allowed without the written consent of the Contract Administrator or designee. Include samples of any informational materials the firm would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established. Provide a draft sample of any informational handout that will be provided, per the Scope of Services.

3.13 **QUALITY ASSURANCE** A City Contract Administrator or designee will be assigned to work with Contractor as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that material furnished and work performed by Contractor fails to fulfill the requirements of the proposal and the contract. The City Contract Administrator or designee may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligation to furnish acceptable service or to provide complete performance that is satisfactory.

3.14 **BILLING AND PAYMENTS** The Contractor is to have sufficient equipment and personnel at the storage lot to promptly complete the invoicing and payment process and release, the vehicle. Contract shall maintain business hours as outlined under herein. This must be accomplished at the owner's, insurance companies or owner's



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agents' initial appearance to claim the vehicle, with appropriate documentation for release.

- A. Fees for services provided under this contract will be paid directly to the Contractor by the individual(s) who own or are otherwise responsible for the towed vehicle. The City will not be responsible for non-payment of bills tendered to persons other than the City, included individual(s) involved in the collision(s) or owners of abandoned vehicles. For the citizen's convenience, the Contractor must accept cash and credit card as methods of payment.
- B. Prices for the towing of impound vehicles requiring the Contractor to tow to a City-owned storage area, or disabled City vehicles, or flat tire repair or tows to a repair facility shall be paid to the Contractor by the City. The Contractor shall submit invoice to the GPD Contract Administrator for impounds.
- C. Invoices for City-owned vehicles shall be submitted to the Fleet Management, at **6210 West Myrtle Ave. Glendale, AZ 85301**. Invoices must include information as outlined herein.
- D. The Incident Report (IR) Number shall be written or printed on every invoice prepared by the Contractor for all tows provided under this contract. A IR number is not required for towing of disabled city vehicles, flat tire repairs or tows to a repair facility.

3.15 **NOTICE OF PRICE** Notice to persons receiving towing and storage service under this contract will be provided in two ways:

A. **TRACKING DATABASE**

A. **CITY**

The Police Officer and collision investigator may deliver to the person in charge of the vehicle, a copy of the prices authorized in this contract.

B. **CONTRACTOR**

i. **INVOICE**

An invoice listing separately all services performed and their individual cost, is to be signed by customer and a copy issued when vehicle is released. The service fees appearing on the invoice are to be described and priced in the same manner as they appear on the proposal's price schedule. Customer is to sign and receive a copy of the invoice and receive a copy of the "City of Glendale, Contract Price List" form when invoiced. Customer is to receive only one invoice for all charges.



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ii. The invoice is to include the following statement: "All prices for towing and storage are regulated by an Agreement with the City and are not to exceed these stated amounts or include any additional costs not on this listing. The listed fees are the only allowable charges under the Agreement. The Agreement covers all towing services beginning from dispatch, towing, storage and ending at the physical release of the vehicle from the storage lot."

The invoice is also to include:

- Date and time vehicle is released;
- Name of towing firm to which vehicle is released from the storage lot;
- Name of insurance company the towing firm is contracted by, towing or responsible party;
- DR Number.

iii. **CONTRACT PRICE LIST**

A listing of all towing and service prices as contracted shall be issued to the customer at pick-up and a copy issued when invoiced, at time of vehicle release from storage lot. A copy of the signed listing shall be maintained in the customer record file with the invoice.

3.16 **EXTRAORDINARY SITUATIONS** Extraordinary situations shall be defined as burned vehicles, mountainside vehicles, vehicles in lakes, canals, or pools, or vehicles in desert areas requiring a four-wheel drive tow truck or special equipment. Burned vehicles are described as vehicles burned beyond the engine compartment, and/or with at least three (3) tires lost as a result of the fire. Extraordinary situations charges shall be pro-rated in fifteen (15) minute increments and shall only encompass the time spent on recovery of the vehicle to a towable position. In the event of an extraordinary situation, Contractor shall document their invoice describing the situation in sufficient detail. The GPD Towing Contact Administrator, or designee, shall have sole discretion in determining extraordinary situations, for each individual vehicle.

3.17 **CONTRACTOR'S EMPLOYEES** Contractor shall have available throughout the term of the contract sufficiently trained and qualified personnel for the operation of the required tow trucks, office, and dispatching functions, as specified at the time of proposal submission.

A. Contractor shall staff their vehicle storage facility with qualified staff during normal business hours 8:00 a.m.-5:00 p.m. Monday-Friday and 8:00 a.m.-noon Saturday, except for the following holidays: New Year's Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day for the purpose of vehicle release or appraisal.



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- B. All drivers shall be employees of the Contractor, unless the proposal is submitted with the intent to Sub-Contract with another towing company, in which case the drivers shall be employees of the Sub-Contractor.
- C. It is essential that the Contractor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under the contract.
- D. Contractor is not allowed to employ undocumented workers to perform towing services or any services under this contract. Contractor will be required to warrant compliance with all applicable federal and state immigration laws, including A.R.S. § 41-4401 and A.R.S. § 23-214(A), which requires registration and participation with the E-Verify Program. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program

3.18 **ENGLISH SPEAKING REQUIREMENTS** All personnel assigned to this contract must be literate and fluent in the English language. There is to be at least one (1) person or more, as directed by the City, on each shift on site, who can speak, read and write English. This is not meant to require that all of Contractor's personnel speak, read, and write English. Most tasks may require only the job Supervisor or crew leader, to speak, read, and write English. This requirement is necessary due to the following reasons, which include but are not limited to:

- A. Warnings of emergencies and hazards;
- B. Preparation of reports as specified;
- C. Communication with City Personnel and Vehicle Owners to the significance of the above listed reasons, the English requirement is to enhance communications between Contractor representatives, the City, and between Contractor representatives and the public.

3.19 **UNIFORMS** All Contractor employees shall always maintain and have in their possession a picture identification. The picture identification must be made available upon request. All employees must always wear a company uniform (shirt or vest), identified with the company name.

3.20 **TOW TRACKING DATABASE** Contractor shall have an electronic tracking database and provide the City of Glendale Police Department with a username and password to the tow tracking database used by the Contractor. Database shall include at a minimum:

- A. Location where the vehicle was picked up.
- B. Location where the vehicle was taken.



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- C. The date and time of the pick-up.
- D. Date and time of release.
- E. Make, model, color and year of vehicle.
- F. License plate number and state issue.
- G. Vehicle identification number.
- H. Name of individual that vehicle was released to.
- I. Notice of charges.
- J. Identity of the Contractor's driver providing towing service.
- K. Detail of all services and related charges assessed on the vehicle, including any owner/agent requested services.
- L. IR Number. The IR is not provided for towing of City vehicles or flat tire repair.
  
- M. Contractor shall maintain a record, either electronically or manually, that is easily separated from all other records the Contractor may keep, of each vehicle towed under this contract. The customer record file is to include the master log, signed invoice and service fee listing and must be maintained alphabetically by last name or the Vehicle Identification Number. The invoice shall be presented to the customer upon the customer's request for the invoice.

3.21 **LICENSES** Contractor shall maintain current State and City licenses for the operation of the contractor's towing business.

3.22 **RESPONSE TIME EVALUATIONS** The City may conduct response time evaluations to determine compliance. The tow request log will be the appropriate documentation for response audits and complaint issues.

- A. Upon request by the City, the Contractor shall prepare a written explanation for any incident in which the Contractor's response time is not in compliance with requirements of this contract. The explanation of the Contractor shall include a full discussion of the circumstances of the incident and any corrective action required to comply with the provisions of this contract during the remainder of the terms of this contract.
- B. In addition to the foregoing, the City may in its discretion periodically survey to determine level of public satisfaction with towing service rendered pursuant to this contract. The Contractor may be allowed an opportunity to respond to any unfavorable responses from users.

3.23 **REPORTING** Contractor shall submit all necessary reports to the Arizona Department of Transportation and the GPD in accordance with A.R.S. Title 28.

3.24 **SOLICITATION OF REPAIR BUSINESS FOR VEHICLES TOWED** Contractor shall not solicit business for any vehicle repair shop(s), or other repair services, prior to or during the towing process pursuant to this contract. The towing portion of this



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contract is deemed completed when the vehicle has been towed and is "off-hook."  
(When tow has been dropped at yard).

- 3.25 **24-HOUR CONTACT INFORMATION** Contractor shall supply the GPD and Fleet Management with a single twenty-four (24) hour telephone number for requests for towing and flat tire service. The Contractor shall have the telephone number prominently posted at the storage location for after-hour release of vehicles and the Contractor shall provide for after-hour release of vehicles.

There shall be only one phone number used to contact the Contractor. Contractor is responsible for any coordination and communications with a Sub-Contractor.

- 3.26 The GPD dispatcher will provide the Contractor with the DR Number at the time of the call with a description (manufacturer's name, model and year) of the vehicle to be towed.

3.27 **TOWING SERVICES**

- A. **VEHICLES, EQUIPMENT AND SUPPLIES** Contractor shall provide sufficient tow trucks, equipment, and supplies for operation of the tow service to adequately handle the volume and variety of anticipated calls at the time of proposal submission.
- B. Contractor shall specify the method they will use to provide a heavy-duty tow truck for vehicles over 26,000 lbs GVW.
- C. Contractor's tow trucks shall have a two-way radio system, or mobile phones, with twenty-four (24) hour dispatching.
- D. All equipment used for performance of work under the scope of this Contract, shall be maintained in a safe operating condition, and shall comply with all Federal, State, Local, ANSI, and OSHA laws, rules, and regulations and be legally licensed for this type of work by the State of Arizona Motor Vehicle Division (AZ MVD).
- E. **CONTRACTOR VEHICLES** Contractor's tow vehicles shall be clearly marked with the company name and/or logo and shall display the Department of Public Safety Inspection seal. All drivers shall carry business cards. The business cards will be provided to the Glendale Police Department (GDP) who may provide the Contractor's business card to the owner or driver of the towed vehicle.
- F. **RESPONSE TIME** 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 arrives at the scene of the request for service.



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- i. Upon receiving a telephone request for towing or flat tire service or a tow to a vehicle repair facility; Contractor shall be responsible for dispatching its own trucks and Sub-Contractor's trucks. The City may request separate tow trucks in specific situations.
- ii. For tows within the City, Contractor shall respond and arrive at the service site within thirty (30) minutes of receipt of a request for tow of vehicles under 26,000 lbs. GVW or flat tire service within the City. Contractor shall respond and arrive at the service site within sixty (60) minutes of receipt of a request for tow of vehicles exceeding 26,000 lbs. GVW.
- iii. Also included are tows of City vehicles to repair facilities. Response time for this type of tow to a repair facility is four (4) hours.
- iv. The Contractor shall respond within a reasonable length of time not to exceed twenty-four (24) hours of receipt of a request for tow out of the metropolitan Phoenix area but within the State of Arizona. Contractor shall respond within sixty (60) minutes of a request outside of the City, but within the metropolitan area.
- v. Requests to tow abandoned vehicles will normally be done during business hours of 8:00 am and 5:00 pm, Monday through Friday.
- vi. If the Contractor is unable to provide tow services, or when the response time limits cannot be met, the Contractor shall immediately call GPD dispatcher (623-930-3000) concerning a non-abandoned or abandoned vehicle or the Fleet Management Shop Maintenance Coordinator (6:30 a.m. to 11:00 p.m.) at (623) 930-2624 for a disabled city vehicle, or flat repair or tow to a repair facility.
- vii. The officer in charge of the scene, or other responsible City employee if the tow does not involve an on-scene officer, may declare Contractor nonresponsive and call any other tow service if Contractor has not arrived at the requested location within twenty (20) minutes after the required response time or after Contractor notifies the City that the required response time will not be met.
- viii. In the event that a substitute tow service is called pursuant to this section, the citizen will be charged the contract rate. Contractor shall pay the substitute tow company, citizen, or City, as applicable, the difference between the Contractor's tow and storage fees and those of the substitute tow company within ten (10) days after invoice. (Should a situation arise when it is determined by the City that time is of the essence, the City reserves



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the right to contact a substitute towing service if Contractor is unable to respond right away).

G. **HOURLY RATE** All charges for towing services shall be based on the stated hourly rate. Towing services include, but are not limited to, the following:

- i. Travel time from yard to scene/service site (anywhere in State of Arizona) and back to drop off;
- ii. Hook-up;
- iii. Dollies;
- iv. Winching;
- v. Stand-by time;
- vi. Change tire(s);
- vii. Drop drive line;
- viii. Flatbed use;
- ix. Towing to a location at owner's request at contracted rate;
- x. Site clean-up;
- xi. No charges shall be imposed for time expended in preparation of any report required by any provision of Title 28. The only exception shall be for the abandoned vehicle report fee. Hourly rate for services pursuant to Section 4.4.G.i above may be charged beginning at time of dispatch and ending at the time the vehicle is off hook at the storage lot. Minimum charge shall be a one-hour time period. Any subsequent charges after the first hour shall be imposed after the expiration of each fifteen (15) minute (1/4 hour) period or portion thereof.
- xii. In the event dispatched equipment is not appropriate, there shall be no charge by the Contractor for the travel time and equipment initially dispatched. In addition, provided the Contractor is properly notified by the GPD of vehicle sizes and or conditions, the response time (for tracking purposes only) will still begin from the time of original notification by the City. Tows by the Contractor shall be charged at the Contractor's established hourly rate, beginning at the Contractor's dispatch and ending at the time the vehicle is off hook at the storage lot.

H. **CUSTOMER REQUESTED TOW OUTSIDE CITY** Any tow requested by the customer to a location out of the Glendale city limits (other than the Contractor's storage facility) shall be towed at the contract rate.

I. **SITE CLEANUP** Site cleanup is mandatory. The tow truck driver must clean the scene of all debris, glass, oil, fluids, vehicle parts or other road hazards present at the collision scene. Site cleanup must be performed prior to towing the vehicle(s) from the scene. The tow driver may not depart the scene unless the tow driver receives approval from a GPD employee at the scene. Site cleanup does not constitute an extraordinary situation.



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- i. Contractor shall provide quick dry absorbent. Contractor shall handle and dispose of all absorbent, hazardous materials, solid, medical and universal wastes in compliance with the all applicable laws and regulations, including Federal Resource, Conservation and Recovery Act and the regulations promulgated there under.

J. **ON SITE STANDBY** For events at the Arizona Cardinal's Stadium and the State Farm Stadium, the Contractor, upon seventy-two (72) hour notice from the GPD, shall provide on-site standby tow truck service. Two (2) tow trucks capable of towing vehicles under 26,000 lbs. GVW, shall be provided at an hourly on-site standby rate. The minimum standby time will be seven (7) hours. Any requested towing services during the standby time shall be billed to the customer at the contract rates. No additional hourly fees are to be charged for the towing services provided by these dedicated trucks. The hourly on-site standby rate shall be applicable whether the trucks are used or not. The total of the hourly on-site standby rate for the event is to be billed to the GPD.

- i. During the assignment of on-site standby service, the designated tow trucks are to be dispatched only to tows corresponding to the event. The tow trucks are to be staged at a location to be determined by GPD dependent on the event. The normal on-site standby requirement is two (2) hours prior to the start of an event, and two (2) hours after the completion of an event. Should the standby time be extended beyond the seven (7) hour minimum, the trucks are to continue to remain dedicated and available for service. The trucks will be released from on-site standby service by the GPD.

K. **TOWING (ABANDONED VEHICLES)**

- i. **CITIZEN OPTION** Citizen(s) whose vehicles are disabled or who have been arrested have the options of (1) using the Contractor, (2) using the services of any other towing operator, or (3) using any other form of tow service.
- ii. **VOLUME** Abandoned vehicles are towed immediately if they are a traffic hazard. If the vehicle is not a hazard, they are marked by GPD and the owner is allowed forty-eight (48) hours from the time of tagging to move the vehicles. Vehicles may then be declared abandoned by the City and subject to removal by towing to the Contractor's storage or impound area. Actual experience may vary from prior year abandoned vehicle tows. The City does not guarantee that the number of abandoned vehicle tows will equal or exceed the number of prior



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**5850 West Glendale Avenue,**  
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year abandoned vehicle tows. There are approximately ten (10) calls per month for abandoned vehicles on the City streets (Public Right of Way).

- iii. **RECOVERY RATE** It is estimated the vehicles in generally good condition will have a recovery rate of 10 to 15 percent. Vehicles of questionable condition, out-of-state origin, stripped or beyond economical restoration are subject to a 5 to 10 percent recovery rate or less. These are estimates only. Actual experience may vary from these figures and the City does not guarantee a minimum recovery rate.

**3.28 STORAGE LOCATION**

- A. Contractor shall provide a properly zoned, fenced, lighted storage area that shall provide adequate security. This must include a monitoring system, or an electronic alarm monitoring system, with 24/7 monitoring and adequate security fencing.
- B. Vehicles shall not be stored at any location other than as recorded with and approved in writing by the GPD.
- C. The lot must be appropriately zoned.
- D. It is preferred that the storage lot be located within the geographical boundaries of the City of Glendale or within three (3) miles outside of the geographical boundaries of the City of Glendale, but the main objective is easy access for citizens.
- E. Contractor shall provide the physical address of the storage lot(s) proposed. The City will weigh and consider each location as proposed and will decide as to which location will best serve the City's towing needs. The City will conduct an onsite visit to those on the "short list" of storage lot(s) proposed.
- F. Contractor must provide a minimum of three (3) acres of lot storage area for City of Glendale tows. Storage area may be shared with other vehicles as long as there is a minimum of three (3) acres available for City of Glendale tows.
- G. Contractor is required to have a designated customer pick up area on property. Vehicles are not to be stowed on city streets while waiting for customers to pick up.



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- i. Contractor shall provide notice to customers that they have 48 business hours to pick up vehicles upon release. If customers do not pick up prior to the 48 business hours, then Contractor may re tow vehicle back into the storage area and reassume fees under the contracted rate. (Monday - Friday 8:00am - 5:00pm excludes weekend and holidays)
- H. Contractor shall have a business office at the location of the storage facility, suitable for conducting business with customers. Business office shall not be included in the three (3) acres of lot storage area. Customer's records must be retained electronically or manually on-site in this office.
- I. Contractor shall be responsible for and is liable for the safekeeping of vehicles towed and for items left stored in the vehicles.
- J. If Contractor finds drugs or weapons inside a vehicle after it has been towed from the scene, Contractor shall call the GPD immediately so an officer can respond and impound the items. If Contractor finds personal property valued at \$200 or more, collectively, inside a vehicle after it has been towed from the scene, Contractor shall call the GPD immediately so an officer can respond and impound the items.
- K. Persons whose vehicles are stored or have been impounded for reasons other than evidentiary or inventory purposes shall have the right to remove any personal property not attached or affixed to the vehicle including perishables, or valuables, prior to the release or payment of impound fees of vehicles stored in Contractor's storage facilities. Prior to the removal of any property from any stored vehicle, the person removing the property must provide proof of identification as well as ownership, or authority from the owner of the vehicle to remove property from the vehicle. Contractor is responsible for and liable for wrongful release of property.
- L. As part of safekeeping, Contractor shall ensure that the interior areas of accident vehicles are protected from rain and other elements by closing all operating windows. In the event the window(s) are broken, Contractor will seal the window(s) with plastic material to help prevent regular weather damage to the vehicle's interior.
- M. Contractor must have as its storage lot location, an existing lot operating as a towed vehicle lot prior to commencement of contract, or Contractor must demonstrate the ability to obtain the proposed storage lot within 30 days from date of Council approval of the contract. Contractor shall submit locations of each lot proposed.
- N. At a minimum, Contractor's storage lot facility shall have a security system that includes operable monitoring system, or an operable electronic alarm



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monitoring system. The system used by Contractor must be monitored at all times outside normal business hours.

- O. Contractor will release the customer's vehicles within thirty (30) minutes of completing the identification transaction and financial arrangements for the specific tow and storage. A customer's vehicle will not be subject to an extra day's storage charge due to excessive customers or slow business transactions. Customer lines at the end of a normal business day will not qualify charging for after hours or an extra day of storage, providing the customer was present prior to the close of business.
  - P. If the Contractor cannot provide or conduct a transaction within thirty (30) minutes, all storage fees will stop, and the contract will have to adjust such charges reflecting the time frame that the customer was present.
- 3.29 **SAFETY AND HANDLING** Contractor shall display an appropriate permanent facility sign with the proper name and address of the business. It must be visible from the public street. Sign must be made of weatherproof material and must comply with applicable codes.
- 3.30 **STORAGE CHARGE** Storage charge may only be imposed for each twenty-four (24) hour period or portion thereof for which towed vehicle remains in the Contractor's storage lot. The twenty-four (24) hour period begins for each vehicle at the time the vehicle is off hook at the storage lot.

The storage charge is to include, but not limited to:

- i. 24-hour storage periods;
- ii. Customer, customer's agent or insurance company access to the vehicle;
- iii. Movement of the vehicle within the yard for the Contractor's yard management,
- iv. Movement of the vehicle within the yard in preparation for towing of the vehicle out of the lot by customer or customer's agent, insurance company or Contractor.
- v. There is to be no additional charge or fee imposed for the services provided while the vehicle remains unclaimed, under the provisions of the City towing services contract, in storage at the lot.
- vi. The only authorized charges are as described in paragraph "Authorized Prices". The only exception would be, with the authorization of the customer, to make a minor repair to make the vehicle drivable. Examples would be, but are not limited to repairing or replacing radiator, tires, batteries, steering column, straightening fenders and taping windows for interior protection.
- vii. A line-item listing of repair service and agreed upon cost must appear on the invoice.



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- 3.31 RELEASE OF VEHICLE – OUTSIDE NORMAL BUSINESS HOURS** Contractor shall charge a flat rate fee for opening the storage lot for vehicle removal by a customer during other than normal business hours, which rate must be given to customer prior to making after-hour pick up arrangements.
- 3.32 STORAGE** Vehicles shall not be removed from the storage lot to which the vehicle is first towed for a period of five (5) calendar days unless it is claimed by the owner, or the owner’s authorized agent directs that it be moved to another location. If Contractor has not received instructions from an owner or authorized agent, after a period of five (5) calendar days, Contractor may move the vehicle to an alternate storage lot. Contractor shall not charge an additional towing fee when vehicles are moved to an alternate storage lot.
- i. If a towed vehicle is a twenty (20) day seizure, it shall not be removed from the storage lot without written approval by the GPD.
- 3.33 DESTINATION** Vehicles shall be taken directly to Contractor’s storage facility unless Contractor is advised differently by the GPD, or the owner/driver of the vehicle. Any tow requested by the GPD, or Fleet Management or customer to a location other than the storage lot, but within the City limits, shall be towed at the contract rate. Requests for a location outside the city limits, Contractor is to provide the service at a fixed rate per mile.
- 3.34 VEHICLE RELEASE AND HOLDS** Upon request of an officer, investigator or an authorized agent of the GPD, Contractor shall not release any vehicle that is held for evidentiary information as indicated in A.R.S. Title 28. The authorized person of the GPD will indicate this by requesting that a “HOLD” be placed on the vehicle. During this time, no one shall enter or disturb the vehicle being held unless they are an authorized person of the GPD. Once a “HOLD” has been placed on a vehicle, Contractor shall contact and inform the GPD Tow Liaison as soon as possible on the following business day. The vehicle shall not be released until an authorized representative from the GPD contacts the Contractor. Permission to release will not be required for any vehicle that is routinely towed from an accident scene if the Contractor is satisfied that it is being released to the owner or his authorized agent.
- 3.35 IMPOUNDING** Contractor shall not release any vehicles impounded by the GPD as evidence, without written or verbal authorization from the GPD.
- i. The City reserves the right to impound into City owned storage areas any vehicle required for evidence in traffic violations or other legal actions requiring such evidence. Vehicles towed for impounding shall be towed at contract rates.
- 3.36 IMPOUNDING ERROR** The GPD will be the sole judge of any impounding error.



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#### 4. AUCTIONING SERVICES

- A. If Contractor obtains title to an unclaimed vehicle or property as applicable by law, Contractor must sell the vehicle or property in a manner that achieves the greatest residual value for the City. At a minimum such sales shall include auctioning (in-person or online) and disposal services. All sales, including general sales, auctions or disposal services, shall comply with the following requirements as applicable.
- B. **SALES PROCEEDS** Contractor shall remit to the City a portion of the gross proceeds resulting from any sale based on the rates set forth herein. "Gross proceeds" means the total amount received by the Contractor for the sale, auction or disposal of the vehicle or property, including any handling or other fees that may be added to the auction price. Contractor shall state the percentage of the gross sales proceeds that will be paid to the City in the applicable Submittal herein. Contractor shall submit City sales proceeds to the City on a monthly basis.
- C. **CONDITION** All vehicles or property to be sold must be as clean as the condition of the vehicle or property permits. Contractor may not take any action to any way lessen or impair the condition or cosmetic appearance of the vehicle or property.
- D. **INVENTORY** Contractor shall use the stock/inventory/storage report number as the unique number for the vehicles and property sold.
- E. **STORAGE** Contractor shall store all vehicles or property prior to their sale as provided in this contract.
- F. **PROCEEDS REPORTS** Contractor must provide accurate accounting of all vehicle and property sold no later than thirty (30) calendar days after the date of sale ("Proceeds Report"). Contractor's accounting documentation available to the City shall at a minimum include the following:
- i. Date of sale, auction or disposal;
  - ii. Inventory/stock/storage report number;
  - iii. Property description, including serial number and, for vehicles, Vehicle Identification Number;
  - iv. Make, model;
  - v. Year and color;
  - vi. Gross Proceeds;
  - vii. Buyer information;
  - viii. Amount required to be paid to the City;
  - ix. Amount paid to the City.



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- G. **PAYMENT TO THE CITY** Contractor shall remit the City's proportion of all sales proceeds with their submission of the Proceeds Report. City sale proceeds shall be remitted via company check, cashier's check or money order drawn on a local bank. Contractor shall submit City sales proceeds to the City on a weekly basis. Payment shall be made payable to "City of Glendale" and delivered to the GPD Tow Liaison.
- H. **CITY AUDITING** The City reserves the right to audit the Contractor's sales, auction and disposal records at any time upon one (1) calendar day notice.
- I. **ONLINE AUCTIONS**
- i. **AUCTION WEBSITE** When providing auctioning services via online auctioning service, Contractor shall ensure the reasonable availability of the Auctioning service's website and its accessibility to public visitors.
  - ii. **PROPERTY VIEWING** Contractor shall create a photograph or photographs of the property for viewing on the Auction website, along with an adequate description of the property sufficient to effectively complete the auction.
  - iii. **SECURITY** Contractor shall ensure the auctioning service website provides adequate security concerning the property information, the Contractor information and the auction information.
  - iv. **COSTS** All reasonable costs incurred in the preparing and performing online auctions shall be included in Contractor's auction split and shall not be charged to the City separately from this amount.
- J. **IN-PERSON AUCTIONS**
- i. **AUCTION FACILITIES** When providing auctioning services at a specific physical location, Contractor shall provide all facilities necessary to conduct the auction. The facilities must be in compliance with the Americans with Disabilities Act (ADA) Title III covering public accommodations and commercial facilities. The facilities must have adequate restroom facilities for the public.
  - ii. **LOCATION** Contractor shall provide the physical address for each auction location proposed. The City will weigh and consider the proposed auction location.



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- iii. **PROPERTY VIEWING** Contractor shall provide all potential bidders an opportunity to inspect the property for a minimum two (2) hour period prior to the start of each auction. The interior of all motor vehicles must be made accessible to the potential bidder during this time period. Contractor will turn the ignition and start the motor of an operable vehicle, if requested by potential bidder during the property viewing period.
  - iv. **SECURITY** Contractor shall provide adequate crowd control and security at the auction.
  - v. **TRANSPORTATION** Contractor shall transport all property to and as necessary, from the auction site.
  - vi. **COSTS** All costs incurred in the preparing and performing in-person auctions shall be included in Contractor's auction split and shall not be charged to the City separately from this amount.
- K. **AUCTION BIDDER ASSISTANCE** Contractor shall provide a phone number at its website that is answered by a person who can provide complete information as to the operation of the auction and potential bidder qualifications. Calls to this phone number shall be answered by such persons Monday through Friday, from 8:00 a.m. to 5:00 p.m.
- L. **ADVERTISING** Contractor is responsible for advertising auctions in a manner that will maximize auction attendance and revenue. At a minimum, auctions must be advertised no less than two (2) and no more than four (4) weeks prior to the auction. The advertisement shall list the date, time and location of the auction, the general nature of the items to be auctioned, and the Contractor web site address. The web site shall contain all the information necessary to participate as a Contractor. Contractor shall advertise property to be auctioned for a period not more than thirty (30) calendar days after the Contractor obtains title to the property.

**EXHIBIT B**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

As described on the attached Exhibit B.


**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed **\$750,000**.

**EXHIBIT C**  
**Professional Services Agreement**  
VENDOR RESPONSE TO RFP 22-27

Attached as Exhibit C.




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Offerors to complete this Response Workbook and submit as their response to this RFP.

**COVER SHEET**

OFFEROR NAME: Western Towing of Phoenix Inc. DBA: Western Towing

OFFEROR ADDRESS: 7333 W. Carole Lane, Glendale, AZ 85303

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**OFFER SHEET (Must be printed, signed and returned upon completion)**

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

07/01/2022

Date

WesternTowing of Phoenix Inc.

Legal Company Name

Wesley Graff

Printed Name (Authorized Signatory)

President

Job Title

Offeror Certifies it is a (check only one):

 Proprietorship  Partnership  Corporation
wesley.graff@roadonewest.com

Email Address

P.O. Box 34090

Mailing Street Address

(623) 842-6382

Phone Number


Phoenix, AZ 85067

City, State &amp; Zip Code

**Questions regarding this offer should be directed to (if different from above):**\_\_\_\_\_  
Contact Name\_\_\_\_\_  
Phone Number\_\_\_\_\_  
Email AddressFEDERAL TAXPAYER ID NUMBER (Required): 62-1736172OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS:  Yes  No**DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?**
 Yes, Number 07577454 Tax Rate: 2.9% OR  No, not required to have an Arizona TPT License
**CONFLICT OF INTEREST (SPECIAL NOTICES):**
 No, I do not have a conflict of interest  Yes, I have a conflict of interest and response includes the disclosure required (see Exhibit 1, Item #3)

**ACKNOWLEDGEMENTS:** *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement will result in disqualification.*

 Exhibit 1 – Special Notices Exhibit 2 – RFP Standard Terms and Conditions Exhibit 3 – Insurance Requirements Exhibit 4 – Template Agreement\_\_\_\_\_  
Authorized Signature - Print this form and sign above

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## REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).


### 1. EXPERIENCE, PROVEN PERFORMANCE, & QUALIFICATIONS

- 1.1. Introduce your company, highlight your ability and willingness to meet or exceed the specifications and requirements of this RFP, and explain why your firm is most qualified.

**Western Towing of Phoenix, Inc. (Western Towing) is pleased to submit this response to your Request for Proposals to provide towing services to the City of Glendale. This response has been carefully prepared after thorough review of the Scope of Work; it is designed to meet or exceed all requirements. Western Towing accepts all Terms, Conditions, and the Scope of Work without exception. As a current towing and impound provider for the City of Glendale, Western Towing is confident it can execute any towing and storage related function with the highest level of service and quality.**

**Western Towing specializes in law enforcement and municipal towing and is interested in this opportunity to continue to improve our partnership with the City of Glendale. We understand and are uniquely qualified to perform all the services required under this contract for the City. The many features and benefits we can offer include:**

- **Experience-** Western Towing has been in business for over 30 years with extensive experience towing for commercial and law enforcement agencies including Glendale Police Department, the City of Peoria and the City of Phoenix to name a few. As a growing and expanding tow company, we respond to over 30,000 calls per year and maintain our law enforcement response times to 16 minutes.
- **Equipment-** Western Towing has the resources and backing to offer the best in equipment. Our fleet of over 45 trucks, our fully secure, 5-acre storage facility, established on-line auction capability, and our web-based dispatch and tracking system will be available to meet the needs of the City. With a full in-house shop, we are able to keep the trucks in safe operating order and up to specifications and requirements.

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- **People-** Our employees are the most important element Western Towing will utilize in successfully completing the Scope of Work required by the City. Our employees have direct contact with officers and the public; their abilities, conduct and judgment reflect both on our company and the City. Through careful selection and proper training, we are committed to providing the best people for the job.
- **Stability-** As a wholly owned subsidiary of RoadOne West, Inc; Western Towing offers the additional security of having the financial strength to guarantee successful completion of this agreement. We also provide substantial insurance coverage, giving the City the additional protection, it should be looking for.

**Western Towing is the best qualified company to provide towing, storage and auction services to the City of Glendale. We have the qualifications, resources and capacity to service every request resulting from this RFP.**


- 1.2. Offeror shall provide names and years of experience of key personnel, names of any subcontractors used and years of experience.

**Western Towing knows there is no substitute for experience and leadership. This organization has decades of combined operational experience towing accident and disabled vehicles for customers which include major law enforcement agencies, motor clubs, insurance companies, and automotive dealerships throughout the local area. To achieve the levels of performance addressed in this RFP, Western Towing will rely heavily on our hands-on management team. This team is the heart and strength of Western Towing, they are crucial to maintaining our quality of service for many years to come. Each has extensive experience with the City of Glendale contract and similar projects. In fact, these are the same key personnel that have guided our firm and ensured successful operation and completion on all of our current contracts. Our key managers have worked together for over 20 years, providing strong leadership and continuity that has strengthened this firm and made our quality of service that much better. Our principal personnel include:**

**Wesley Graff**  
**President**

**Contract Liaison, Oversees all aspects of the Glendale contract.**  
**26 years with Western Towing**

**Wes has successfully held numerous positions at Western Towing including Light Duty Driver, Light Duty Supervisor, Light Duty Manager and Operations Manager. Wes ensures that the Company policies, procedures and training programs are consistently enforced to comply with the Company Standards. His methods have kept employees engaged, challenged and fulfilled with their jobs while optimizing their**

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performance and long-term value. Prior to joining Western Towing, he served in the United States Air Force for 5 years and worked with AM/PM Towing in Flagstaff. Wes is SCUBA certified and is head of the Western Towing dive team. His certifications include STARS, DOJ Supervisory Development course, Alcohol & Controlled Substance Reasonable Suspicion Training, Traffic Incident Management Responder Training, Forklift Safety Training and Hazardous Materials Awareness Training.

**Robbie Chapman**

**Light Duty Manager, Dispatch Manager, Safety Director**  
**Account Manager Handle's insurance claims and customer complaints.**  
**33 years with Western Towing**

**In Robbie's long professional towing career which spans over 38 years, he has held several supervisor, managerial and owner positions in the towing industry. Robbie is a Smith system driving instructor, certified TIMS training with the Arizona Department of Public Safety, 40-hour supervisor development at the Arizona Regional Community Policing Institute. He is DOT Hazmat and Hazwoper certified. He has also completed several OSHA and DOT courses.**

**The following managers and supervisor will assist in the day-to-day operations to ensure the smooth operation of the Glendale Contract.**

**Don Davison, 15 years with Western Towing. Dispatch Supervisor and Sales Manager.**


**Ron Howe, 10 years with Western Towing. Heavy Duty and Specialized Transport Manager.**

**Freddo Molina, 10 years with Western Towing. Light duty Supervisor.**

- 1.3. Offeror shall provide a list of current business licenses maintained.

**Western Towing of Phoenix, Inc. is a corporation; incorporated under the laws of the State of Delaware and is qualified and authorized to do business in Arizona. Western Towing remains in good standing with the State of Arizona and has all permits necessary to conduct operations as a Towing Provider. The following is the current business licenses maintained by our organization for this RFP:**

**City of Glendale Business License Number 1000054555.**  
**Please see attached copy of the license.**

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**Western Towing has a performance bond in place for the current contract with the City of Glendale and will comply with all performance bond requirements, if selected as the City's tow provider for this procurement.**


- 1.4. Offerors should provide details of projects undertaken that are of similar nature and size based on the City's Specifications.

**Established in 1985, Western Towing is a local tow company with a rich professional history, responding to over 30,000 tow requests while maintaining an average law enforcement response time of 16 minutes last year. Western Towing is very familiar with the background and objectives addressed in this RFP. We have the experience, equipment and the personnel to meet all your towing needs. After reviewing the Scope of Work in the RFP, we are confident that we can meet or exceed every expectation of the City of Glendale. Our organization is a Corporation, Incorporated in the State of Delaware on April 6, 1998, and is in good standing; fully authorized to do business in the State of Arizona. We maintain all required licenses and insurance policies which exceed the requirements of this RFP.**

**With over 30 years of experience, Western Towing has proven its ability to tow, impound, safely store and protect the vehicles entrusted to them. Our focus continues to be providing a level of service that cannot be matched, which means we do not use subcontractors. The bulk of our business has been related to law enforcement towing, but we balance this book of business with a mix of commercial, fleet, private and motor club work. We have an outstanding track record of meeting our response time requirements for these agencies, most of which are identical to the response time requirements of this contract. We are a prime contractor and provide these agencies with a full range of towing services all the way from supplying light-duty trucks to medium duty flatbeds and wheel lifts, to heavy duty recovery trucks. We are proud that these agencies have chosen us to be their tow contractor and we continue to work hard to earn their respect and trust.**

**In addition to the Glendale Police Department, we currently provide similar services to the following agencies:**

**Peoria Police Department. They have a 30 minute to 1 hour response time requirement, depending on location. We provide light, medium and heavy-duty towing, storage and recovery services. We also provide light duty and medium duty towing services for the city fleet.**

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**Tolleson Police Department. They have a 20-minute response time requirement. We provide light, medium and heavy-duty towing, storage and recovery services.**

**Arizona Department of Public Safety. They have similar response time requirements based on the vehicle location. We provide light, medium and heavy-duty towing, storage and recovery services.**

**Maricopa County Sheriff Office. They have similar response time requirements based on the vehicle location. We provide light, medium and heavy-duty towing, storage and recovery services.**

**City of Surprise. Western Towing provides heavy-duty towing services for City vehicles. We assist the Police Department from time to time with heavy duty towing and recovery services.**

**ADOT. Western Towing provides light, medium and heavy-duty towing and recovery services for all ADOT vehicles Statewide. We have a substantial list of subcontractors that we currently use for this account.**


**Our expertise and resources go well beyond the towing of vehicles; Western Towing offers complete 24-hour services in the storage of vehicles, evidence holds, dispatch, records management, lien sale processing and public auctions all of which will be required in the performance of this contract. Western Towing is one of the best providers of these services in Maricopa County and manages each aspect with proven systems and procedures. We are able to offer all these services because of our highly trained personnel, hands on management and diverse fleet of equipment. Western Towing stresses excellence in every aspect of our business.**

- 1.5. Has offeror's business ever been fined or cited for non-compliance issues (other than vehicle related)?

**Western Towing has never been fined or cited for non-compliance issues.**

- 1.6. How many tows does Offeror conduct on average per month?

**Western Towing conducts approximately 2546.53 tows on average per month. This figure was run for the date range of July 1, 2021, to June 30, 2022.**

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- 1.7. How many Police or Law Enforcement related accident recovery tows does Offeror conduct, on average, per month?

**On average, Western Towing conducts 760 accident recovery tows per month for all current contracted agencies. This figure was run for the date range of July 1, 2021, to June 30, 2022.**

- 1.8. Offeror shall provide an explanation of any contracts that have been terminated early, who the contract was with and why.

**Western Towing has never failed to complete or successfully perform on any contract. Our business is based on these types of contracts, we are proud of our long record of service fulfilling and/or exceeding our contractual agreements to the full extent.**

- 1.9. Offeror shall provide a list of public agencies the offeror is currently contracted by for towing services.


**We currently provide similar services to the following agencies:**

**City of Glendale Police Department**  
**City of Phoenix Police Department**  
**City of Tolleson Police Department**  
**City of Peoria Police Department**  
**Maricopa County Sheriff's Department**  
**Arizona Department of Public Safety**  
**Tohono O'Odham Nation Police Department**

- 1.10. Within the past five (5) years, has Offeror been the debtor of a bankruptcy? If yes, explain.

**Western Towing has never declared bankruptcy.**

- 1.11. List a minimum of three (3) Arizona customers (preferably government agencies), excluding the City of Glendale (if applicable), for whom your company has provided services of a similar scope as this Request for Proposal, during the past three (3) years. Include the length of any contracts listed. Offerors may make multiple copies of this document as needed. These references may be used to assess the qualifications of Offerors under consideration for final award. This information may or may not be a determining factor in the award.

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**Reference 1:**

<b>Peoria Police Department</b>	<b>8351 W. Cinnabar Ave. Peoria, AZ 85345</b>
<b>Rick Hyde</b>	<b>623-773-7657</b>
<b><u>Rick.hyde@peoriaaz.gov</u></b>	<b>May 2007 to present</b>
Provide a brief summary of Services provided: <b>Light, Medium and Heavy towing, storage and recovery.</b>	

**Reference 2:**

<b>ADOT</b>	<b>1739 W. Jackson St. Suite A, Phoenix, AZ 85007</b>
<b>Eric Mejia</b>	<b>602-712-2116</b>
<b><u>emejia@azdot.gov</u></b>	<b>August 2019 to present</b>
Provide a brief summary of Services provided: <b>Light, Medium and Heavy-duty towing services Statewide.</b>	

**Reference 3:**

<b>City of Surprise City Fleet</b>	<b>13775 W. Cactus Rd. Surprise, AZ 85379</b>
<b>Richard Vaccaro</b>	<b>623-222-6300</b>
<b><u>Richard.vaccaro@surpriseaz.gov</u></b>	<b>May 2005 to present</b>
Provide a brief summary of Services provided: <b>City vehicle towing.</b>	


- 1.12. Offeror is compliant with all rules and regulations, has active licenses necessary to perform immediately if awarded the contract?

**Yes. Western Towing currently has all licenses and insurance policies in place.**

**2. METHOD OF APPROACH**

- 2.1. Offeror shall describe method and approach for how services will be performed by its employees and the process involved for correcting work not performed satisfactorily.

**As a current provider of towing services for the City of Glendale, Western Towing is very familiar with the background and objectives addressed in this RFP. Our proposed approach to this contract is based on our experience to guide and ensure we successfully complete the services required in compliance with the terms and conditions of this agreement. The geographic size and scope of this contract is challenging however, Western Towing has the experience and infrastructure already in place to meet the challenge of a citywide agreement. Performance of this contract will require; appropriate number and type of equipment, ample storage facilities, sufficient financial**

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stability; and proven management experience from the ideal tow contractor. No one can beat Western Towing in these categories. Our approach can be broken down into the following areas: preparing for the commencement of work, operations and management oversight.


### Preparing for commencement

Preparedness is critical to delivering the proposed services on time. As the incumbent tow provider for the City of Glendale, we are fully prepared to commence immediately ensuring a smooth transition into this new contract. The removal of vehicles is the core business of Western Towing. We respond to over 21,000 such requests every year. We are fully staffed and equipped to respond to any request from the City of Glendale, including abandoned or impounded property, 24 hours a day 365 days a year. We have the advantage of performing very similar duties on the previous City of Glendale contract; as well as having very strong existing channels of personnel and equipment. We have the equipment, people and experience to perform all towing and storage requirements at any time.

### Operations

The most important element of this contract will be the day-to-day Operations. Operationally, we have a working model that we have used and continue to improve, that will enable us to deliver the quality of service this contract demands. Our systems and operations are proven and fully implemented; on day one our dispatch center is ready and waiting for your call. We have a total of 30 trained and licensed tow operators and staff and over 40 trucks of various size and capabilities. Western Towing is proposing a primary yard, for use on this contract. Western Towing has additional yards available to support the City with oversized and other vehicles as needed. Working for so many local agencies has given us a unique perspective; we know where to focus our time and resources to provide the best overall value to the City.

A key component of our plan is our dispatch center. It operates 24/7 and utilizes local dispatchers. It is imperative to the success of a contract of this size and specification to use local personnel to dispatch. Technology has come a long way, but it cannot substitute the experience of dispatchers who know the area, City staff and specific requirements of this agreement. Our dispatchers have the ability to track driver status and location via GPS and our dispatch system TOPS. This ensures our ability to send the closest appropriate tow equipment to meet response time requirements. It is our use of technology and experienced personnel that differentiates Western Towing from our competitors. Western offers the correct balance of technology with the human touch.

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The Employees of Western Towing represent a diverse group of people and we are proud to be an equal opportunity employer, maintaining a workplace free of discrimination. Our employees are undoubtedly our most valuable resource. Their ability and performance in the field determines the level of our success. The professional appearance, practical experience, job knowledge, and exceptional customer service of our driver corps and staff are unmatched.


We ensure the quality of our drivers by selecting only the best candidates for this position. From drivers to our support staff, each individual is carefully screened, tested, and trained in accordance with all State and Federal laws. Pre-employment screening includes drug-testing, criminal background checks, interviews, and review of their driving record. Each of our drivers is TIMS certified, and each undergoes comprehensive training and must demonstrate proficiency in the proper use of towing equipment for the safe towing and recovery of vehicles. The drivers also attend in-house training seminars to keep them up to date on the latest procedures and receive periodic performance reviews. Each training segment focuses on the critical components of towing including customer service and dealing with upset people. We are committed to providing professional and courteous personnel; we demand a high standard be maintained by all our employees. In addition to our own training, we utilize outside consultants to help develop the best skills and business practices.

As a matter of policy, all our tow truck operators are instructed to clear accident scenes of all collision-related debris prior to towing the vehicles from the scene. Our trucks are equipped with the necessary tools including brooms, shovels and trash cans to accomplish the task and ensure public safety. Site cleanup will be performed to the satisfaction of the Glendale Police Department. This is currently part of our work with the City and very similar to the requirement of our other contracts.

It is our current policy that all drivers are required to:

- Maintain a valid driver's license of the proper class for the truck which will be operated.
- Obey all traffic laws, ordinances, state and local laws at all times.
- Operate equipment in a safe and prudent manner and shall refrain from the use of profanity and vulgar language in public areas.
- Wear safety clothing ANSI-3 compliant at any time they are in the roadway
- Comply with all decisions relating to the towing of vehicles or accident scene cleanup of the investigating officer or sergeants in the field.

We have an outstanding track record of meeting our response time requirements for these agencies and we continue to improve upon our success. We provide these agencies with a full range of towing services all the way from supplying light-duty sub garage trucks to medium duty flatbeds and wheel lifts, to big rig recovery trucks. Western is one

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of the largest providers of towing services for heavy equipment, big rigs, semi-trailers and similar equipment.

Western Towing released over 12,500 impounded vehicles in 2021 and over 6,600 to date in 2022. As the current provider of these services for the City of Glendale, Western Towing has demonstrated the ability, storage capacity and operating systems in place to store every impound resulting from award of this contract. Our proposed storage facility meets and exceeds each of the specific requirements of the RFP, has been operational for years, is fully staffed, ready to commence work immediately. This prime location is close to public transit, is properly zoned, licensed and maintains all required permits. The office and storage lot meet or exceed each of the specific requirements of the RFP and are equipped with suitable lighting, fencing, and video security cameras. Our systems and procedures provide for the ability of notification of intrusion. DVR systems are recorded as well and retained for required time intervals. This system provides for 24-hour remote monitoring via the internet from any authorized computer or cell phone. Our storage facility has a business office located on site, which is open to service customers during normal business hours.

Western Towing would like to take this opportunity to discuss our Auction since it will be an important factor in the evaluation process. Western Towing operates one of the most successful Auto Auctions in the County. Our auctions are open to the general public and to dealers. They include vehicles impounded through our various law enforcement accounts. All vehicles sold at our auction are done so in accordance with all applicable local, state, and federal laws. Our current success is due to a variety of factors which include staff experience, inventory and marketing. Our auction has been operational for over 20 years, in that time our personnel have gained a wealth of experience and knowledge especially in regard to what sells in this market and how to maximize attendance and revenue. Our sales are well known in the area and bring an established following of buyers. Our website provides lists and photo catalogs of vehicles for sale.

Management and oversight are important as well, and we have tremendous experience in all aspects of this area. From top management to field supervisors, we have the best qualified and experienced people on the job. Our administrative and accounting people have mainly remained the same for years and have the experience to keep things running smoothly. We have not under-estimated the value and importance of this area.

Western offers the best in terms of records management and management oversight. We utilize TOPS, computerized dispatch and records system to track all aspects of every tow request and to ensure we have complete records that are accessible in hard copy and electronic format. In addition to utilizing reports to aid in oversight, Western Towing has found that providing supervisors in the field to assist as needed, ensures we are always operating at optimal levels of service.

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- 2.2. Offeror shall describe their vehicle record keeping process and procedures.

**Our company recognizes the importance of maintaining accurate and timely records. Western Towing has an extensive record keeping system in order to facilitate the tracking of each and every vehicle towed in real time. We utilize a state-of-the-art computer system, TOPS, which maintains a database of all relevant information pertaining to each vehicle. Our system is fully computerized, offers reporting functionality and storage of all desired information. All of our computer records are backed by a hard copy file for added protection and all the information required by the RFP is kept in both systems to facilitate retrieval and to guard against loss of information. An added special feature of this system worth noting is that it allows the public to search for their vehicle on our web site, get the location where it is being stored, to see if their vehicle is on a hold and a breakdown of charges that may apply. Western Towing can easily accommodate any request for vehicle information, tow ticket, vehicle storage report and any future special reports or projects that might arise. We currently provide monthly reports similar to the ones request in this RFP for other municipalities. Our computerized dispatch system not only tracks and stores all information relating to each tow but also allows for customized reporting in various formats. The City of Glendale currently has access to the TOPS program at no charge. This exceeds the City's requirements.**

- 2.3. Offeror shall describe their proposed method for maintaining service coverage and service response time requirements.

**The primary focus of our organization was and continues to be, providing an unparalleled level of service. Our continued success in the industry is due to our commitment to provide cutting edge technology, equipment and personnel while respecting our history and founding principles. We are consistently ahead of the competition, often investing in the latest technology, creating our own solutions, and proving we are leaders in the towing and impound industry all while putting the customers' needs first. As a result, we have grown to be one of the largest and most respected tow companies in the county. Western Towing is committed to conducting our business in a professional and ethical manner, putting our customers first. We strive to provide a consistently good experience to every individual who has any interaction with our company.**

**As part of this commitment, we have focused considerable time and resources to improving customer service through various forms of education, training, and reduction in response time. Response time is one of the most critical aspects of this agreement; Western Towing specializes in law enforcement towing and understands**


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the impact response time has on productivity and public safety. Our standard operating procedures have been developed with this focus and we will continue to improve upon them to ensure we arrive in less than the maximum response time allowed by this contract. This response time requirement is similar to many of our other law enforcement contracts and well within our abilities. Western Towing has maintained a 19-minute average response time within the City of Glendale, responding to 5,354 Glendale PD tows in 2021 and 2,844 Glendale PD tows in 2022 thus far with an average of 20-minute response time.

We are able to deliver this result by focusing on these important elements of our operation:

- **24 hr. Dispatch Center** – We provide tow services 24 hrs. a day, 365 days a year by running a 24-hr. dispatch center, staffed with trained, local dispatchers which eliminates the mistakes and delays associated with using an answering service or voice mail after hours.
- We utilize a computerized dispatch system, TOPS and GPS, which tracks all aspects of a tow request and allows the dispatcher to better monitor drivers' status and response times.
- **Drivers on duty 24hrs** - Similar to the police department, our drivers work in shifts to make sure there are drivers on duty and ready to respond at all times, which cuts response times while adding safety (by avoiding problems associated with "on call" drivers commonly used in the industry). Our drivers will make sure all on scene duties including, cleanup of accident scenes are completed.
- **Storage location within city limits**, allowing us to utilize this facility to respond from and store the vehicle, once again cutting our response time and providing convenience to the public.
  1. **Primary** – 7333 W Carole Lane, Glendale, AZ 85303
- **Supervisor in the field** – Again like the police department, we have supervisors in the field monitoring the shift, identifying any potential problem and assisting as needed. We put the resources to the task, and we look for results.

Western Towing is your “one-call” tow provider; we operate throughout the county and can provide out of area support. We travel out of the metropolitan Phoenix area for business frequently and have the procedures already in place to acquire necessary permits and maintain required records to stay compliant with all laws and regulations. We are capable of providing all the services identified in this scope of work anywhere the City requires and within response time requirements.


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- 2.4. Offeror shall describe in detail the process in place to ensure that a tow unit will be on-scene within the required 30 minutes. How are vehicles staged during peak times?

**The City has been very generous with its response time requirements and Western Towing is confident that it can respond well within those limits. Western Towing's policy for the morning and evening peak times is that no commercial calls are to be ran during these times, unless the customer is in a high-risk area. At these peak times, the trucks are to be staged in the high demand areas of the City. We use a combination of technology and experienced personnel to meet our response time requirements. Western Towing understands that time is money, and our clock starts running the moment our Dispatch Center picks up the phone. The tow request is entered into our dispatch system, TOPS and added to the list of unassigned. Calls are prioritized in our system based on type and response time requirement. Our dispatchers will use GPS to select the closest available operator in the necessary equipment for the class of tow. Having so many operational units on the road is a definite benefit. Once the call is assigned it is moved to the dispatched call screen and closely monitored. We guarantee that once we receive a tow request, we will arrive on scene within the allotted time.**

**Our business operates 24 hours 7 days a week, to provide this service we utilize the best dispatch software, experienced dispatchers and qualified drivers to adjust and adapt to real time demands as they hit our company. It is the responsibility of dispatch to track the availability and volume of business. Dispatchers may call extra supervisors in the field to handle overflow calls or assign available trucks from out of the area to assist as needed. This gives us the ability to handle spikes during the shift and return to normal staffing after the rush is over. The last effective measure to ensure response times falls on the field supervisor. The supervisor is responsible to monitor the radio air and assist the drivers in the field. If the supervisor detects any problems in responding to the customer's request for service; the supervisor should handle overflow calls himself, request additional drivers be staged in the area or redirect work to increase efficiency. If for any reason, we are unable to meet the response time requirement we will notify police dispatch or the fleet management shop maintenance coordinator immediately.**

- 2.5. Offeror shall provide their approach for tracking customer service. (How is the quality of customer service verified? Provide an example of what questions are asked to your customers on service, are there surveys? How are improvements implemented to customer service when issues are found? What metrics are used to validate customer satisfaction? etc.?)

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Western has built Quality Assurance into our operational procedures to facilitate continuous monitoring and control throughout our organization. Quality Assurance is an integral part of our planning, operation and delivery of services. In our experience, a uniform process to screen, train and monitor drivers has a greater potential to achieve higher consistency in terms of quality of service while reducing risk and hazardous exposures.

The key to quality customer service really begins with the screening process whether that means spec'ing out the best in equipment or careful selection of quality employment candidates during the hiring process. Western Towing does not cut corners, these resources are an investment into the quality of the services we provide and ultimately into our future success. The structure of our training program is designed so that tow operators become more knowledgeable and understand the importance of their roles within our organization. Throughout the training, a variety of assessment tools are used to ensure that drivers comprehend the information presented to them and that the training program itself is effective in evaluating and ensuring the proficiency of our tow operators. Aside from in-house training our operators must complete State required training and certification. Training is not just something that occurs during the new hire phase but as an ongoing tool for improvement. Staff members, responsible for training, work closely with management to determine any items and/or issues that may require reevaluation so that our staff continually meet or exceed internal and client expectations.

Our dedication to quality and safety is not only obvious in our training but in our monthly safety meetings designed to offer our drivers information on a variety of topics including.

Customer Service  
Hours of Service Compliance  
Company policy and procedures  
Best safety practices  
Proper completion of paperwork  
Occasional guest speakers from different municipalities

Western Towing's management team will use a variety of methods to monitor the performance of services and regulatory compliance. We are fortunate to have the technology in place to facilitate real time/live monitoring. Our dispatch system, TOPS tracks every tow in real time, this in conjunction with GPS and various communication methods allow our dispatcher to pinpoint any issues or problems in the field as they occur. Dispatchers can then alert supervisors who can provide assistance or diffuse problem situations. This system also has outstanding reporting capabilities, giving managers another tool to monitor and evaluate performance metrics such as response times, length of time on a call, call and transaction reports,

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and many more. Our driver managers will use data from these reports to spot operational trends. They will then follow up with customer service representatives, dispatchers, and drivers to determine what caused the trend. These findings are used to determine potential improvements or corrective actions and brought before upper management for discussion and implementation. Closely related to this is our VoIP phone system which can report on total number of calls handled, missed/dropped phone calls, and even records phone calls for managers to use in coaching and training further improving customer service.


Western Towing tries to be proactive and make every effort to resolve service concerns before they even become an issue. The systems and tools implemented to train, monitor and report performance and compliance often allow the quality management team to identify and respond to problems immediately. We have specific performance standards built into our operating procedures and if any deviation is flagged by the many levels of checks and balances in our systems, we are able to make adjustments right away.

In the event that potential problems are not caught, we are always open to feedback from our customers. Service-related complaints and grievances are one way to learn what areas of our operation need to be addressed. Western Towing takes customer complaints very seriously, investigating each one thoroughly. We use every tool including recorded phone calls, video surveillance footage, invoice and other documentation when available to decipher exactly what transpired and where we can improve our performance. We keep in communication with customers until complaint has been resolved and a satisfactory outcome has been reached.

If the City Contract Administrator or designee have any concerns or complaints please direct them to Wesley Graff, President of Western Towing of Phoenix, 623-842-6382 or email at [wesley.graff@roadonewest.com](mailto:wesley.graff@roadonewest.com).

- 2.6. Offeror shall describe their approach to provide onsite Standby vehicles for events. (See section 3.28-J)

Western Towing is very familiar with the on-site stand-by services. We currently provide this service to the City of Phoenix Police Department for the Arizona State Fair and the Peoria Police Department for DUI Task force events and the Lake Pleasant fireworks. Western Towing will provide this service upon a 72-hour notice with the equipment requested by the Glendale Police Department whether it be two or more trucks that are needed for the stand-by service. The trucks that are used for the service will not be available for regular calls until released by the Glendale Supervisor on scene.

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- 2.7. Please describe your approach to providing auction services both online and in person.

**Western Towing operates one of the most successful auto auctions in the County. Our auctions are open to the general public and to dealers. They include vehicles impounded through our various law enforcement agencies. Our auction facility is located at 3401 S. 43<sup>rd</sup> Ave. Phoenix AZ 85009 and meets and or exceeds all the requirements of this RFP.**


**Our current success is due to a variety of factors which include staff experience, knowledge, inventory and marketing. Our auction has been operational for 20 years. In that time, our personnel have gained a wealth of experience and knowledge; especially in regard to what sells in this market and how to maximize attendance and revenue. The condition and selection of the vehicles to be sold at auction is another key component of a successful sale. All vehicles sold at our auction are washed and every effort is made to enhance the condition, appearance and overall value of the vehicle. Our sales are well known and bring an established following of buyers however, we also advertise to raise awareness and draw new buyers. We have a phone number listed on our website for customers and we will answer questions and aid anyone interested in the auction. Western Towing has an online auction. This auction link can be found on our web site. These auctions start on Monday and continue through the week, ending on Monday. We also hold two silent bid auctions each month. These auctions are for the more damaged vehicles that the general public are not as interested in. We do allow the general public to attend if they wish, however we have noticed that more dealers attend them.**

**Western Towing has experience providing accurate accounting of all vehicles sold/disposed of and remitting payment of City's portion of all sales proceeds, as this is part of our agreements with other municipalities. We will provide proceeds reports and remit payment as required in this RFP. As stated earlier we maintain excellent records and the City has the right to audit our records at any time.**

### **3. CAPACITY OF OFFEROR**

- 3.1. Offeror shall provide information on the current tow tracking database used by the Offeror. Describe how your database meets the requirements in section 3.20 of the RFP of minimum requirements.

**Our company recognizes the importance of maintaining accurate and timely records.**

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Western Towing has an extensive record keeping system in order to facilitate the tracking of each and every vehicle towed in real time. We utilize a state-of-the-art computer system, TOPS, which maintains a database of all relevant information pertaining to each vehicle. Our system is fully computerized, offers reporting functionality and storage of all desired information. All our computer records are backed by a hardcopy file for added protection and all the information required by the RFP is kept in both systems to facilitate retrieval and to guard against loss of information. As mentioned earlier, an added special feature of this system worth noting is that it allows the public to search for their vehicle on our web site, get the location where it is being stored, to see if their vehicle is on a hold and a breakdown of charges that may apply.


Western Towing contracts with TXI Systems, Inc. dba Tow X Change a leader in towing and tracking software applications and services. Their products and services allow us to offer the City as much or as little systems horsepower as is needed. TXI Systems, Inc. currently provides system services related to police towing in:

- City of San Antonio
- City of Minneapolis
- Dallas Sheriff's Office
- Los Angeles Police Department (OPGs)
- City of Seattle

All the specific items of interest noted in the RFP by the City can easily be handled with a combination of products through TXI Systems, Inc. including: 'TOPS municipal', 'TOPS link' and 'TOPS public search'. In addition to meeting the request many other benefits and features would be available within these products. Western Towing already uses TOPS as our tow management application, so all these services are offered to the City free of any charge. This would include custom reports as needed.

TOPS municipal and the other products are powerful tools allowing a secure web-based interface designed specifically for police departments. These tools would allow the City to:

- Full capability to view, search, run reports and collect information. This includes live/real time access.
- Compliance with following contract rates can be done on individual records, a report for time period (or other data point) or through exception reporting.
- Real time tracking and reporting is a function built into the system and includes vehicle releases, response times and other information.

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- **Full information is tracked for each vehicle (tow call) from the initial dispatch request to the vehicles final disposition (release/sale/junk) including law enforcement and non-law enforcement request.**

**We will communicate with each City representative as directed to determine what reports are required what format is most useful. Integration for other agencies can be accommodated as desired (printing forms, etc.). Again, these services are offered at No Charge to the City.**

**The City of Glendale has access to this system and is currently using it.**


- 3.2. Please describe how your firm will submit all necessary reports to ADOT and GPD in accordance with A.R.S. Title 28.

**Western Towing can easily accommodate any request for vehicle information, tow ticket, vehicle storage report and any future special reports or projects that might arise. We currently provide monthly reports similar to the ones request in this RFP for other municipalities. Our computerized dispatch system not only tracks and stores all information relating to each tow but also allows for customized reporting in various formats. Western Towing intends to use our document management system and our TOPS application to automate the required daily reports which includes emailing them out as required. This is an important enhancement which exceeds the requirements of this RFP.**

- 3.3. Offeror shall provide contact information for primary account representative and a backup contact for the City of Glendale. Please include contact name, phone number, cell phone number, and email address.

**The primary contact for this contract will be:**  
**Robbie Chapman, General Manager**  
**623-842-6384 or email at [Robbie.chapman@roadonewest.com](mailto:Robbie.chapman@roadonewest.com)**

**Backup Contact:**  
**Wesley Graff, President of Western Towing of Phoenix**  
**623-842-6382 or email [wesley.graff@roadonewest.com](mailto:wesley.graff@roadonewest.com)**

	<p style="text-align: center;"><b>City of Glendale</b>  <b>Solicitation Number: RFP 22-27 / 42200046</b>  <b>CITY FLEET TOWING AND POLICE DIRECTED</b>  <b>CITIZEN VEHICLE TOWING</b>  <b>RESPONSE WORKBOOK</b></p>	<p style="text-align: center;"><b>CITY OF GLENDALE</b>  <b>Procurement Department</b>  <b>5850 West Glendale</b>  <b>Avenue, Suite 317</b>  <b>Glendale, Arizona 85301</b></p>
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- 3.4. Offeror shall provide a complete list of their fleet and an inventory with tow truck capacity.

**Western Towing offers the City of Glendale strength, substance and sustainable service through the abundance and variety of equipment we have available. Western Towing operates one of the largest fleets in the County and exceeds all truck and equipment requirements of this RFP. We currently own and operate a diversified fleet of over 40 trucks.**


**Our equipment consists of light duty flatbeds, wheel lifts, medium duty rollbacks, heavy duty recovery trucks, and specialty equipment for off road and rough terrain recoveries. The size and selection of our fleet enables us to service a complete range of requests and gives us the flexibility to utilize our resources in a manner that reduces response times and better accommodates the City of Glendale Police Department and City Fleet. Our fleet is strategically staged, in high volume areas in order to provide the best coverage and expedient service to officers in the field. We are able to accommodate requests 24hr/7days a week and backfill trucks from the rest of our fleet as tow demands fluctuate.**

**Each tow truck used in the performance of this contract will be equipped with the safety and operational equipment required by City, State, and Federal agencies. Our trucks are outfitted with GPS that works in conjunction with our dispatch software, two-way radio communication systems that provide for immediate communication with our dispatchers. Additionally, each truck is lettered with the company name and displays a current DPS sticker in full compliance with the requirements of the RFP.**

**Please refer to attachment # 1 For a complete fleet list.**

- 3.5. Offeror shall describe the vehicle preventative maintenance program in place to ensure that equipment is ready and capable of providing the services requested.

**Western Towing will ensure that all trucks responding to request for police-initiated tow and impound services are well maintained and clean. We understand the condition should reflect the clean image of the City of Glendale, including the exterior and interior of the truck. This is already an integral part of our operation. Our Standard Operating Procedures require the operator to inspect and approve of the condition of the truck prior to going in service. If the truck requires cleaning or repair, it must be completed prior to going in service. Trucks are spot checked by the on-duty field supervisor and if the truck is not up to standards it can be taken out of service and the operator may face disciplinary action.**

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**Maintenance is a key factor in having a safe and smooth operation. In an effort to maintain equipment at optimal operating levels, Western Towing runs a full mechanical shop. Our experienced mechanics track and conduct our fleet maintenance on a mileage and time basis. This ensures that breakdowns are kept to a minimum and trucks are returned to service as soon as possible. Our maintenance program is critical to reducing any down time and keeping peak performance levels.**

- 3.6. Are the Offeror's vehicles equipped with vehicle tracking/locating systems capable of providing real time data? Can Offeror provide real time location information if requested?

**Western Towing runs GPS in every unit. The GPS system that is used works in conjunction with the TOPS dispatch system. The newer TOPS GPS units that we are swapping to have a forward facing and cab facing camera system that can be accessed real time online. The inside camera is also equipped with audio recording. Approximately 50% of the fleet is currently equipped with the camera units.**

- 3.7. Do you own Heavy Duty tow equipment? (Yes or no) If no, will you subcontract this work? If Yes, provide information on the firm(s) being utilized (name, address, description of equipment).


**Western Towing does own and operate all of the equipment listed in this RFP. We currently provide heavy duty towing services to these agencies.**

**City of Glendale Fleet services**  
**City of Glendale Police Department**  
**City of Tolleson Police Department**  
**City of Peoria Police Department**  
**Maricopa County Sheriff's Department**  
**Arizona Department of Public Safety**

**Please refer to attachment # 1 for a complete list of heavy duty, tractor trailers and rotator units.**

- 3.8. Offeror shall provide information regarding the locations in which they currently operate in.

**Western Towing is a county wide tow provider, servicing Peoria, Glendale, and West Phoenix. We operate 3 storage locations throughout Maricopa County, offering our customers the best in terms of coverage and customer service. Our facilities are strategically located with our customers in mind, specifically**

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regarding response time, convenience, and accessibility. Situated directly between Phoenix and Peoria, the City of Glendale is a prime location and home to our corporate offices, fleet maintenance and repair shop, and one of our three storage facilities. To enhance the quality of our service, we designate trucks to work specifically on the City of Glendale contract and stage these drivers in high volume areas in the City. Having a yard centrally located within City limits, means our drivers are ready to receive calls right when they come into service and are able to drop an impound at the yard and immediately be available to respond to the next City of Glendale tow request. Our size and coverage throughout the County, is an advantage to the City of Glendale. If there is a spike in volume, we are able to call upon our resources in neighboring areas to respond. Similarly, if the City of Glendale needs a tow out of area, we already have trucks close by and can easily dispatch the closest available unit, once again significantly cutting response time

**Western Towing Locations:**

**Corporate Office/Yard**  
**7333 W. Carole Ln.**  
**Glendale, AZ 85303**


**South Yard/Auction**  
**3401 South 43rd Ave.**  
**Phoenix, AZ 85009**

**North Yard**  
**21602 N. 185th Ave.**  
**Surprise, AZ 85374**

- 3.9. Offeror shall provide information on current response times with existing contracts.

**From January 1, 2022, through July 12, 2022, Western Towing completed 8,979 calls for service by law enforcement agencies. We held a Median response time of 18 minutes.**

**Phoenix Police Department, 3,482 calls for service with 17-minute median.**  
**Peoria Police Department, 1,685 calls for service with 20-minute median.**  
**Glendale Police Department, 2,873 calls for service with 19-minute median.**

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3.10. Offeror shall list all payment methods that are available for the customers.


**Western Towing accepts cash, credit and debit cards, certified checks and business checks.**

3.11. Offeror shall describe the following requested information for the storage lot that would be used for this contract:

- Physical location of storage lot  
**7333 West Carole Lane, Glendale, AZ 85303**
- Ownership (own, lease, option to lease, option to purchase). If leased, provide terms of the lease.

**The storage lot is owned and controlled by a related company: R1W Glendale, LLC. Please see attachment # 2 for lease copies.**

- Size of storage lot  
**4.5 acres of usable storage area.**
- Description of customer waiting area. (Climate controlled?)  
**Western Towing offers the best in customer service by offering an indoor customer service lobby, public phone and restrooms. For added security, our facility is equipped with sufficient lighting, digital security cameras and alarm systems. The facility is maintained on a daily basis to ensure it is free of all waste, debris and trash. Our facilities are conveniently located for the officers and citizens of Glendale and exceed all requirements of this section. Vehicles and property stored under this contract will only be stored at this location which already has been approved and on record with The City of Glendale.**
- Parking area provided for customers.  
**The customers park on Carole Lane in front of the office.**
- Vehicle storage capacity of lot (number of vehicles)  
**Western Towing can comfortably store just over 1000 vehicles.**
- Amount of space that is currently occupied  
**The storage facility currently is occupied by 70%.**
- Are there any other cities that currently have vehicles stored in the lot?

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**In addition to the Glendale Police Department, the Peoria Police Department, AZDPS and MCSO have vehicles stored here.**

- Location of business office on site

**Please see attachment # 3.**

- Location of designated customer pick up area on property

**The customer pick-up area is located on the west entrance to the storage facility. Please see attachment # 3.**

- Visuals of storage lot

**Please see attachment # 3 for a Google satellite image of our storage facility.**

- Security fencing of storage lot

**The storage facility currently has a 6ft chain link along the southern portion of the lot, topped with 3 strands of barbed wire. The eastern side has an 8ft block wall with Ultra barrier placed on the top. It also has a fire gate that is 8ft tall, topped with 3 strands of barbed wire. The western side has an 8ft tall chain link fence topped with 3 strands of barbed wire and security slats. The northern wall is a 6ft tall block wall topped with 3 strands of barbed wire at a minimum. Additionally, a portion of the northern wall has an additional 4ft of chain link above the brick wall, topped with 3 strands of barbed wire.**


- Security set up

**The primary storage facility currently has multiple video security systems in place. Both systems are accessible by any computer terminal or by cell phone app. Both storage facilities have audible alarm in place. If they go off and nobody gives the proper code, Glendale Police department is instantly contacted and dispatched to the property. The storage facility is manned 24 hours per day, every day.**

### **VENDOR EXCEPTIONS:**

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

**Document Name:** Exhibit 3 – Insurance Requirements  
**Section:** 1.a.i. Commercial General Liability – General Aggregate \$5,000,000  
**Exception:** Vendor's General Aggregate is only \$3,000,000

	<p>City of Glendale Solicitation Number: RFP 22-27 / 42200046 CITY FLEET TOWING AND POLICE DIRECTED CITIZEN VEHICLE TOWING RESPONSE WORKBOOK</p>	<p>CITY OF GLENDALE Procurement Department 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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**Western Towing has no exceptions to this RFP.**

**ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:**

Attach addendum response(s) and acknowledgement(s) here.



Addendum one  
Questions.pdf



Addendum two  
signed.pdf



Addendum 3  
signed.pdf

**CONFLICT OF INTEREST STATEMENT:**

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST section on page 1 of the EXHIBITS PACKAGE for required information to be included here.

**Western Towing has no conflict of Interest.**

**LIST OF EQUIPMENT**

YEAR	MAKE	MODEL
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**Light Duty  
Flatbed**

2005	International	4300
2006	International	4300
2007	International	4300
2007	International	4300
2007	International	4300
2007	International	4300
2017	International	4300
2017	International	4600
2018	International	4700
2018	International	4700
2018	International	4700
2018	International	4700
2018	International	4700
2018	International	4700
2018	International	4700
2020	International	4700
2020	International	4700
2020	International	4700
2020	International	4700
2020	International	4700
2021	International	4700
2021	International	4700
2023	International	4700
2023	International	4700

**Light Duty hook**

2007	Ford	F450
2005	International	4300

YEAR	MAKE	MODEL
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**Heavy  
Duty**

1999	Peterbilt	378
1992	Peterbilt	378
2005	Peterbilt	378
2008	Peterbilt	378
2016	Peterbilt	389
2018	Kenworth	T-880

**Specialized Tractor**

2001	Peterbilt	379
2001	Peterbilt	379
2003	Peterbilt	378
2013	Peterbilt	367
2013	Peterbilt	367

**20' Box Truck**

1997	International	4900
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**Trailers**

2005	Traileze 53'	Trailer
2007	Traileze 53'	Trailer
2007	Traileze 53'	Trailer
2007	Traileze 53'	Trailer
1992	Dorsey	Refrigeration
2020	Traileze 53'	Triple axle
2014	Traileze	Trailer

**Medium du**

2007	Ir
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**Rec**

1993	
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**Support Ve**

2018	
2019	

**Medium du**

1995	F
2017	

**4X4**

2004	
1985	
1994	

TRIPLE NET LEASE

THIS LEASE AGREEMENT is made this 10th day of April, 2009, by Carole Lane 7333, LLC, an Arizona limited liability company, hereinafter called "Lessor", and Western Towing of Phoenix, Inc., a Delaware corporation, hereinafter called "Lessee".

THE PARTIES AGREE AS FOLLOWS:

1. THE PREMISES

Commencing on or about May 1, 2009, Lessor does hereby lease to Lessee the Premises located at 7333 West Carole Lane, Glendale, AZ 85303 under the terms and conditions set forth below. If for any reason Lessor cannot deliver possession of the Premises to Lessee by May 1, 2009, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease, or the obligations of Lessee hereunder, or extend the term hereof, but in such case, Lessee shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until Lessor delivers possession of the Premises to Lessee.

2. TERM AND RENT

The term of this Lease shall be for approximately six (6) years and Eight (8) months commencing on or about May 1, 2009 and expiring December 31, 2015, unless commencement is delayed as described above in which event the Commencement Date will be the date Lessor delivers possession of the Premises to Lessee, or unless terminated earlier as hereinafter provided. The base rent shall be \$10,000 per month, payable on the first day of each month, through April 30, 2010. Base rent and all other rent and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved.

The monthly base rent provided for above shall be increased by three percent (3% per year) at the commencement of the second year of the term, on May 1, 2010, and each year thereafter ("the adjustment date"). Said three percent (3%) increase shall be based upon the preceding year's rent as adjusted.

3. CONDITION OF PREMISES

Lessee accepts the Premises in "as is" condition. As long as Lessee is not in default under the terms of this lease, Lessee shall have the right to occupy the Premises peacefully and without interference.

4. LESSOR REPRESENTATIONS

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Lessor represents that: At the commencement of the term, the Premises shall be properly zoned for Lessee's stated use and will be in compliance with all applicable laws and regulations. The Premises have not been used for the storage or disposal of any toxic or hazardous substance and as of the commencement of the term, Lessor has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the Premises.

5. UTILITIES

Lessee shall pay all utilities for the Premises. Lessor shall in no way be responsible to Lessee or Lessee's agents, guests, employees, customers, or any other persons for any damages whatsoever caused by any failure, stoppage or leakage of any utility lines or facilities, or from water, fire or accident.

6. TAXES

Within ten (10) days after presentation of property tax bills, Lessee shall pay to Lessor, as additional rent, the current year's taxes applicable to the Premises. Lessee will timely pay to Lessor all property taxes on the Premises and any taxes applicable to improvements made by Lessee to the Premises. Lessee shall timely pay all personal property taxes levied and assessed against Lessee's personal property on the Premises.

7. REPAIRS AND IMPROVEMENTS

Lessor shall not be required to make any repairs or improvements to the Premises. Lessee shall maintain and make all necessary repairs to: (a) the roof, structural components, exterior walls and interior walls and any other portions of the Premises, and (b) the plumbing, electrical, heating, ventilating and air-conditioning systems. Lessee shall clean and maintain (including snow removal) the parking areas, yards and exterior of the Premises so as to keep the Premises in a safe and attractive condition. Lessee by continuing occupancy of the Premises acknowledges receipt thereof in good condition. Lessee shall not make any improvements to the property without the written consent of Lessor, which consent shall not unreasonably be withheld, and should such improvements be made, Lessee will give Lessor reasonable opportunity to post notices of "non-responsibility" on the Premises, including specifying the intended commencement date of the improvements. Lessor may require Lessee to remove trade fixtures and personal property and any improvements constructed by Lessee at the termination of the Lease, and to restore the Premises to its original condition, normal wear and tear excepted. Alterations, including wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become part of the realty and belong to the Lessor and shall be surrendered with the Premises.

8. FIRE AND CASUALTY INSURANCE

Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy

of fire and casualty insurance, with an extended coverage endorsement, in the name of both Lessor and Lessee, against fire, casualty, or extended coverage loss to the Premises, in an amount adequate to cover the cost of replacement of the building and other improvements to the Premises, with a deductible not to exceed \$ 20,000<sup>00</sup>. Lessee agrees that it will not keep, use, sell or offer for sale, in or upon the Premises, any article which may be prohibited by such fire insurance policy covering the Premises. Lessee shall at all times maintain fire insurance with an extended coverage endorsement, in the name of Lessor and Lessee, in an amount adequate to cover the cost of replacement of all trade fixtures, alterations, additions or improvements made to the Premises by Lessee or by Lessor on Lessee's behalf in the event of fire or extended coverage loss.

In the event Lessor obtains its own insurance with respect to the Premises, which it is not obligated by this Lease to do, and as long as their respective insurers so permit, Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain such waivers. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver. Furthermore, in the event Lessor obtains its own insurance with respect to the Premises, nevertheless, Lessee's insurance shall at all times be primary to and ahead of any such Lessor insurance with regard to the insurer's portion of coverage for loss from fire, casualty or otherwise.

#### 9. LESSEE'S LIABILITY INSURANCE

Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount as is customarily carried with respect to properties similar to the Premises, but no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate in any one year, with a deductible of not to exceed \$ 20,000<sup>00</sup>. Such insurance shall further insure Lessor and Lessee against liability for property damages in an amount as is customarily carried with respect to properties similar to the Premises. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessor's protective liability endorsement attached thereto. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Lessor may carry.

#### 10. USE OF THE PREMISES

Lessee shall use the Premises for the operation of Lessee's business as it is presently constituted and for purposes reasonably related thereto. Lessee shall comply with all applicable City, County, State and Federal laws, rules and regulations.

#### 11. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this lease or sublet any part of the Premises without the prior written consent of Lessor, which consent Lessor shall not unreasonably withhold.

## 12. DAMAGE TO PREMISES

Should the Premises be damaged through fire or other cause not the fault of Lessee, Lessee will owe no rent for any period during which Lessee is substantially deprived of the use of the Premises. If Lessee is substantially deprived of the use of the Premises for more than 90 days because of such damage, Lessee may terminate this lease by delivering written notice of termination to Lessor.

## 13. DEFAULT

Default in the payment of any installment of rent which is not cured within ten (10) days after notice by Lessor to the Lessee shall give the absolute right to Lessor to require the Lessee to vacate the Premises. Any other covenants or requirements under this Lease shall be cured by the Lessee within thirty (30) days after the date notice is given by the Lessor. Failure to correct any default within the time required after notice shall give to Lessor the right to exercise any or all of the following rights and remedies:

### a. Terminate the Lease:

Lessor may terminate this Lease, and upon such termination, Lessor may recover:

- (1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;
- (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for said period that Lessee proves could have been reasonably avoided; and
- (4) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Paragraphs (a) and (b) is computed by allowing interest at ten percent (10%) per annum. The "worth at the time of award" of the amount referred to in Paragraph (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Lessor may, but shall not be obligated to, relet the Premises prior to the time of award for breach of this Lease by Lessee. In such case, if Lessee does not prove that in reletting the Premises Lessor failed to act reasonably and in good faith make effort to mitigate the damages, then Lessor shall be entitled to an award for Lessee's improper termination of this Lease. Such award shall consist of the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided.

Efforts by Lessor to mitigate the damages caused by Lessee's breach of the Lease do not waive Lessor's right to recover damages.

Nothing herein affects the right of Lessor under this Lease to indemnification for liability arising prior to the termination of the Lease for personal injuries or property damage.

b. Termination Notice and Reentry. If any breach occurs, Lessor may terminate Lessee's right to possession of the Premises by and upon delivery to Lessee of Lessor's written notice thereof ("Termination Notice"). Lessor shall then have the immediate right to reenter the Premises and take possession thereof pursuant to legal proceedings and to remove all persons and property from the Premises. If Lessee shall have abandoned the Premises, legal proceedings shall not be necessary to empower Lessor to reenter and take possession of the Premises. No act or omission of Lessor, save and except delivery of a Termination Notice, shall terminate Lessee's right to possession of the Premises.

c. Maintain Possession. Lessor may maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, Lessor shall in addition to any other remedies available to Lessor at law or in equity or under this Lease, have the right to bring an action or actions, from time to time, against Lessee, in any court of competent jurisdiction, for all rent and other sums due or becoming due under this Lease, including all damages and costs proximately caused thereby, notwithstanding Lessee's abandonment or vacation of the Premises or other acts of Lessee. Such remedy may be exercised by Lessor without prejudice to its right to thereafter terminate this Lease in accordance with the other provisions contained in this Lease.

d. Lessor's Option. Even though Lessee has committed a breach of this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due under this Lease.

The remedies provided in the paragraphs above are not exclusive but are supplemental and additional to any other legal or equitable rights and remedies Lessor may have for Lessee's breach hereunder. Additionally, Lessor may pursue any other remedies now or hereafter available to Lessor under the laws or judicial decisions of the State of Arizona.

14. EMINENT DOMAIN

This Lease will become void if any part of the Premises is taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the Premises by eminent domain pays for the value of Lessee's Lease, Lessee's loss of business and for moving and relocation expenses.

15. DISPUTES

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

16. ATTORNEYS' FEES

Should either party find it necessary to file suit in order to enforce any provisions of this Lease, the prevailing party shall be entitled to recover reasonable costs including attorneys' fees in connection therewith.

17. WAIVER

The waiver by Lessor of any conditions or covenants in this Lease shall not be construed as the waiver of any other conditions or covenants, nor shall such waiver be extended by implication to subsequent actions or failures to act.

18. MISCELLANEOUS.

a. Lessor shall have the right of access to the Premises during business hours and in emergencies at other times, but shall not interfere with the operation of Lessee's business.

b. Lessee shall have the right to maintain signs on the Premises, advertising Lessee's business, which signs shall conform to applicable laws, rules, and regulations.

c. If Lessee with Lessor's consent remains in possession after expiration or termination of this term, or after notice of termination, such possession shall be deemed to be a month-to-month tenancy terminable on thirty (30) days notice by either party. Nothing herein shall be construed as giving Lessee the right to hold over.

d. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

e. This Lease binds and benefits the heirs, successors and assignees of the parties.

f. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- In person
- By certified mail, or
- By overnight courier.

g. This Lease will be governed by and construed in accordance with the laws of the State of Arizona.

h. This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

i. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and all of which, taken together, shall constitute a single instrument. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

EXECUTED in duplicate as of the date first above written.

"Lessor" Carole Lane 7333, LLC

By: 

Dale Wineteer, Managing Member

Address: 3821 Calle Fortunada, Suite A, San Diego, CA 92123

"Lessee" Western Towing of Phoenix, Inc.

By: 

Brad Ramsey, Vice President

Address: 3821 Calle Fortunada, Suite A, San Diego, CA 92123

TRIPLE NET LEASE

THIS LEASE AGREEMENT is made this 14th day of April, 2007, by R1W Glendale, LLC, an Arizona limited liability company, hereinafter called "Lessor", and Western Towing of Phoenix, a Delaware corporation, hereinafter called "Lessee".

## THE PARTIES AGREE AS FOLLOWS:

1. THE PREMISES

Commencing on or about April 14, 2007, Lessor does hereby lease to Lessee the Premises located at 7533 N. 75<sup>th</sup> Avenue, Glendale, AZ 85303 under the terms and conditions set forth below. If for any reason Lessor cannot deliver possession of the Premises to Lessee by April 14, 2007, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease, or the obligations of Lessee hereunder, or extend the term hereof, but in such case, Lessee shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until Lessor delivers possession of the Premises to Lessee.

2. TERM AND RENT

The term of this Lease shall be for approximately six (6) years and eight (8) months commencing on or about April 14, 2007 and expiring December 31, 2013, unless commencement is delayed as described above in which event the Commencement Date will be the date Lessor delivers possession of the Premises to Lessee, or unless terminated earlier as hereinafter provided. ~~The base rent shall be \$1,500.00~~ per month, payable on the first day of each month, through December 31, 2013. Base rent and all other rent and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved.

The monthly base rent provided for above shall be increased by three percent (3% per year) at the commencement of the third year of the term and each year thereafter ("the adjustment date"). Said three percent (3%) increase shall be based upon the preceding year's rent as adjusted.

3. CONDITION OF PREMISES

Lessee accepts the Premises in "as is" condition. As long as Lessee is not in default under the terms of this lease, Lessee shall have the right to occupy the Premises peacefully and without interference.

4. LESSOR REPRESENTATIONS

5th Amendment to TRIPLE NET LEASE

THIS 5th amendment to the LEASE AGREEMENT dated the 23rd day of December, 2016, by Carole Lane 7333, LLC, an Arizona limited liability company, hereinafter called "Lessor", and Western Towing of Phoenix, a Delaware corporation, hereinafter called "Lessee".

THE PARTIES AGREE TO THE FOLLOWS:

Under Section 2. TERM AND RENT

The term of this Lease shall be extended for Two (2) years, expiring December 31, 2023. The base rent shall remain to be \$7,600 per month, payable on the first day of each month. Base rent and all other rent and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved.

EXECUTED in duplicate as of October 1, 2021.

"Lessor" Carole Lane 7333, LLC

By: 

Dale Wineteer, Managing Member

Address: 9150 Chesapeake Dr., Suite 240,  
San Diego, CA 92123

"Lessee" Western Towing of Phoenix, Inc.

By: 

Steve Bishop, Vice President

Address: 7333 West Carole Lane  
Glendale, Arizona 85303

Lessor represents that: At the commencement of the term, the Premises shall be properly zoned for Lessee's stated use and will be in compliance with all applicable laws and regulations. The Premises have not been used for the storage or disposal of any toxic or hazardous substance and as of the commencement of the term, Lessor has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the Premises.

5. UTILITIES

Lessee shall pay all utilities for the Premises. Lessor shall in no way be responsible to Lessee or Lessee's agents, guests, employees, customers, or any other persons for any damages whatsoever caused by any failure, stoppage or leakage of any utility lines or facilities, or from water, fire or accident.

6. TAXES

Within ten (10) days after presentation of property tax bills, Lessee shall pay to Lessor, as additional rent, the current year's taxes applicable to the Premises. Lessee will timely pay to Lessor all property taxes on the Premises and any taxes applicable to improvements made by Lessee to the Premises. Lessee shall timely pay all personal property taxes levied and assessed against Lessee's personal property on the Premises.

7. REPAIRS AND IMPROVEMENTS

Lessor shall not be required to make any repairs or improvements to the Premises. Lessee shall maintain and make all necessary repairs to: (a) the roof, structural components, exterior walls and interior walls and any other portions of the Premises, and (b) the plumbing, electrical, heating, ventilating and air-conditioning systems. Lessee shall clean and maintain (including snow removal) the parking areas, yards and exterior of the Premises so as to keep the Premises in a safe and attractive condition. Lessee by continuing occupancy of the Premises acknowledges receipt thereof in good condition. Lessee shall not make any improvements to the property without the written consent of Lessor, which consent shall not unreasonably be withheld, and should such improvements be made, Lessee will give Lessor reasonable opportunity to post notices of "non-responsibility" on the Premises, including specifying the intended commencement date of the improvements. Lessor may require Lessee to remove trade fixtures and personal property and any improvements constructed by Lessee at the termination of the Lease, and to restore the Premises to its original condition, normal wear and tear excepted. Alterations, including wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall at once become part of the realty and belong to the Lessor and shall be surrendered with the Premises.

8. FIRE INSURANCE

Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy

of fire and casualty insurance, with an extended coverage endorsement, in the name of both Lessor and Lessee, against fire, casualty, or extended coverage loss to the Premises, in an amount adequate to cover the cost of replacement of the building and other improvements to the Premises. Lessee agrees that it will not keep, use, sell or offer for sale, in or upon the Premises, any article which may be prohibited by such fire insurance policy covering the Premises. Lessee shall at all times maintain fire insurance with an extended coverage endorsement, in the name of Lessor and Lessee, in an amount adequate to cover the cost of replacement of all trade fixtures, alterations, additions or improvements made to the Premises by Lessee or by Lessor on Lessee's behalf in the event of fire or extended coverage loss.

In the event Lessor obtains its own insurance with respect to the Premises and as long as their respective insurers so permit, Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall apply to their insurers to obtain such waivers. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

9. LESSEE'S LIABILITY INSURANCE

Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Lessor and Lessee against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount as is customarily carried with respect to properties similar to the Premises, but no less than \$100,000 per occurrence, and \$1,000,000 in any one year. Such insurance shall further insure Lessor and Lessee against liability for property damages in an amount as is customarily carried with respect to properties similar to the Premises. The limit of any such insurance shall not, however, limit the liability of the Lessee hereunder. Lessee may provide this insurance under a blanket policy, provided that said insurance shall have a Lessor's protective liability endorsement attached thereto. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Lessor may carry.

10. USE OF THE PREMISES

Lessee shall use the Premises for the operation of Lessee's business as it is presently constituted and for purposes reasonably related thereto. Lessee shall comply with all applicable City, County, State and Federal laws, rules and regulations.

11. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this lease or sublet any part of the Premises without the prior written consent of Lessor, which consent Lessor shall not unreasonably withhold.

12. DAMAGE TO PREMISES

Should the Premises be damaged through fire or other cause not the fault of Lessee, Lessee will owe no rent for any period during which Lessee is substantially deprived of the use of the Premises. If Lessee is substantially deprived of the use of the Premises for more than 90 days because of such damage, Lessee may terminate this lease by delivering written notice of termination to Lessor.

13. DEFAULT

Default in the payment of any installment of rent which is not cured within ten (10) days after notice by Lessor to the Lessee shall give the absolute right to Lessor to require the Lessee to vacate the Premises. Any other covenants or requirements under this Lease shall be cured by the Lessee within thirty (30) days after the date notice is given by the Lessor. Failure to correct any default within the time required after notice shall give to Lessor the right to exercise any or all of the following rights and remedies:

a. Terminate the Lease:

Lessor may terminate this Lease, and upon such termination, Lessor may recover:

- (1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;
- (2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;
- (3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for said period that Lessee proves could have been reasonably avoided; and
- (4) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in Paragraphs (a) and (b) is computed by allowing interest at ten percent (10%) per annum. The "worth at the time of award" of the amount referred to in Paragraph (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

Lessor may, but shall not be obligated to, relet the Premises prior to the time of award for breach of this Lease by Lessee. In such case, if Lessee does not prove that in reletting the Premises Lessor failed to act reasonably and in good faith make effort to mitigate the damages,

then Lessor shall be entitled to an award for Lessee's improper termination of this Lease. Such award shall consist of the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Lessee proves could be reasonably avoided.

Efforts by Lessor to mitigate the damages caused by Lessee's breach of the Lease do not waive Lessor's right to recover damages.

Nothing herein affects the right of Lessor under this Lease to indemnification for liability arising prior to the termination of the Lease for personal injuries or property damage.

b. Termination Notice and Reentry. If any breach occurs, Lessor may terminate Lessee's right to possession of the Premises by and upon delivery to Lessee of Lessor's written notice thereof ("Termination Notice"). Lessor shall then have the immediate right to reenter the Premises and take possession thereof pursuant to legal proceedings and to remove all persons and property from the Premises. If Lessee shall have abandoned the Premises, legal proceedings shall not be necessary to empower Lessor to reenter and take possession of the Premises. No act or omission of Lessor, save and except delivery of a Termination Notice, shall terminate Lessee's right to possession of the Premises.

c. Maintain Possession. Lessor may maintain Lessee's right to possession, in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event, Lessor shall in addition to any other remedies available to Lessor at law or in equity or under this Lease, have the right to bring an action or actions, from time to time, against Lessee, in any court of competent jurisdiction, for all rent and other sums due or becoming due under this Lease, including all damages and costs proximately caused thereby, notwithstanding Lessee's abandonment or vacation of the Premises or other acts of Lessee. Such remedy may be exercised by Lessor without prejudice to its right to thereafter terminate this Lease in accordance with the other provisions contained in this Lease.

d. Lessor's Option. Even though Lessee has committed a breach of this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Lessor does not terminate Lessee's right to possession, and Lessor may enforce all of its rights and remedies under this Lease, including the right to recover rent as it becomes due under this Lease.

The remedies provided in the paragraphs above are not exclusive but are supplemental and additional to any other legal or equitable rights and remedies Lessor may have for Lessee's breach hereunder. Additionally, Lessor may pursue any other remedies now or hereafter available to Lessor under the laws or judicial decisions of the State of Washington.

#### 14. EMINENT DOMAIN

This Lease will become void if any part of the Premises is taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the

Premises by eminent domain pays for the value of Lessee's Lease, Lessee's loss of business and for moving and relocation expenses.

15. DISPUTES

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

16. ATTORNEYS' FEES

Should either party find it necessary to file suit in order to enforce any provisions of this Lease, the prevailing party shall be entitled to recover reasonable costs including attorneys' fees in connection therewith.

17. WAIVER.

The waiver by Lessor of any conditions or covenants in this Lease shall not be construed as the waiver of any other conditions or covenants, nor shall such waiver be extended by implication to subsequent actions or failures to act.

18. MISCELLANEOUS.

a. Lessor shall have the right of access to the Premises during business hours and in emergencies at other times, but shall not interfere with the operation of Lessee's business.

b. Lessee shall have the right to maintain signs on the Premises, advertising Lessee's business, which signs shall conform to applicable laws, rules, and regulations.

c. If Lessee with Lessor's consent remains in possession after expiration or termination of this term, or after notice of termination, such possession shall be deemed to be a month-to-month tenancy terminable on thirty (30) days notice by either party. Nothing herein shall be construed as giving Lessee the right to hold over.

d. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

e. This Lease binds and benefits the heirs, successors and assignees of the parties.

f. All notices must be in writing. A notice may be delivered to a party at the

address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- In person
- By certified mail, or
- By overnight courier.

g. This Lease will be governed by and construed in accordance with the laws of the State of Arizona.

h. This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

i. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and all of which, taken together, shall constitute a single instrument. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

EXECUTED in duplicate as of the date first above written.

"Lessor" R1W Glendale, LLC

By: 

Dale Wineteer, Managing Member

Address: 3821 Calle Fortunada, Suite A,  
San Diego, CA 92123

"Lessee" Western Towing of Phoenix, Inc.

By: 

Brad Ramsey, President

Address: 2145 W. William Drive  
Phoenix, Arizona 85027

6th Amendment to TRIPLE NET LEASE

THIS 6th amendment to the LEASE AGREEMENT dated the 14th day of April, 2007, by R1W Glendale, LLC, an Arizona limited liability company, hereinafter called "Lessor", and Western Towing of Phoenix, a Delaware corporation, hereinafter called "Lessee".

THE PARTIES AGREE TO THE FOLLOWS:

Under Section 2. TERM AND RENT

The extended term of this Lease shall be for approximately 2 years (2) years commencing on or about January 1, 2022 and expiring December 31, 2023, unless amended otherwise. The base rent shall be \$10,500 per month, payable on the first day of each month, through December 31, 2023. Base rent and all other rent and charges for any period during the term hereof which is for less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved.

EXECUTED in duplicate as of October 1, 2021.

"Lessor" R1W Glendale, LLC

By: \_\_\_\_\_

Dale Wineteer, Managing Member

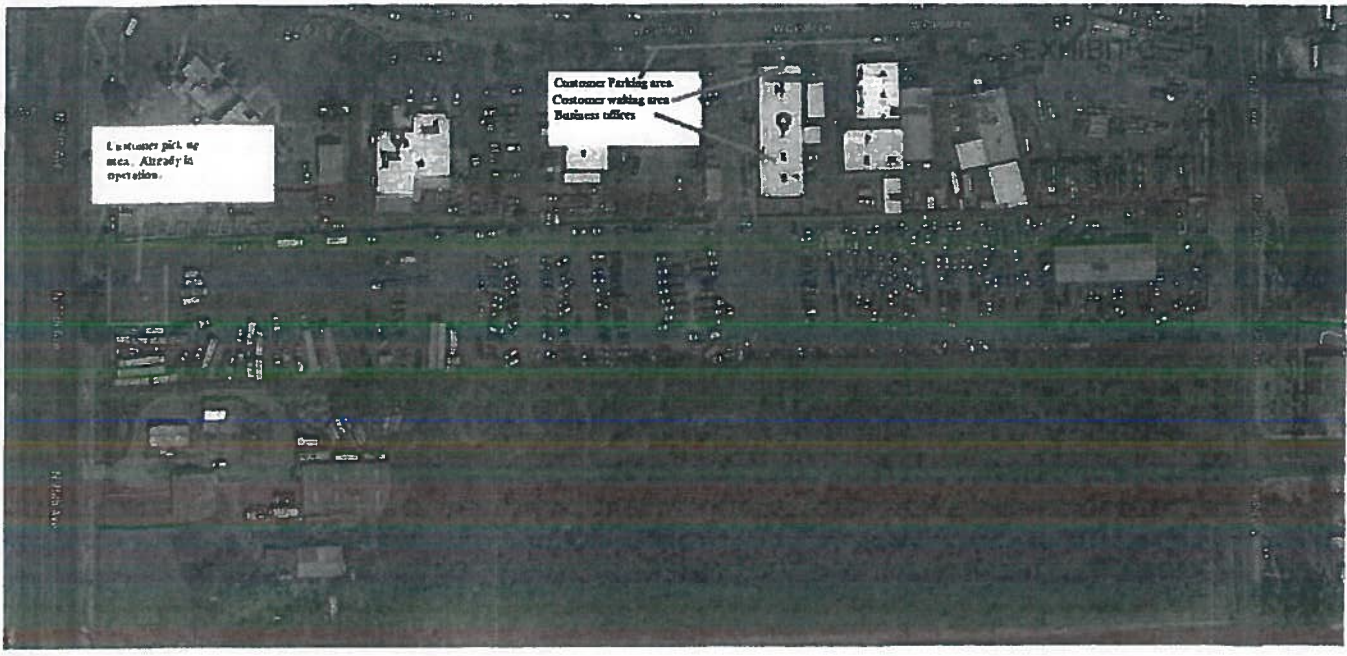
Address: 9150 Chesapeake Dr, Suite 240  
San Diego, CA 92123

"Lessee" Western Towing of Phoenix, Inc.

By: \_\_\_\_\_

Steve Bishop, Vice President

Address: 7333 West Carole Lane  
Glendale, Arizona 85303




A customer pick up area. Already in operation.

Customer Parking area  
Customer waiting area  
Business offices





	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 W. Glendale Avenue</b> <b>Suite 317</b> <b>Glendale, AZ 85301</b> <b>Phone: (623) 930-2865</b>
	Solicitation Number: RFP 22-27	Addendum #1	
Solicitation Due Date: JULY 14, 2022, 2:00 p.m. (Local Time)			

## RFP 22-27

## CITY FLEET TOWING AND POLICE DIRECTED CITIZEN VEHICLE TOWING

**1. Would the City consider changing the re tow and reassume fees to reflect private impound laws?**

Section 3.28, G, i, states: Contractor shall provide notice to customers that they have 72 hours to pick up vehicles upon release. If customers do not pick up prior to the 72 hours, then Contractor may re tow vehicle back into the storage area and reassume fees under the contracted rate.

After the vehicle is placed in the customer pick up area, the contracted tow would be complete. The vehicle removal should be considered a private impound and ran at the private impound fees already set by the city.

**City's Response:** The City has modified this with additional language in red:

Section 3.28, G(i) states: Contractor shall provide notice to customers that they have 48 Business Hours to pick up vehicles upon release. If customers do not pick up prior to the 48 hours, then Contractor may re tow vehicle back into the storage area and reassume fees under the contracted rate and is now considered a private impound.

**2. Could we get the length of time changed from 72 hours to 24 hours?**

**City's Response:** We will accept 48 business hours. "Business Hours" shall mean Monday-Friday 08:00am – 5:00pm and excludes weekends and Holidays.

**3. These 3 sections are not usual and customary for this industry. Would the City consider removing these requirements?**

**Exhibit 3,**  
**Section 1, iv Fidelity Insurance,**  
**Section 1, v Professional Liability,**  
**Section 1, vi Cyber Liability,**


**City's Response:** An addendum will be issued the week of July 4, 2022, to address this question as we are still waiting on a response from our Risk Management team.

**4. Vendor Self Service bid title page shows due date of 7/6/2022 02:00 PM and open date of 7/7/22 at 02:01 PM. What is the correct due date?**

**City's Response:** This has been updated in the online bid system and has been extended to have a due date of **July 14, 2022, 2:P.M local time.**

**5. I would request some clarity on auction proceeds to be remitted to the City.**

**City's Response:** Please refer to the Auction section this will remain as is.

	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 W. Glendale Avenue</b> <b>Suite 317</b> <b>Glendale, AZ 85301</b> <b>Phone: (623) 930-2865</b>
	Solicitation Number: RFP 22-27	Addendum #1	
Solicitation Due Date: <b>JULY 14, 2022, 2:00 p.m.</b> (Local Time)			

6. The gross wage excludes or includes taxes collected, the cost of making keys as well as money collected in the form of buyer fees?

**City's Response:** This will INCLUDE taxes collected, (ALL PROCEEDS) along with anything extra done to get the vehicle to run and operate.

7. Can the vehicles be moved to the Auction lot outside of Glendale when having an online auction?

**City's Response:** Yes

8. Is this a set percentage for the split predetermined by the city or is it to be included as a proposed amount from us? If the city has a set percentage can that be shared with us?

**City's Response:** Pre-determined by the City. This is a proposed amount when bids are submitted by the vendor.

9. Also, we too, would like clarity on the insurance requirements for the uncommon coverages outlined in Exhibits pkg sec iv), v), and vi). As mentioned, the amount of coverage requested will come at a much higher cost and would need to be understood when considering our pricing proposals.

**City's Response:** See question #3

10. Does Glendale have a set percentage for auction split?

**City's Response:** See question number 8.

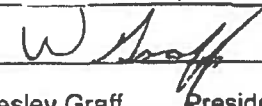
11. Can we get a historical call count for number of civilian vehicles to the yard and if possible what percentage, historically, of those vehicles move to auction sales?

**City's Response:** No report exists.


The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Western Towing of Phoenix Inc.

Address: P.O. Box 34090, Phoenix, AZ 85067

Authorized Signature: 

Print Name and Title: Wesley Graff President

	<b>SOLICITATION ADDENDUM</b>	<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 W. Glendale Avenue</b> <b>Suite 317</b> <b>Glendale, AZ 85301</b> <b>Phone: (623) 930-2865</b>
	Solicitation Number: RFP 22-27      Addendum #2      Page 1 of 1 Solicitation Due Date: <b>JULY 14, 2022, 2:00 p.m. (Local Time)</b>	

## RFP 22-27

**CITY FLEET TOWING AND POLICE DIRECTED CITIZEN VEHICLE TOWING**

**This Addendum #2 is a follow up to address question number 3 from Addendum #1.**

- 3. These 3 sections are not usual and customary for this industry. Would the City consider removing these requirements?**

**Exhibit 3,**

- Section 1, iv Fidelity Insurance,**  
**Section 1, v Professional Liability,**  
**Section 1, vi Cyber Liability,**

**City's Response:** No, the City will not remove these requirements.

**Exhibit 3, Section 1, iv Fidelity Insurance,** The contract requires the contractor to handle money on behalf of the City and to remit those funds as indicated back to the City. To protect the city against losses involving money and securities, we would require Fidelity or Crime insurance as stated in the Exhibit.

**Section 1, v Professional Liability,** The contract requires the contractor to obtain title to and auction the vehicle. Professional liability insurance protects the city against losses when the contractor fails to conduct/perform this portion of the work for the standards of that profession, in this case, title work and auctioneers. We would be willing to reduce the limit per occurrence or claim from \$2M to \$1M and the aggregate from \$4M to \$2M.

**Section 1, vi Cyber Liability,** The contract requires the contractor to handle other individuals protected information, which can subject the city to liability, such as privacy violations, release of private information, identity theft, etc. We would be willing to reduce the per occurrence or claim limit from \$5M to \$1M and the aggregate from \$10M to \$2M.

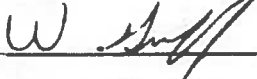
- 9. Also, we too, would like clarity on the insurance requirements for the uncommon coverages outlined in Exhibits pkg sec iv), v), and vi). As mentioned, the amount of coverage requested will come at a much higher cost and would need to be understood when considering our pricing proposals.**

**City's Response:** See question #3


The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Western Towing of Phoenix Inc.

Address: P.O. Box 34090, Phoenix, AZ 85067

Authorized Signature: 

Print Name and Title: Wesley Graff      President

	<b>SOLICITATION ADDENDUM</b>		<b>CITY OF GLENDALE</b> <b>Procurement Division</b> <b>5850 W. Glendale Avenue</b> <b>Suite 317</b> <b>Glendale, AZ 85301</b> <b>Phone: (623) 930-2865</b>
	Solicitation Number: RFP 22-27	Addendum #3	
Solicitation Due Date: <b>JULY 19, 2022, 2:00 p.m.</b> (Local Time)			

## RFP 22-27

## CITY FLEET TOWING AND POLICE DIRECTED CITIZEN VEHICLE TOWING

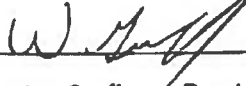
This Addendum #3 is a follow up due to missing information on the original Pricing Workbook.

1. Extending due date to 7/19/22 due to a "Revised Pricing Workbook"
2. Adding a Revised Pricing Workbook to include Sale Proceeds.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company: Western Towing of Phoenix Inc.

Address: P.O. Box 34090 Phoenix, AZ 85067

Authorized Signature: 

Print Name and Title: Wesley Graff President