

AGREEMENT FOR ON-CALL TEMPORARY TRAFFIC BARRICADE SERVICES

City of Glendale Solicitation No. RFP 26-05

This Agreement for On-Call Temporary Traffic Barricade Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Western Towing of Phoenix Inc. dba Western Towing, a Delaware corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the ____ day of _____, 2025.

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**, pursuant to Solicitation No. RFP 26-05 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Key Personnel; Sub-contractors.**

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with 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 contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or 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 Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor 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. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in 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. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors 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. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor 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.

Contractor 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. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, 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, Contractor 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, Contractor 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, Contractor 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, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the 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) Contractor 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. Contractor 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 Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$1,000,000, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the 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 Contractor 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.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor 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 or as specified in the solicitation.

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 Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors 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 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor 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.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor 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.

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors 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 Contractor or subcontractor'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 Contractor and subcontractor 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 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); and
 - 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, or 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 on or before 5:00 p.m.; 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; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Western Towing of Phoenix Inc.
c/o Wesley Traff
7333 W Carole Lane
Glendale, AZ 85303
 - 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 Anne Shadle
5970 W Brown St
Glendale, Arizona 85301
(623) 930-2864

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 City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor 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.

14. **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.

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

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor 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.

15.2 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.

- 15.3 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.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 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.
- 15.6 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 deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. 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 Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 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 thirty (30) 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.

17. **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.
18. **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>
19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Patrick Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Western Towing of Phoenix Inc.
dba Western Towing,
a Delaware corporation



By: Wesley Graff
Its: Manager

EXHIBIT A
ON-CALL TEMPORARY TRAFFIC BARRICADE SERVICES
PROJECT

Contractor shall provide services per RFP 26-05, attached below.



City of Glendale
Solicitation Number: RFP 26-05/42600003
ON-CALL TEMPORARY TRAFFIC CONTROL AND
BARRICADE SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

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Required Submittal Documents

- 1. Response Workbook** – To be completed by Offeror and submitted as their response.
- 2. Pricing Workbook** – To be completed by Offeror and submitted as their response.



City of Glendale
Solicitation Number: RFP 26-05/42600003
ON-CALL TEMPORARY TRAFFIC CONTROL AND
BARRICADE SERVICES

CITY OF GLENDALE
Procurement Division
5970 West Brown Street,
Suite 210
Glendale, Arizona 85302

1. INTRODUCTION

The City of Glendale (City) is soliciting proposals from Contractors to provide on-call temporary traffic control and barricade services in support of emergency response operations for the Glendale Police Department. The intent of the resulting contract from this Request for Proposal (RFP) is to ensure public safety, preserve the integrity of investigative scenes, and facilitate secure and efficient incident management in cases such as vehicular fatalities, criminal investigations, and hazardous conditions requiring limited or no public access. The selected vendor/vendors will serve as a critical partner in rapidly securing affected areas through the deployment of professional traffic control measures in accordance with applicable local, state, American National Standards Institute (ANSI), and Occupational Safety and Health Act (OSHA) laws, rules, regulations and federal standards.

2. DESCRIPTION OF WORK

Because the barricade services will be to provide temporary traffic control for emergency scenes, the number of calls and scenes will vary. However, based on averages from the previous five (5) years, the estimated number of temporary traffic control and barricade emergency service calls is approximately 56 calls annually with each call requiring between four (4) to eight (8) hours of service and four (4) trucks needed on scene.

3. CONTRACTOR REQUIREMENTS

Contractor shall furnish all labor, materials, tools, vehicles, equipment, insurance, permits and fees, and supervision necessary to deliver the following core services:

- Deployment and implementation of traffic control systems upon request.
- Setup of comprehensive traffic redirection mechanisms, including full or partial road closures, lane restrictions, and detours.
- Establishment of clearly demarcated and secure perimeters to preserve investigative evidence and mitigate public exposure to hazardous scenes.
- Continuous coordination with the Glendale Police Department.
- On-site presence throughout the duration of the incident, as needed, with flexibility to adjust barricade configurations based on evolving scene dynamics.

4. LOCATION REPRESENTATION

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.

5. REQUIRED EQUIPMENT AND SPECIFICATIONS

Contractor is responsible for supplying and maintaining, in good working conditions in accordance with the latest editions of the FHWA Manual on Uniform Traffic



City of Glendale
Solicitation Number: RFP 26-05/42600003
ON-CALL TEMPORARY TRAFFIC CONTROL AND
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CITY OF GLENDALE
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Suite 210
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Control Devices (MUTCD), all equipment necessary for effective scene control, including but not limited to:

- AZDOT-certified traffic cones, Type I/II/III barricades, and channelizing devices.
- High-intensity strobe lighting systems suitable for high-visibility in low-light or high-traffic environments.
- Custom signage for road closures, detours, and hazardous area alerts.
- Folding barricades, delineators, and other containment materials suitable for quick deployment.
- Communication equipment for immediate coordination with public safety command personnel.

The Contractor shall maintain sufficient inventory levels to provide support for the City's requirements. The Contractor, at their expense, shall procure all necessary license and permits relating to the services therein.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 Contractor shall set up equipment and supplies after receiving a call from Glendale Police Department. Setup includes placing all equipment at the designated traffic control area to delineate hazards, alert and guide motorists, and protect pedestrians and workers.
- 6.2 Contractor must be on site within one hour of contact by the Glendale Police Department.
- 6.3 Contractor shall provide an on-site presence throughout the duration of the incident and provide flexibility to adjust barricade configurations based on evolving scene dynamics.
- 6.4 Barricades must be removed within two hours once the Glendale Police Department employee who authorized the temporary barricade service has determined that the temporary barricade is no longer needed.

7. DISPATCH

Contractor shall provide and maintain a manned 24-hour dispatch center, 7 days a week, including holidays, to support services under this contract. The Glendale Police Department shall, at their discretion, request the number of trucks required to secure each scene.

8. EQUIPMENT INSPECTION AND SERVICE

The equipment shall be inspected, serviced, repaired, and replaced throughout the contract period and at each scene, as needed, to keep all equipment in good order as stated in the specifications.

9. DELIVERY AND SERVICE VEHICLES

All delivery and service vehicles used to perform work under this contract shall be equipped with service vehicle flashers and an arrow panel in accordance with the Phoenix Traffic Barricade Manual. The Contractor's vehicles and equipment shall



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be neat in appearance and clearly identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name and local telephone number. The Contractor shall maintain its vehicles and equipment in safe and mechanically-sound condition.

10. EXISTING SIGNAGE/SANDBAGS

Existing signs conflicting with temporary signs shall be covered. Two sandbags are required for each portable sign and vertical panel. If more sandbags are needed, they will be at no additional cost to the City.

11. PERSONNEL REQUIREMENTS:

- 11.1 Contractor shall only use trained, competent employees in the performance of this contract. Contractor personnel assigned to barricading activities must be certified in the "standards for work zone traffic control" through the American Traffic Safety Services Association (ATSSA). A copy of the certification cards must be available upon request for all contracted personnel.
- 11.2 At the request of the City, Contractor shall remove from assignment to this contract any employee found to be incompetent, abusive or disorderly, whether supervisory or non-supervisory.
- 11.3 Contractor's staff must be able to converse in the English language and shall be authorized by the Contractor to accept and act upon all directives issued by the City representative.
- 11.4 Contractor shall follow all applicable OSHA and industry standards. Contractor must follow all federal, state, and local laws and regulations. Contractor shall ensure all workers abide and are properly trained in OSHA regulations and traffic safety.
- 11.5 Safety vests or high visibility clothing, as described in American National Standards Institute (ANSI) requirements (Class 2 Min.), must be worn by Contractor employees while providing service.

12. PUBLIC SAFETY AND AVOIDING DAMAGE

Contractor shall exercise caution to protect pedestrian and vehicular traffic. Contractor shall avoid causing any damage to public or private property including, but not limited to, wires, cable structures, fences, vehicles, trees, plants, and other artifacts. If, in the opinion of the Contract Administrator, Contractor engages in hazardous practice, Contractor shall cease such activity immediately after notification by the City of Glendale Police Department and/or Contract Administrator.

13. INVOICES

Invoices shall be sent to glendalepolicepayables@glendaleaz.com and shall contain, at a minimum, the following:

- Date of service
- Name of staff member placing the request



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- Delivery time
- Pickup time
- Detailed pricing information
- Location of barricade

14. HOW WE CHOOSE

14.1 SCORING RESPONSES

The evaluation criteria are weighted in accordance with the Submission Requirements. Your response will be rated as follows:

- 100 Experience, Proven Performance, and Qualifications
- 300 Method of Approach
- 200 Proposed Equipment
- 200 General Questions
- 200 Cost

14.2 EVALUATION PANEL: Submittals will be evaluated by a panel based on the stated criteria and are responsible for selecting the proposal that is most advantageous to the City.

14.3 PANEL CONTACT: Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

14.4 INTERVIEWS: City may ask some or all Offerors to participate in an interview at any point during the evaluation process but is not required to do so. Information gathered in an interview will be used by the panel to make a selection. Offeror is responsible for any costs incurred to participate in an interview.

14.5 ADDITIONAL INVESTIGATIONS: The City reserves the right to conduct any additional investigations necessary to evaluate the competence, financial stability, and overall qualifications of any Offeror. This may include, but is not limited to, reviewing past contract performance, verifying financial statements, and assessing the Offeror's ability to successfully fulfill the requirements of this solicitation.

14.6 BEST AND FINAL OFFERS: City may request best and final offers and will determine the scope and subject of any best and final request.

14.7 PROPOSAL EVALUATION: City reserves the right to secure additional information from the Offeror in various forms and to award based on submitted information.

15. NOTICE OF INTENT TO AWARD

Information about the recommended award for this solicitation will be posted [here](#) and will be available immediately after the City has completed its evaluation



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process. Questions regarding the notice of intent to award must be directed to the listed Procurement Officer immediately. All Offerors recognize and agree that once a Notice of Intent to Award is issued by the City, all documents in the City's Procurement file related to this RFP are public records available to any party interested in reviewing them.

16. FILING A PROTEST

Offeror may file a protest regarding the Notice of Intent to Award. To be considered valid, the protest must:

- Be submitted in writing to the Finance Director no later than:
 - Seven (7) calendar days after the protestor knew or should have known the basis of the objection, or
 - Fifteen (15) calendar days after the Notice of Intent to Award has been issued, whichever is shorter.
- Specifically identify the objection to the award;
- Provide the name, address, telephone number and email address of protestant;
- Include the identification of the solicitation or contract number;
- Provide a detailed statement of the legal and factual grounds of the protest, including copies of relevant supporting documentation at the time of filing; and
- Include the form of relief requested.

The Finance Director has the authority to determine if a protest has been submitted timely. Untimely protests will not be considered and will be dismissed.

If a protest is submitted within the required timeframe, the Finance Director will review all information and documentation provided. After consulting with the City Attorney's Office, the Finance Director will issue a written determination indicating whether the requested relief is accepted, rejected, or modified. A final decision will be issued within fourteen (14) business days of receiving the protest. If no decision is issued within this timeframe, the protest will be considered denied.

By submitting a proposal, the Offeror acknowledges and agrees to abide by the City's procedures for bid protests and public record requests.

17. WITHDRAWAL OF PROPOSAL

Offeror may withdraw a submitted proposal at any time prior to the specified solicitation due date and time through the City's online bidding system. Withdrawals must be made by the Offeror or designated representative listed on the proposal. Telephonic or oral withdrawals cannot be accepted.



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18. OFFER ERRORS OMISSIONS AND CORRECTIONS

City will not be responsible for any Offeror's errors or omissions. Any corrections shall be submitted through the City's online bidding system prior to due date and time of the RFP. No corrections will be permitted after the offers have been opened.

19. COMPETITIVE NEGOTIATIONS

City may negotiate with multiple Offerors at the same time. Negotiations may result in changing the conditions, terms, or price of the proposed contract for the benefit of the City unless prohibited herein. All Offerors shall be treated fairly and equally while conducting negotiations and the City is prohibited from disclosing any information submitted by competing Offerors. Entering into negotiations does not constitute a contract award or confer any rights to Offerors. The City may formally terminate negotiations and enter into concurrent or exclusive negotiations with the next most qualified Offeror/s if it is in the City's best interest to do so.

20. NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS

City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Silent"), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including, but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Procurement Division employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

21. PROPRIETARY INFORMATION

Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for



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disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

22. SUBMISSION CHECKLIST

This section provides an overview of the submission instructions including a checklist to aid in the submission of complete proposals. Offerors shall complete the fillable "RESPONSE WORKBOOK" attachment and submit as their proposal.

Vendors are strongly advised to read this section in its entirety and complete the checklist to avoid disqualification. **Please note that the City will NOT be able to consider proposals that are submitted late or that do not follow these guidelines.**

The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

Checklist for Submitting Proposal		Complete (✓)
Submission Requirements		
OFFER SHEET (Response Workbook) Offeror Name Offeror Address		
1. EXPERIENCE, PROVEN PERFORMANCE, QUALIFICATIONS (3 questions)		
2. METHOD OF APPROACH (3 questions)		
3. CAPACITY OF OFFEROR (3 questions)		
4. COST (Must be submitted in a separate electronic file) (1 question)		
COMPLETED PRICING WORKBOOK		
ADDENDUM RESPONSES (if applicable)		
Return of Offer		
Electronic copies of all "SUBMISSION REQUIREMENTS" listed above. Pricing Workbook must be submitted separately from the rest of the proposal.		



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23. SUBMISSION REQUIREMENTS

For this proposal, you must provide a completed OFFER SHEET in addition to answering the questions identified in the REQUIRED RESPONSES. (see Response Workbook)

Responses must be numbered to correspond to the question numbers to aid in the evaluation process; failure to do so may result in disqualification.

Should your offer contain any PROPRIETARY INFORMATION you must clearly mark that information with the words "Proprietary Information." Only information contained in your response questions may be marked as such, information on the OFFER SHEET or PRICING SHEET (if applicable) are not considered proprietary.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. By submitting any materials marked as Proprietary Information, Offeror acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror if the City must legally disclose the Proprietary Information.

Helpful Hints:

- Answer each question completely, your answers will be the only basis on which your proposal is scored.
- Do not unnecessarily elaborate, keep your response complete and effective.
- Do not provide general answers or reference to sales literature.
- Only when applicable attach and reference supporting documents.



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EXHIBIT 1: SPECIAL NOTICES

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1. RETURN OF OFFER

The Offeror shall submit required proposal responses electronically in Vendor Self Service (VSS).

Offeror is required to register in VSS prior to submitting a proposal if they have not already registered.

<https://glendaleazvendors.munisselfservice.com/Vendors/default.aspx>

Guide to Register as a new vendor:

https://www.glendaleaz.com/your_government/city_finances/procurement/vendor_self_service___v_s_s_ (This is a PDF document "Vendor Registration Instructions" at the bottom of page.)

- a. The Offeror shall complete all sections of the solicitation in the format given and the spaces provided. Proposals that do not conform to the above format may be rejected.
- b. The Offeror shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation or any travel connected with submission of the proposal. The City shall have no liability whatsoever for such costs.

2. PRE-OFFER CONFERENCE

A Pre-Offer meeting will be held on **the time and at the location shown on page 1 of this document**. Attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.

The purpose of the conference will be to clarify the contents of the solicitation to prevent any misunderstanding of the City of Glendale's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the City at the conference. The City will determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

[REMOVE THE HIGHLIGHTED IF NO SITE VISIT REQUIRED; OTHERWISE UPDATE ACCORDINGLY]

Site visits will be available between the hours of 3 PM – 6 PM, Tuesday, December 12, 2018. Visitors are required to check in at the front desk of each facility. This is a viewing opportunity only; all questions should be presented at the Pre-Offer Conference.



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3. CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor's employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor's personnel that have a financial or proprietary interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-511 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:

- i. "Employee" means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.
- ii. "Relative" means the spouse, child, child's child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

4. QUESTIONS AND INQUIRIES

Any question related to this Request for Proposal must be submitted in writing to the Procurement Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured.

Questions must be submitted in writing via email by 2:00 PM Local Time on or before the date shown on Page 1 of this document. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

5. SPECIAL TERMS AND CONDITIONS

Additional terms and conditions specific to the provision of the services referenced will be negotiated with the successful bidder for inclusion in the contract.

6. PUBLIC RECORD REQUIREMENTS

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws and proposals submitted become the property of the City and are subject to public disclosure requirements in accordance with Arizona Public Records Law. Any portion of the proposal that the offeror deems confidential or proprietary must be clearly labeled as such. Labeling material does not automatically preclude the material from public disclosure, as the City is required to make an appropriate determination as to the confidentiality of the material in accordance with Arizona Public Records Law. It is the offeror's sole responsibility



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and cost to take action, including legal actions, to protect such material. Price is not confidential and will not be withheld.

7. PERMITS AND LICENSES

It is the offeror's sole responsibility to determine and secure any and all licenses and permits the contractor needs to operate the facility, from any regulatory body having jurisdiction related to the services being provided. Such costs are the exclusive responsibility of the operator, operator must also ensure appropriate licensing of any subcontractors, operator shall notify the City in writing within two (2) working days of any suspension, revocation or renewal.

8. NO COLLUSION OR ANTI-COMPETITIVE PRACTICES

The submission of the offer did not involve collusion, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition or other anti-competitive practices.

9. NON-DISCRIMINATION

Contractor agrees not to 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. Contractor will require any Subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

10. NO CONSIDERATIONS

The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.

11. AUTHORIZED AGENT

The individual signing the submittal is an authorized agent and has the authority to bind the Offeror to the proposal and subsequent contract if awarded.

12. KEY PERSONNEL

If awarded, Offeror shall assign a specific individual as the key point of contact for the management of the contract, subject to specific notification requirements to be included in the final contract.

13. SITE INSPECTION

It is the responsibility of the Offeror to become familiar with any conditions which may affect the performance and cost of providing the service and this submission



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will serve as evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.



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EXHIBIT 2: SPECIAL TERMS AND CONDITIONS

By signing on the Offer/Bid page, solicitation Addendum(a), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions. The following terms are found on the City's Website and are applicable to Request for Proposal: [Standard Terms and Conditions](#)

- 1. TYPE OF AWARDS** The City reserves the right to make multiple awards or to award by individual line items, by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one offeror is not in the City's best interest, "all or none" offers shall be rejected.
- 2. ALTERNATE OFFERS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
- 3. ARIZONA CORPORATION COMMISSION (ACC)** As a condition of doing business and prior to contract award, the contractor must be registered with the Arizona Corporation Commission (ACC) and maintain active status.
- 4. EFFECTIVE PERIOD OF OFFER** Offers shall be valid for a minimum of 120 days following the deadline for submitting offers. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until the solicitation is either canceled, an award is made, or proper Notice is given to the Procurement Officer of Offeror's intent to withdraw its offer. Offers may only be withdrawn by submitting Notice at least 15 days before the expiration of the then current 120-day period.
- 5. PAYMENT TERMS** If payment terms are not indicated, terms of NET 30 days shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the products/services, whichever is later. Payment terms offering less than 20 days for payment will not be considered.
- 6. UNIT PRICE TO PREVAIL** In the event of a price disparity between the unit and extended price, the unit price shall prevail unless judged obviously in error by the City.
- 7. OFFER ERRORS OMISSIONS AND CORRECTIONS** The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written or typed. Changes or corrections made on the offer form must be initialed and dated by the



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individual signing the offer. No corrections will be permitted after the offers have been opened.

- 8. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS** Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.
- 9. RESTRICTIVE OFFER PROVISIONS** If specifications preclude an otherwise qualified offeror from submitting an offer, a written request for modification must be received by the Buyer at least seven (7) calendar days prior to the proposal due date. All offerors will be notified by a written addendum to the solicitation of any approved changes.
- 10. DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 11. TERM** The term of the resultant contract shall be for a **one (1) year initial term**. The City may, at its option and upon mutual agreement with the Bidder(s), extend the term of this agreement.
- 12. OPTION TO EXTEND** Based on satisfactory Bidder performance, the City, may at its option and upon mutual agreement with the Bidder, extend the term of this agreement for an additional **four (4) years renewable on an annual basis, but may not exceed a total term of 5 years**, unless a longer term is approved by the City Council. Bidder shall be notified in writing by the City Finance Director of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- 13. TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.
- 14. SUBCONTRACTING** The contract or any portion thereof, shall not be subcontracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the contractor of liability and obligation under this contract;



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and despite any such subletting the City shall deal through the contractor. Subcontractors will be dealt with as workmen and representatives of the contractor.

- 15. SAFETY DATA SHEETS (SDS).** Contractor is to supply SDS in accordance with Federal requirements for The Globally Harmonized System of Classification and Labeling of Chemicals (GHS). Contractor entering the City workplace with hazardous materials will supply the City with a Safety Data Sheets (SDS) covering those particular products the contractor may expose City employees or the general public to while working at the site.
- 16. GENERAL INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the City of Glendale and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.
- 17. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS** The offeror's products, services, and facilities shall be in full compliance with all applicable Federal, State, and local health, environmental, and safety laws, regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.
- 18. RESPONSIBILITY FOR CORRECTION** It is agreed that the offeror shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of a call back, Offeror agrees to give the City first priority. Offeror agrees that if the product or service offered does not comply with the written specification, the Finance Director has the right to cancel the sale at any time with full refund within thirty (30) calendar days after notice of noncompliance and offeror further agrees to be fully responsible for any consequential damages suffered by the City.



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- 19. WARRANTY** Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in material and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the Seller at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The offeror expressly warrants all items to be new, free from defects in design, materials, and workmanship, and to be fit and sufficient for their intended purpose. Any sample submitted shall create an expressed warranty that the whole of the goods shall conform to the sample or model.
- 20. REJECTION OF OFFERS** The City reserves the right to reject any or all offers, or any part thereof; to accept any offer or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.
- 21. DELAY IN EXERCISING CONTRACT REMEDY** Failure or delay by the City to exercise any right, power, or privilege shall not be deemed a waiver thereof.
- 22. TAX EXEMPTION** The City is not exempt from paying Federal Excise Taxes.
- 23. ORDER OF PRECEDENCE** In the event of conflict, the following precedence shall prevail: (1) Special Terms and Conditions incorporated by attachment; (2) Special Terms and Conditions; (3) Drawings and Specifications; (4) referenced documents; and (5) the Standard Terms and Conditions.
- 24. CHANGES** The City reserves the right to make changes in any of the following: (a) specifications; (b) methods of shipment; (c) place of delivery; (d) time of delivery; (e) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless in writing and approved by the Finance Director prior to the institution of the change.
- 25. PRICE ADJUSTMENTS** Price adjustments shall be addressed a minimum of Ninety (90) days prior to the contract renewal date, shall be in writing and include supportive justification for the proposed increase. Supportive justification means that the request shall include detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect price of the item concerned. The rate increase shall only be considered at time of contract extension. The City will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interest of the City. The price increase adjustment, if approved, will be effective and executed via a contract amendment.



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Procurement Division
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Suite 210
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- 26. LATE SUBMISSION OF CLAIM** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 27. PROTEST OF AWARD** Any person who has an objection to the awarding of a solicitation by the City, pursuant to competitive solicitation procedures, shall lodge that protest, in writing, with the Finance Director. The protest should specifically identify the objection to the award, pursuant to the formal purchase procedure. Any protest must be submitted to the Finance director no later than: (i) seven (7) calendar days after the date upon which the protestor knew or should have known the basis of its objection; or (ii) 15 calendar days after notice of the intent to award has been issued by the Finance director, whichever is shorter. The notice of intent to award is posted on the City's Procurement Internet [here](#). Untimely protests will not be considered.
- 28. REMEDIES** City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Contractor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.
- 29. ASSIGNMENT** Neither an order nor monies due thereunder shall be assigned in whole or in part without the City's prior written consent.
- 30. ADDENDA** Any change to the proposal will be in the form of a numbered addendum issued by the Procurement Division. The addendum will be furnished to all who received the proposal. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for offerors adjusting their offer based on oral or written instructions.
- 31. SPECIAL ACCOMMODATIONS** Please contact Procurement at 930-2862 at least 3 days prior to the meeting for special accommodation. Hearing impaired persons, please use the Arizona Relay Service (1-800-367-8939).
- 32. OFFER IDENTIFICATION** The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.
- 33. OFFER TABULATION** An electronic copy of the scoring may be requested by e-mailing the Procurement office at procurement@glendaleaz.com and referencing the proposal title and number. The information will be available for distribution when the City has issued its Notice of Intent to Award.
- 34. LIABILITY** Except for the sole negligence of the City, its officers, managers, employees, or agents, Contractor shall be liable to the City for any physical damage to City property or for the death of, or personal injury to, City personnel arising out of Contractor's occupancy, maintenance, repair, replacement, installation and/or



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any other work performed pursuant to the contract. Contractor agrees to indemnify, defend and hold the City harmless from any claim or loss arising from such damage or injury.

- 35. OSHA GUIDELINES** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
- 36. PATENTS** Seller agrees to defend City at seller's own expense, in all suit, actions, or proceedings in which City is made a defendant for actual or alleged infringement of any United States of America or foreign letters patent resulting from City's use of the goods purchased as a result of this RFP. Seller further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City. Seller agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods supplied by the seller. It is expressly agreed by seller, that these covenants are irrevocable and perpetual.
- 37. VENDOR PERFORMANCE** Prior offeror performance in regard to product, service, or representation of/from the offeror may be used in evaluation of this offer. Unsatisfactory performance to the City may be considered sufficient grounds for rejection of this offer. No offer will be awarded to any offeror who is in default on any contract with the City or has been suspended or debarred as provided in the City Code.
- 38. PERFORMANCE SURETY REQUIREMENTS (if applicable)** The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 10 percent of the contract amount guaranteeing the faithful performance of the contract by the proposer.

If a bond is submitted, it shall be written on the form provided by the City as an attachment to the proposal documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

- 39. FUND APPROPRIATION CONTINGENCY** The contractor and the City recognize that the continuation of any contract after the close of any given fiscal year of the City; which ends on June 30, shall be subject to the approval of the budget of the City



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providing the contract item is an expenditure therein. The City does not guarantee that the budget item will be actually adopted, as it is the determination of the City Council at the time of the adoption of the budget.

- 40. NOTIFICATION OF AWARD** The successful offeror(s) will be notified that their offer has been accepted by the City Council as recommended for award.
- 41. NON-EXCLUSIVITY** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are included in this Agreement.
- 42. PROHIBITIONS** - Contractor, and on behalf any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq* and 35-393 *et seq*, that neither has "scrutinized" business operations, as defined in the proceeding statutes, in the countries of Sudan or Iran.
- 43. IMMIGRATION LAW COMPLIANCE** Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program. Any breach of warranty described above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement. City of Glendale ("City") retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty described above. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty described above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City. Contractor's warranty and obligations under this Section I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement. 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.
- 44. CONTRACT ADMINISTRATOR** The staff member identified as the Contract Administrator for a solicitation serves as the liaison between Procurement, the city



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and the successful contractor. The Contract Administrator manages the contract, overseeing the daily operations, scheduling, performance and compliance of the agreement by all parties. The Contract Administrator is responsible for:

- a. Establishing and maintaining records and documentation
- b. Monitoring the contractor's performance
- c. Handling issues and disputes
- d. Exercising extension options
- e. Initiating contract modifications
- f. Initiating rebids or new solicitations

45. FORCE MAJEURE

- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the part affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders, fire; flood; lockouts; injunctions-interventions-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- b. Force majeure shall not include the following circumstances:
 - i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market.
 - ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - iii. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

46. SUSPENSION AND DEBARMENT. (APPLIES TO ALL PURCHASES.)

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the City of Glendale. If it is later determined that the contractor did not comply with



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2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- e. In accordance with 2 CFR 200.214, the City of Glendale will verify that the selected vendor is not suspended, debarred, or otherwise excluded from federal contracts by checking the System for Award Management (SAM.gov) prior to award. Offerors are required to ensure that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded contracts.

Additionally, the awarded vendor must maintain compliance with this requirement for the duration of the contract and immediately notify the City of any status changes.

f. **Suspension and debarment policy (Sec.2-152. Code)**

The City reserves the right to suspend or debar any contractor from participating in the bid solicitation process or receiving city contracts, grants, loans, or other financial assistance.

- **Debarment** may last up to three (3) years.
- **Suspension** may last up to twelve (12) months.
- Causes for suspension or debarment include, but are not limited to:
 - Criminal offenses related to contract procurement or performance.
 - Violations of state or federal laws affecting business integrity.
 - Breach of contract or failure to perform.
 - Legal proceedings or investigations impacting responsibility as a contractor.
 - Debarment or suspension by another government entity.

The Finance Director, in consultation with the City Attorney, will determine whether debarment or suspension is in the City's best interest. The affected contractor will receive a written decision outlining the reasons and their right to protest per **Sec. 2-145(e), Code**. For full details, refer to **Sec. 2-152 of the City Code**.



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EXHIBIT 3: INSURANCE REQUIREMENTS

By signing on the Offer/Bid page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offerors are certifying that they understand the following notices and agree to comply with all required terms and conditions.

1) INSURANCE REQUIREMENTS. OFFEROR shall procure and maintain until all their obligations have been discharged, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Solicitation. The *insurance requirements* herein are minimum requirements for this Solicitation and in no way limit the indemnity covenants contained herein. The City of Glendale in no way warrants that the minimum limits contained herein is sufficient to protect the OFFEROR from liabilities that might arise. OFFEROR is free to purchase such additional insurance as OFFEROR determines necessary.

a) Minimum Scope and Limits of Insurance: OFFEROR shall provide coverage with limits of liability not less than those stated below.

i) Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

General Aggregate	\$4,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$2,000,000

(1) The policy shall be endorsed to include the following additional insured language: ***“The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with respect to liability arising out of the solicitation.”*** Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required herein.

(2) Policy shall contain a waiver of subrogation endorsement in favor of the **“City of Glendale, and its departments, officers, officials, agents, employees and volunteers”**. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

ii) Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement. Combined Single Limit (CSL) \$2,000,000.

(1) The policy shall be endorsed to include the following additional insured language: “The City of Glendale, and its departments, officers, officials, agents, employees and volunteers shall be named as additional insureds with



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respect to liability arising out of the activities performed by or on behalf of the OFFEROR, involving automobiles owned, Licensed, hired or borrowed by the OFFEROR." Such additional insured shall be covered to the full limits of liability purchased by the OFFEROR, even if those limits of liability are in excess of those required by this License.

- (2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from work performed by or on behalf of the OFFEROR. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

iii) Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- (1) Policy shall contain a waiver of subrogation endorsement in favor of the "**City of Glendale, and its departments, officers, officials, agents, employees and volunteers**" for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.
- (2) Policy shall contain a waiver of subrogation endorsement in favor of the "City of Glendale, and its departments, officers, officials, agents, employees and volunteers" for losses arising from OFFEROR activities. This provision applies regardless of whether or not the City of Glendale has received a waiver of subrogation endorsement from the insurer.

vii) Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- (1) Policies shall stipulate that the insurance afforded by the organization shall be primary insurance and that any insurance carried by the City of Glendale shall be excess and not contributory insurance.
- (2) Coverage provided by the organization shall not be limited to the liability assumed under the indemnification provisions of the license or contract.
- (3) If the Vendor maintains broader coverage and/or higher limits than the minimum shown, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Vendor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the City.
- (4) Vendor shall require and verify that all subcontractors (subconsultants) maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City is an additional insured on insurance required from subcontractors (subconsultants).



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- (5) If the Vendor is awarded the solicitation, the Vendor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements before the work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies including endorsements required by these specifications, at any time.

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

COVER SHEET

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

OFFEROR ADDRESS: 7333 West 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.

09/10/2025
Date

Western Towing of Phoenix Inc.
Legal Company Name

Wesley Graff President
Printed Name (Authorized Signatory)

Job Title

Offeror Certifies it is a (check only one): ☐ Proprietorship ☐ Partnership ☒ Corporation

wesley.graff@r1w.com
Email Address

7333 W. Carole Lane
Mailing Street Address

623-869-0284
Phone Number

Glendale, AZ 85303
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 62-1736172

ARIZONA CORPORATION COMMISSION ENTITY ID F08504733

OFFEROR 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)

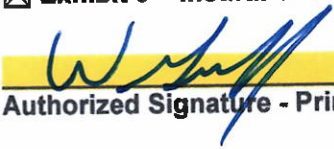
ACKNOWLEDGEMENTS: By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the EXHIBITS PACKAGE and checked off below. Failure to provide this acknowledgement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

☒ Exhibit 1 – Special Notices

☒ Exhibit 2 – RFP Standard Terms and Conditions

☒ Exhibit 3 – Insurance Requirements

☒ Exhibit 4 – Agreement Template


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, AND QUALIFICATIONS

- 1.1. Introduce your company, including your experience in this industry, how long you've been in business.

Western Towing of Phoenix, Inc., with over 30 years of industry experience, is pleased to submit this proposal in response to the City of Glendale's Request for Proposals (RFP) for On-Call Temporary Traffic Barricade Services. Our Traffic Control Division, established in February 2025, leverages decades of expertise in police incident traffic management to deliver exceptional service. After thoroughly reviewing the RFP's Scope of Work, we have tailored this proposal to meet or exceed all specified requirements. Western Towing unconditionally accepts the Terms, Conditions, and Scope of Work outlined in the RFP.

As the City of Glendale's current provider of Emergency Barricade Services, Western Towing offers proven reliability, expertise, and a commitment to excellence. Our extensive background in law enforcement and municipal towing uniquely positions us to provide responsive, high-quality traffic barricade services customized to meet the City's needs.

- 1.2. Explain why your firm is most qualified and what sets your company apart from competitors.

Proven Track Record: As the incumbent provider, we have consistently delivered timely and effective barricade services, ensuring safety and compliance with municipal standards.

Specialized Expertise: Our specialization in law enforcement and municipal towing equips us with the operational knowledge and resources to execute all required services seamlessly.

Commitment to Partnership: We value our ongoing relationship with the City of Glendale and are dedicated to strengthening this partnership through superior service delivery.

Western Towing is confident in our ability to provide exceptional On-Call Temporary Traffic Barricade services, ensuring safety, efficiency, and compliance with all contractual obligations. We look forward to the opportunity to continue serving the City of Glendale with the highest level of professionalism and quality.

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- 1.3. Offer shall explain the quality control measures that are in place.

Upon dispatch, a supervisor is present at every scene. All employees are trained and certified by the American Traffic Safety Services Association (ATSSA). After securing the scene, the on-site Sergeant or Lieutenant, along with the Western Towing supervisor, conducts a scene assessment. They will then determine whether to maintain the existing closure, modify it, or expand it as needed. All trucks are maintained according to a routine service schedule.

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

To meet the performance standards outlined in this RFP, Western Towing relies on our seasoned, hands-on management team—the cornerstone of our organization. This team ensures the consistent quality of service that has defined our reputation for years.

Our key personnel bring extensive experience with the City of Glendale contract and similar projects, having successfully managed and completed all current contracts. With over 20 years of collaboration, our management team provides strong leadership and continuity, enhancing our firm's operational excellence and service quality. Our principal personnel include:

Wesley Graff

President, Western Towing

Contract Liaison, Glendale Contract

With 26 years at Western Towing, Wes Graff oversees all aspects of the Glendale contract, ensuring compliance with company standards, policies, and training programs. His leadership fosters employee engagement, optimizes performance, and enhances long-term value. Wes has held various roles, including Light Duty Driver, Light Duty Supervisor, Light Duty Manager, and Operations Manager.

Before joining Western Towing, Wes served five years in the United States Air Force and worked with AM/PM Towing in Flagstaff. He is SCUBA certified and leads Western Towing's dive team. His certifications include STARS, DOJ Supervisory Development, Alcohol & Controlled Substance Reasonable Suspicion Training, Traffic Incident Management Responder Training, Forklift Safety Training, ATSSA certified and Hazardous Materials Awareness Training.

Don Davison

Light Duty Manager, Dispatch Manager, Traffic Control Manager

18 Years with Western Towing

With 24 years of experience in the towing industry, Don Davison brings extensive expertise and versatility to his role at Western Towing. Prior to joining Western Towing, Don honed his skills at Comet Towing. Over the course of his career, he has advanced from a light-duty driver to various management positions, showcasing exceptional leadership and operational expertise.



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Don holds numerous professional certifications, including:

- ATSSA Traffic Control Technician and Traffic Control Supervisor
- WreckMaster Certified
- TIMS Training Certified
- NFPA Hybrid/Electric Vehicle Incident Training
- Noble EV and Hybrid Vehicle Damage Assessment Training
- Noble EV Storage and Compliance Certification
- Emergency Security Agency (ESA) Electric Vehicle Safety Class 1 and 2

- 1.5. **Company Background:** Include a brief history of your organization including the past performance on project of similar scope and size, level of knowledge, reliability, flexibility and ability to meet project deadlines.

Founded in 1985, Western Towing is a trusted local towing company with nearly four decades of experience, having successfully handled over 30,000 tow requests. Last year, we achieved an impressive average law enforcement response time of 16 minutes. As a Corporation incorporated in Delaware on April 6, 1998, we are in good standing and fully authorized to operate in Arizona, maintaining all necessary licenses and insurance policies that exceed the requirements outlined in the City of Glendale's RFP.

After thoroughly reviewing the RFP's Scope of Work, Western Towing is confident in our ability to meet or exceed the City's expectations for traffic control services. Our extensive experience, equipment, and highly trained personnel position us to deliver exceptional results. In addition to our established towing, impounding, and vehicle storage services, we have expanded our offerings to include comprehensive traffic control solutions without relying on subcontractors. This ensures consistent quality and accountability in every project.

Western Towing currently provides similar traffic control services to the Peoria Police Department, meeting response time requirements of 30 minutes to one hour, depending on location. Our services include supplying standard barricade units. In addition Western Towing will supply light towers, and portable restrooms for extended closures at request, exceeding the needs outlined in your RFP. Our proven track record demonstrates our ability to meet stringent response time requirements comparable to those specified in this contract.

Our commitment to excellence is driven by our skilled personnel, hands-on management, and diverse fleet of specialized equipment. Western Towing is prepared to deliver unmatched service as a prime contractor, ensuring the City of Glendale receives reliable, high-quality traffic control solutions tailored to your needs.

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- 1.6. Provide three (3) valid references from those who can confirm your experience providing emergency traffic control services.

Reference 1:

Glendale Police Department	6835 N 57 th Dr. Glendale, AZ 85301
Sgt. Kris Steffa	623-930-3495
ksteffa@glendaleaz.com	April 2025
Provide a brief summary of Services provided: Temporary Traffic Control Services	

Reference 2:

Peoria Police Department	8351 W. Cinnabar Ave. Peoria, AZ 85345
LT. James Brown	623-773-5063
james.brown@peoriaaz.gov	March 2025
Provide a brief summary of Services provided: Temporary Traffic Control Services	

Reference 3:

ADOT	2302 W. Durango St. Phoenix, AZ 85009
Abraham Asermely	480-417-6790
aasermely@azdot.gov	Assist only
Provide a brief summary of Services provided: Worked with only not contracted. Temporary Traffic Control.	

2. METHOD OF APPROACH

- 2.1 Demonstrate your capacity to meet guaranteed response times, highlight your ability and willingness to meet or exceed the specifications.

As the incumbent provider of temporary traffic control services for the City of Glendale, Western Towing brings unmatched experience, proven infrastructure, and a tailored approach to meet the requirements of this RFP. Our comprehensive strategy ensures compliance with all contract terms while addressing the geographic scope and operational complexity of a citywide agreement. With robust equipment resources, financial stability, and seasoned management, Western Towing is uniquely positioned to deliver exceptional service. Our approach focuses on three key areas: preparation for contract commencement, operational excellence, and effective management oversight.

Preparation for Commencement

Western Towing is fully equipped to initiate services immediately, ensuring a seamless transition into the new contract. As the current provider, we have responded to 31 service requests this year with an average response time of 27 minutes, demonstrating our readiness and reliability. Our existing infrastructure—comprising trained personnel, a robust fleet, and established operational protocols—positions us to meet the City's needs 24/7, 365

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days a year. Leveraging our experience from similar contracts with Glendale, we guarantee rapid deployment of resources to fulfill all temporary traffic control requirements.

Operations

The cornerstone of our proposal is operational excellence. Western Towing employs a proven, continuously refined operational model to deliver high-quality service that meets the contract's rigorous demands. On day one, our fully operational dispatch center is ready to respond to the City's needs. We maintain a fleet of seven specialized trucks and a team of seven trained, licensed operators, ensuring capacity to handle diverse requirements.

Central to our operational strategy is our 24/7 dispatch center, staffed by local personnel with deep knowledge of Glendale's geography, City staff, and contract specifications. Our dispatchers utilize TOPS, an advanced dispatch system with GPS tracking, to monitor driver locations and optimize response times by deploying the closest available resources. This blend of cutting-edge technology and local expertise sets Western Towing apart, offering a balance of efficiency and personalized service that ensures consistent, reliable performance.

2.2 Explain how you handle unexpected changes in project scope.

While the scope of this RFP is expected to remain stable, there may be opportunities to enhance the service for improved safety or cost-effectiveness. Should an unexpected change in scope occur, Western Towing's management team is highly adaptable and capable of responding swiftly to ensure project success.

2.3 How do you measure customer satisfaction?

Western Towing's management team leverages advanced tools to monitor service performance, ensure regulatory compliance, and measure customer satisfaction. Our cutting-edge technology enables real-time oversight. The TOPS dispatch system tracks every call out live, integrating GPS and multiple communication channels to allow dispatchers and supervisors to identify and address issues instantly.

TOPS also provides robust reporting capabilities, delivering key performance metrics such as response times, call duration, and detailed transaction reports. Managers analyze these reports to identify operational trends, collaborating with dispatchers and drivers to determine causes. These insights inform potential improvements or corrective actions, which are presented to upper management for review and implementation.

To measure customer satisfaction, we employ multiple strategies. Post-service questions are asked to the City supervisors that are on scene, collecting feedback on their experience. Additionally, our VoIP phone system monitors call volume and records conversations, enabling managers to review interactions and provide targeted coaching to enhance customer service. Customer complaints and compliments, gathered through direct feedback, are analyzed to identify trends and drive continuous improvement.

	City of Glendale Solicitation Number: RFP 26-05/42600003 ON-CALL TEMPORARY TRAFFIC BARRICADE	CITY OF GLENDALE Procurement Division 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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2.4 What is your process for handling customer feedback?

Western Towing proactively addresses service concerns to prevent issues from escalating. Our advanced systems for training, monitoring, and reporting performance and compliance enable our quality management team to identify and resolve problems immediately.

If an issue goes undetected, we welcome customer feedback to identify areas for improvement. Service-related complaints are taken seriously and investigated thoroughly. We utilize tools such as recorded phone calls, video surveillance footage (if available), invoices, and other documentation to analyze incidents and pinpoint opportunities for enhancement. Our team maintains open communication with customers throughout the resolution process, ensuring a satisfactory outcome.

For any concerns or complaints, please contact Wesley Graff, President of Western Towing of Phoenix, at 623-842-6382 or via email at wesley.graff@r1w.com.

3. PROPOSED EQUIPMENT

3.1 Please provide an inventory list of the traffic control equipment you propose to utilize under this contract.

A complete list of each truck's inventory can be seen in attachment 1.

3.2 Are all proposed traffic cones, barricades, and channelizing devices certified by the Arizona Department of Transportation (AZDOT) and compliant with the most recent standards outlined in the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD)? Please attach supporting documentation.

All traffic control devices are indeed MUTCD compliant. Please see attachment 2.

3.3 What types of signage do you provide for road closures? Please provide photos or mockups?

Western Towing will provide signs that are MUTCD compliant. Please see attachment 3 for sign mockups.

3.4 Describe your inventory management system. How do you ensure sufficient stock levels to meet emergency call demands?

After completing each call, all drivers return to the yard to conduct a vehicle inventory. This ensures that equipment, which may have been borrowed from another driver or the equipment trailer for calls requiring additional resources (e.g., for larger closures), is accounted for. Each driver verifies that their truck is

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fully equipped and all equipment is in working order, per the inventory list in Section 3.1, and prepared for the next call.

- 3.5 Describe your process for covering conflicting existing signage and ensuring that portable signs are stabilized.

The services listed in this contract should not conflict with normal street signage. However if there is a sign that is directly conflicting with a temporary sign that must be posted, Western Towing will cover that sign with a black plastic bag (a large 55 gallon bag).

For stabilizing signs on windy days, we will be using multiple sand bags to make sure the signs are stable. Each truck is equipped with multiple bags. See the list in section 3.1.

- 3.6 How do you ensure that your equipment remains in good working condition throughout the contract period? Describe your inspection, servicing, and replacement protocols.

Same answer listed in section 3.4. Western Towing also has additional equipment on hand should any need to be replaced.

- 3.7 Do all service vehicles proposed for use under this contract come equipped with operational flashers and arrow? Please include detailed vehicle specifications and current photographs.

All trucks listed in this RFP are equipped with strobe lights positioned on all sides, including a top-mounted light bar and light strips on the running boards, enhancing visibility. See attachment 4 for truck picture.

Currently, none of the trucks are equipped with arrow boards. Based on our experience operating the contract for the Glendale and Peoria Police Departments over the past six months, arrow boards have not been necessary, as all requested closures involved full road closures rather than partial lane shutdowns. However, we recognize their potential value and are considering adding arrow boards to our trucks.

4. GENERAL QUESTIONS

- 4.1 What risks do you foresee in this project and how do you plan to mitigate them?

Operating under this contract involves inherent risks, with the primary concern being interactions with the general motoring public during street closures. Closing public streets can pose significant safety challenges. However, through collaboration with the Glendale Police Department, which pre-closes streets before our team's arrival, and with our drivers' extensive training and experience, these risks are significantly mitigated. This partnership allows Western Towing to replace officers efficiently, ensuring safer operations.

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4.2 How do you handle supply chain disruptions? What are your contingency plans?

There should be no supply chain disruptions. Western Towing has additional equipment on hand. When it comes time to order additional signage, Western Towing has multiple options to purchase signs. So there won't be any supply chain issues.

4.3 What measures do you take to protect client data?

Western Towing prioritizes the security and confidentiality of client data. To protect sensitive information, we implement the following measures:

- **Secure Data Storage:** Client data, including personal and transactional information, is stored in encrypted databases. These servers are supplied by TOPS owned by TXI systems, and are accessible only to authorized personnel. TOPS comply with industry-standard encryption protocols to prevent unauthorized access.
- **Secure Communication Channels:** All client communications, such as those handled through our VoIP phone system or email, are conducted over secure, encrypted networks to protect data during transmission. Provided by Dubber Connect.
- **Employee Training:** Staff undergo training on data protection best practices, including handling sensitive information, recognizing phishing attempts, and adhering to privacy policies.
- **Data Backup and Recovery:** TOPS maintain secure, encrypted backups of client data to ensure continuity in case of system failures, with regular audits to verify data integrity.

4.4 Have you ever experienced a data breach? If so, how was it handled?

No.

4.5 How do you ensure compliance with industry regulations?

Western Towing ensures compliance with industry regulations through the following measures:

- **Employee Training and Certification:** All employees are trained and certified by the American Traffic Safety Services Association (ATSSA) and complete Traffic Incident Management System (TIMS) training to uphold safety and operational standards.
- **Employment Verification and Testing:** All employees undergo E-Verify checks to confirm work eligibility and participate in pre-employment and random drug and alcohol testing to maintain a safe workforce.
- **Compliant Signage:** All signs used for road closures are certified by the Manual on Uniform Traffic Control Devices (MUTCD), ensuring adherence to federal and state standards.



City of Glendale
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ON-CALL TEMPORARY TRAFFIC BARRICADE

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Glendale, Arizona 85302

4.6 What are your company's sustainability practices?

Sustainability practices encompass strategies and actions that ensure the responsible use of resources to meet present needs while preserving environmental, economic, and social well-being for future generations. These practices aim to minimize environmental impact, promote economic efficiency, and foster social equity. At Western Towing, we integrate sustainability into our operations to support our commitment to responsible service delivery.

1. Environmental Sustainability

- **Resource Conservation:** Utilize energy-efficient technologies, such as LED lighting on trucks and facilities, to reduce energy consumption.
- **Waste Reduction:** Implement recycling programs for vehicle parts, fluids, and materials to minimize landfill waste.
- **Pollution Control:** Adopt cleaner operational processes, such as proper disposal of hazardous materials, to prevent environmental contamination.

2. Economic Sustainability

- **Cost Efficiency:** Invest in durable, energy-efficient equipment to reduce long-term operational costs.
- **Local Sourcing:** Partner with local suppliers for parts and services to reduce transportation costs and support the local economy.

3. Social Sustainability

- **Fair Labor Practices:** Ensure safe working conditions, fair wages, and inclusive hiring practices for all employees.
- **Community Engagement:** Support local environmental initiatives, safety programs, or charitable efforts to strengthen community ties.
- **Employee Well-Being:** Provide training on work safety and creating healthy work environments.

4.7 How do you promote diversity and inclusion within your organization?

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.

5. 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

None.



City of Glendale
Solicitation Number: RFP 26-05/42600003
ON-CALL TEMPORARY TRAFFIC BARRICADE

CITY OF GLENDALE
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Suite 210
Glendale, Arizona 85302

6. ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

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

Western Towing acknowledges addendums 1 and 2.

7. 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 within Exhibit 1 for required information to be included here.

None.

Attachment 1

Vehicle Inventory List

QTY	Discription
2	Emergency Scene Ahead
2	Road Closed
2	Local Traffic Only
1	No left turn
1	No right turn
1	No U turn
60	36 inch Traffic Cones
Multiple	Sand bags
1	Shovel
1	Broom
Multiple	Sign stands
Multiple	Rolls of Police Tape



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Street Name Signs



Shop Now

Custom Traffic Signs



Shop Now

STOP Signs



Shop Now

Yield Signs



Shop Now

Traffic Safety Store

36" Traffic Cones - JBC Black Base

Orange 36" 10 Lbs JBC Black Base Traffic Cone With 6" & 4" Reflective Collars

On Sale You save 45% regardless of quantity

\$21.75	\$21.75	\$21.75
~~\$39.45~~	~~\$36.05~~	~~\$33.40~~
Quantity 1-14	Quantity 15-49	Quantity 50+

Key Facts:
36" tall, 14"x14" base, Bright Orange
10 lbs weight
Safety Standards - MUTCD; NCHRP-350 crashworthy approval
Free Shipping on orders of 385 cones or more
call for details 800-429-9030

- Available Colors:**
Orange Lime
- Available Cone Weight:**
10 12
- Available Reflective Collars (Optional):**
No Reflective Collars Add Two (2) Reflective Collars
One (1) 6" Reflective Collar
- Available Custom Lettering or Logo (Optional):**
No Customization Add Lettering (Single Side)
Lettering (Double Sided) Add Single Color Graphic
Full Color Graphic



Item #:CR36SRC64
MPN #:RS90045CT3M64

Description ^

At 36-inches tall, this traffic cone by JBC Safety Plastics is the largest on the market. It's injection-molded for superior durability and it is safety compliant for use on high speed interstates. The black recycled rubber base helps this traffic cone stick to the road through high speed car winds and storms. 36" traffic cones come with optional molded-in high-intensity 6-inch and 4-inch reflective collars for use at night. Our 36 inch traffic cone is fully recyclable and contains are over 50 percent post-consumer materials. Orange 36 inch traffic cone is available in Orange and Lime green and comes in a standard 10 lbs weight, for heavy duty applications there is a heavier 12 lbs version available in orange. No set-up charge for custom graphic, text and logos. In Stock & Ships Immediately. **Meets Safety Standards: MUTCD; FDOT; FHWA; NFPA; NCHRP-350 crash test rating.**



No Left Turn Symbol Signs (R3-2)

24" X 24" NO LEFT TURN SYMBOL Sign With HI Sheeting, 3 Mil ACM



On Sale You save 20% regardless of quantity

\$34.90	\$34.90	\$34.90
~~\$43.60~~	~~\$38.70~~	
Quantity 1-4	Quantity 5-9	Quantity 10+

- Key Facts:**
- High Intensity Prismatic Reflective sheeting
 - Choose between Aluminum Composite Material (ACM) or 0.080" Gauge Aluminum
 - 24" & 30" ACM Signs are 3 Mil Aluminum Composite Material (ACM), 36" & 48" ACM Signs are 4 Mil ACM
 - Pre-punched 3/8" mounting holes
 - Meets MUTCD specifications



Available Sign Material:	
Aluminum Composite Material (ACM)	Solid .080 Gauge Aluminum
Available Size:	
< 24"	30" X 30"
< 36"	48" X 48"

Item #:RS-ACM-R3-2-24-HI

MPN #:2424A33930-R3-2

Description ^

NO LEFT TURN symbol signs from Traffic Safety Store are either ACM, or Aluminum Composite Material, or 0.080 gauge solid Aluminum.

ACM, or Aluminum Composite Material, No Left Turn Symbol Signs are comprised of a thermoplastic core of low density polyethylene (LDPE), bonded between two sheets of aluminum. The aluminum sheets have a high performance polyester coating. This high-tech replacement for solid core aluminum signs delivers sign blanks that are light weight, while at the same time, rigid and durable. ACM sign blanks offer excellent outdoor 'weather ability'. Lastly, to the average person, ACM signs are virtually indistinguishable from traditional, solid core aluminum signs.

All TrafficSafetyStore.com 24" and 30" ACM No Left Turn Symbol Signs are 3 mil, 36" and 48" ACM No Right Turn Symbol Signs are 4 mil for added stiffness.

High Intensity Prismatic Reflective Sheeting by 3M meets ASTM D4956 Type III & IV and comes with a ten (10) year performance warranty.



No U-Turn Symbol Signs (R3-4)

www.trafficsafetystore.com 800-429-9030

No U-Turn Symbol Signs (R3-4)

24" X 24" NO U-TURN SYMBOL Sign With HI Sheeting, 3 Mil ACM

On Sale You save 20% regardless of quantity



\$34.90	\$34.90	\$34.90
~~\$43.60~~	~~\$38.70~~	
Quantity 1-4	Quantity 5-9	Quantity 10+

Key Facts:

High Intensity Prismatic Reflective sheeting
 Choose between Aluminum Composite Material (ACM) or 0.080" Gauge Aluminum
 24" & 30" ACM Signs are 3 Mil Aluminum Composite Material (ACM), 36" & 48" ACM Signs are 4 Mil ACM
 Pre-punched 3/8" mounting holes
 Meets MUTCD specifications

**Available Sign Material:**

Aluminum Composite Material (ACM)

Solid .080 Gauge Aluminum

Available Size:

< 24"

30" X 30"

< 36"

48" X 48"

Item #:RS-ACM-R3-4-24-HI**MPN #:2424A33930-R3-4**

Description ^

NO U-TURN symbol signs from Traffic Safety Store are either ACM, or Aluminum Composite Material, or 0.080 gauge solid Aluminum.

ACM, or Aluminum Composite Material, No U-Turn Symbol Signs are comprised of a thermoplastic core of low density polyethylene (LDPE), bonded between two sheets of aluminum. The aluminum sheets have a high performance polyester coating. This high-tech replacement for solid core aluminum signs delivers sign blanks that are light weight, while at the same time, rigid and durable. ACM sign blanks offer excellent outdoor 'weather ability'. Lastly, to the average person, ACM signs are virtually indistinguishable from traditional, solid core aluminum signs.

All TrafficSafetyStore.com 24" and 30" ACM No U-Turn Symbol Signs are 3 mil, 36" and 48" ACM No Right Turn Symbol Signs are 4 mil for added stiffness.

High Intensity Prismatic Reflective Sheeting by 3M meets ASTM D4956 Type III & IV and comes with a ten (10) year performance warranty.





ROAD
CLOSED





Vehicle list

TRUCK #	VIN	YEAR	MAKE	MODEL
C1	3C6JR6DG7PG540978	2023	Dodge	1500
C2	1FTVX1EF6EKD28037	2014	Ford	F-150
C3	1GCNKNEC0JZ278782	2018	Chevy	1500
C4	3C6JR6DG8LG264692	2020	Dodge	1500
C5	1GC0CVCG1DF136217	2013	Chevy	2500
C6	1GC0CVCG9DF215876	2013	Chevy	2500



SOLICITATION ADDENDUM

Solicitation Number: RFP 26-05 Addendum #1 Page 1 of 1

Solicitation Due Date: September 19, 2025, 2:00 p.m. (Local Time)

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2864

RFP 26-05

ON-CALL TEMPORARY TRAFFIC CONTROL AND BARRICADE SERVICES

Change the due date from September 12, 2025, to September 19, 2025, 2:00 p.m.

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: 7333 West Carole Lane, Glendale, AZ 85303

Authorized Signature: W Graff

Print Name and Title: Wesley Graff President

	SOLICITATION ADDENDUM	CITY OF GLENDALE Procurement Division 5850 W. Glendale Avenue Glendale, AZ 85301 Phone: (623) 930-2864
	Solicitation Number: RFP 26-05 Addendum #2 Page 1 of 18 Solicitation Due Date: September 19, 2025, 2:00 p.m. (Local Time)	

RFP 26-05

ON-CALL TEMPORARY TRAFFIC CONTROL AND BARRICADE SERVICES

Question 1: Arrow Panel Requirement (Pages 4 and 5, Section 9, Delivery and Service Vehicles) The RFP states that each truck must be equipped with an arrow panel per the Phoenix Traffic Barricade Manual. Given that this RFP focuses on emergency closures in support of the Police Department, would the City consider removing the arrow panel requirement? We believe this could streamline operations and reduce costs without compromising safety or effectiveness.

Answer 1: **Replace 9. DELIVERY AND SERVICE VEHICLES** with the following:
The City of Glendale **prefers** all delivery and service vehicles used to perform work under this contract be equipped with service vehicle flashers and an arrow panel in accordance with the Phoenix Traffic Barricade Manual. The Contractor's vehicles and equipment shall be neat in appearance and clearly identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name and local telephone number. The Contractor shall maintain its vehicles and equipment in safe and mechanically-sound condition.

Question 2: Employee Requirement (Pricing Workbook, Page 1, Items 1 and 2)
The Pricing Workbook lists two employees per truck for these services. Based on our experience, temporary traffic control services typically require one employee per truck. Would the City consider revising this requirement to one employee per truck to align with standard practices?

Answer 2: Replace the Pricing Workbook with the attached **Revised Pricing Workbook**.

Question 3: Can you add the language that will make this a cooperative contract?

Answer 3: The language can be found in the Agreement Template located at the end of this addendum.. This language will carry over to the final Agreement.



SOLICITATION ADDENDUM

CITY OF GLENDALE
Procurement Division
5850 W. Glendale Avenue
Glendale, AZ 85301
Phone: (623) 930-2864

Solicitation Number: RFP 26-05 Addendum #2 Page 2 of 2

Solicitation Due Date: September 19, 2025, 2:00 p.m. (Local Time)

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: 7333 West Carole Lane, Glendale, AZ 85303

Authorized Signature: W Graff

Print Name and Title: Wesley Graff President

	City of Glendale Solicitation Number: RFP 26-05/42600003 ON-CALL TEMPORARY TRAFFIC CONTROL AND BARRICADE SERVICES REVISED PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

1. INSTRUCTIONS:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to: travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

2. PRICE SCHEDULE

Item No	Description	Unit of Measure	Unit Price
1.	Truck with ONE employee for the first hour of service	Each	\$ <u>425.00</u>
2.	Truck and ONE employee after first hour of services	Per Hour	\$ <u>150.00</u>
3.	Additional employee, during and after first hour of service	Per Hour/ Per Employee	\$ <u>50.00</u>

	City of Glendale Solicitation Number: RFP 26-05/42600003 ON-CALL TEMPORARY TRAFFIC CONTROL AND BARRICADE SERVICES REVISED PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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3. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES ☒ NO ☐

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

4. PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

5. TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Western Towing of Phoenix Inc.
Enter Full Company Name

TEMPLATE AGREEMENT

This Agreement for _____ ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and _____, an _____, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 20_____.

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**, pursuant to Solicitation No. _____ (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with 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 contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or 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 Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor 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. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in 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. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors 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. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor 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 Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor 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.

Contractor 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. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, 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, Contractor 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, Contractor 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, Contractor 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, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the 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) Contractor 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. Contractor 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 Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$ _____, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the 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 Contractor 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.

5. Billings and Payment.

5.1 Applications.

- a. Contractor 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 or as specified in the solicitation.

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 Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors 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 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor 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 Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor 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 Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor 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.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

	City of Glendale Solicitation Number: RFP 26-05/42600003 ON-CALL TEMPORARY TRAFFIC CONTROL AND BARRICADE SERVICES REVISED PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

1. INSTRUCTIONS:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to: travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

2. PRICE SCHEDULE

Item No	Description	Unit of Measure	Unit Price
1.	Truck with ONE employee for the first hour of service	Each	\$ <u>425.00</u>
2.	Truck and ONE employee after first hour of services	Per Hour	\$ <u>150.00</u>
3.	Additional employee, during and after first hour of service	Per Hour/ Per Employee	\$ <u>50.00</u>

	City of Glendale Solicitation Number: RFP 26-05/42600003 ON-CALL TEMPORARY TRAFFIC CONTROL AND BARRICADE SERVICES REVISED PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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3. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES ☒ NO ☐

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

4. PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

5. TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Western Towing of Phoenix Inc.
Enter Full Company Name

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$2,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$2,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$2,000,000 per accident for Contractor and \$2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor 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 Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies 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, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor 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.

- 9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors 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 Contractor or subcontractor'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 Contractor and subcontractor 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - a. the forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
12. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
13. **Notices.**
 - 13.1 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); and
 - 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, or 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 on or before 5:00 p.m.; 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; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 13.2 Representatives.
 - a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

c/o
 - 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

Glendale, Arizona 85301
(623) 930-

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 City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

d. Changes. Contractor 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.

14. **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.

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

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor 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.

15.2 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.

- 15.3 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.
- 15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 15.5 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.
- 15.6 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 deemed reformed to conform to applicable law.
- 15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

- 16.1 Extensions. 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 Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.
- 16.2 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 thirty (30) 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.

17. **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.
18. **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>
19. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation

(Signatures appear on the following page.)

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By:
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

an ,

By:
Its:

EXHIBIT A

PROJECT

EXHIBIT B

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

.

NOT-TO-EXCEED AMOUNT

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

DETAILED PROJECT COMPENSATION

.

EXHIBIT B
ON-CALL TEMPORARY TRAFFIC BARRICADE SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 4 of this Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$1,000,000.

DETAILED PROJECT COMPENSATION

Compensation if per RFP 26-05, attached below.

	City of Glendale Solicitation Number: RFP 26-05/42600003 ON-CALL TEMPORARY TRAFFIC CONTROL AND BARRICADE SERVICES REVISED PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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PRICING WORKBOOK

Contractor must complete the Pricing Schedule below. Any items not clearly listed on Contractor's submitted price proposal will be considered included in Contractor's price at no additional cost to the City. All pricing should contemplate compliance with the performance requirements as specified in the Scope of Work.

1. INSTRUCTIONS:

- a. The cost proposal must be submitted separately from the rest of the written proposal.
- b. Cost proposals shall be quoted as an all-inclusive fixed fee for services.
- c. All inclusive – covers all direct and indirect necessary expenses including but not limited to: travel, telephone, copying, and other out-of-pocket expenses.
- d. Not to Exceed – The actual fees shall not exceed the amount specified in fee proposal.

2. PRICE SCHEDULE

Item No	Description	Unit of Measure	Unit Price
1.	Truck with ONE employee for the first hour of service	Each	\$ <u>425.00</u>
2.	Truck and ONE employee after first hour of services	Per Hour	\$ <u>150.00</u>
3.	Additional employee, during and after first hour of service	Per Hour/ Per Employee	\$ <u>50.00</u>

	City of Glendale Solicitation Number: RFP 26-05/42600003 ON-CALL TEMPORARY TRAFFIC CONTROL AND BARRICADE SERVICES REVISED PRICING WORKBOOK	CITY OF GLENDALE Procurement Department 5970 West Brown Street, Suite 210 Glendale, Arizona 85302
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3. DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES ☒ NO ☐

If your answer is NO, please state terms offered: (Enter discount rate if payment in 20 days) %

4. PAYMENT Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in this Section.

5. TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: Western Towing of Phoenix Inc.
Enter Full Company Name