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CITY OF PHOENIX
Finance Department
Procurement Division

REQUEST FOR PROPOSAL
RFP 13-006 (RMC)

GENERAL POLICE TOWING SERVICES REQUIREMENTS CONTRACT

SOLICITATION CONTACT PERSON
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CITY OF PHOENIX
Finance Department
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. INTRODUCTION:

The City of Phoenix invites sealed Proposals for the supply of General Police Towing Services, Vehicle Storage and Auctioning Services in accordance with the specifications and provisions contained herein. Offerors may submit Proposals in response to one, some or all four (4) Zones available within this Solicitation.

2. SOLICITATION NOTICE:

A notice of this solicitation was issued via the City's Vendor Management System (http://bizopps.phoenix.gov) using the following Commodity Codes. To receive any future notifications regarding this solicitation, companies and/or individuals must register with the City's Vendor Management System and select one or more of the following codes.

Commodity Code: 968-90 Vehicle Towing and Storage

3. SCHEDULE OF EVENTS:

Solicitation Event	Estimated Dates
Solicitation Issue Date	July 27, 2012
Pre-Offer Conference	August 8, 2012 from 10:00 AM to 12:00 Noon MST
Written Inquiries Due Date	August 17, 2012
Proposal Due Date and Time	August 24, 2012 by 2:00 PM MST
Award Recommendation	September 28, 2012

Proposal Submittal Location:
Calvin Goode Building
City of Phoenix
Finance Department
Procurement Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

Pre-Offer Location:
City of Phoenix Council Chambers
(Upper Council Chambers)
200 W. Jefferson St.
Phoenix, AZ 85003

The City reserves the right to change dates and/or locations as necessary.

4. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete Solicitation and addenda from http://www.phoenix.gov/business/contract/opportunities/goods/finbids/index.html Internet access is

available at all public libraries. Any interested Offerors without Internet access may obtain this Solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix ("City") Finance Department, Procurement Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ.

This Solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

5. PREPARATION OF PROPOSAL:

5.1. Offers shall be signed by an individual authorized to bind the Offeror. The Proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the Contract.

5.2. Proposals shall be typewritten for ease of evaluation and shall be submitted in an 8½ x 11 inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post consumer content paper.

5.3. All Proposals shall include the forms provided in Section V, Submittal. Submittals must be complete and include all of the information required in the Solicitation Instructions and the additional instructions provided in Section V, Submittal. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal. No Proposal shall be altered, amended or withdrawn after the specified due time and date. The City is not responsible for Offeror's errors and/or omissions. All time periods stated as a number of days shall be calendar days.

5.4. It is the responsibility of all Offerors to examine the entire Solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the due date and time. Offerors are strongly encouraged to:

A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

B. Study and carefully correlate Offeror's knowledge and observations with the Request for Proposal ("RFP") document and other related data.

C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the RFP document and such other related documents.

5.5. The City does not reimburse the cost of developing, presenting or providing any response to this Solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this Solicitation. All materials and documents submitted in response to this Solicitation become the property of the City and will not be returned.

5.6. Offerors are reminded that the specifications stated in this Solicitation are the minimum level required and that Proposals submitted must be for services that meet or exceed the minimum level of all features specifically listed in this Solicitation. Proposals offering less

than the minimums specified are not responsive, and should not be submitted and are subject to rejection.

5.7. If provisions of the detailed specifications in this Solicitation preclude an otherwise qualified Offeror from submitting a Proposal, Offeror(s) shall submit a written request for modification to the Deputy Finance Director at least seven (7) calendar days prior to the Proposal Due Date and Time. If the City concurs with any of the requested modifications, the City may issue an addendum to this Solicitation.

5.8. Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail.

5.9. Prices offered shall not include applicable state and local taxes. The City will pay all applicable taxes. For the purposes of determining the lowest cost, the City will not take tax into consideration. Taxes must be listed as a separate item on all invoices.

6. SOLICITATION ADDENDA:

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, and/or contract documents. Any changes to the plans, drawings specifications and/or contract documents will be in the form of an addendum, which will be available at: http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html or by calling (602) 262-7181. Any/all Solicitation Addenda submitted by an Offeror shall be signed by an individual authorized to bind the Offeror and shall be included in the Proposal.

7. PRICES AND PRICING:

Offerors may propose prices for one, some or all Zones within the scope of this Solicitation. When responding to a given Zone, Offerors must provide pricing for all line items within that Zone. Proposals containing incomplete pricing for a given Zone shall be deemed non-responsive and rejected. All prices shall be firm and fixed for the full Contract period. The quantities shown in the Prices and Pricing Submittal forms are estimates and are included for evaluation purposes only.

8. OFFEROR CAPACITY, EXPERIENCE AND EXPERTISE:

8.1. Corporate overview. Offerors shall describe their corporate history, experience and expertise in providing the same or similar services as required in the Solicitation, to the same or similar customers as the City of Phoenix. More recent experience is preferable.

8.2. Financial stability. Offerors shall provide information to verify their financial condition and ability to maintain stable financial operations through the aggregate term of any resulting contract. Offerors shall provide a copy of their financial statements from the last three (3) years. Independently audited financial statements are preferable.

8.3. Customer references and past performance. Offerors shall provide evidence of verifiable corporate experience in providing similar services to similar customers. Offerors shall provide a minimum of five (5) customer references, preferably from at least two (2) government or municipal clients. Services provided to such customers shall be the same or similar services as those that would be provided under any resulting contract. Customers similar to the City of Phoenix in size and complexity are preferred.

The City reserves the right to contact and verify all customer references and inspect any available records regarding the Offeror's past performance. The City further reserves the right to make any inquiries and to inspect any public records available from other governments regarding any Offeror's past performance and related dealings with such governments.

8.4. Organization and management. Offerors shall describe their corporate organization and how this organization will promote the effective and uninterrupted operations of any resulting contract. Offerors shall include an organizational chart showing their corporate structure, describing areas of responsibilities and organizational depth. Offerors shall describe any quality assurance programs, training programs, retention efforts or other approaches used to maintain the quality of their services.

8.5. Key Personnel. Offerors shall list the key personnel that will be committed to any resulting contract(s), along with their individual responsibilities. For each of their key personnel, Offerors shall describe their individual experience, education, licenses or certifications, and any other relevant qualifications. Offerors shall clearly indicate which Zone or combinations of Zones that such personnel would be committed to serving upon a contract award.

8.6. Subcontractors. Offerors shall list all subcontractors that they intend to use under any resulting contract. Offerors shall describe what each subcontractor will do in support of the contract, and each subcontractor's experience and expertise in providing such services. Offerors will describe how they will manage all subcontractors to be used under any resulting contract.. All Subcontracts to be used in support the services provided under this Contract, shall incorporate by reference the terms and conditions of this Contract.

9. LICENSES:

If required by law for the operation of the business or work related to this Proposal, Offeror must possess all valid certifications and/or licenses as required by federal, state and local laws by the Proposal Due Date and Time.

10. CERTIFICATION:

By signature in the offer section of the Offer and Acceptance page, Offeror certifies as follows:

10.1. The submission of the Offer did not involve collusion or other anti-competitive practices.

10.2. The Offeror shall not discriminate against any employee, or any applicant for employment in violation of Federal or State Law.

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

11. STATEMENT OF ABILITY AND PAYMENT SURETY:

Offerors shall submit with their Proposal a letter from a bonding or insurance company stating that Offeror can qualify for and procure the performance and/or payment surety required in this Request for Proposal. Proposals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive and rejected. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

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12. DISCLOSURE OF OWNERSHIP:

Offerors shall indicate in their Offer the name(s) of their corporate owner(s). Offerors shall also identify whether or not any such owner(s) also own any other companies, along with the full names of all such companies, including those companies that may also be submitting proposals in response to this Solicitation.

13. PROPOSAL CONTENTS:

Proposals shall at a minimum include the following Submittals.

Submittal 1 – Offer Form. In accordance with the Solicitation Instructions, Preparation of Proposals, Offers shall include a signed Offer Submittal form.

Submittal 2 – Solicitation Addenda. In accordance with the Solicitation Instructions, Solicitation Addenda, Offers shall include and attach signed copies of any and all Solicitation Addenda, to the attached Submittal form.

Submittal 3 – Prices and Pricing. In accordance with the Solicitation Instructions, Prices and Pricing, Offers shall include completed Prices and Pricing Submittal forms for each Zone the Offeror is responding to.

Submittal 4 – Conformance with Scope of Work and Method of Approach. In accordance with the Scope of Work and Method of Approach, Offers shall include a complete response to the Solicitation's Scope of Work requirements, including a description of the Offeror's method of approach to perform the required services, in the attached Submittal form.

Submittal 5 – Capacity, Experience and Past Performance. In accordance with the Solicitation Instructions, Capacity, Experience and Past Performance, Offers shall include all information required in the Submittal form. Offerors shall attach to the Submittal form their financial statements, their statement of ability and payment surety, and any other required information as necessary.

Submittal 6 – Conformance with Terms and Conditions. In accordance with the Standard and Special Terms and Conditions, Offerors shall respond with their acceptance of the City's terms and conditions in the attached Submittal form.

Submittal 7 – Confidential Information. In accordance with the Public Records clause in the Standard Terms and Conditions, Offerors shall list any and or all contents of their Proposal they deem to be confidential, in this Submittal form or attached immediately to this form.

14. SUBMISSION OF PROPOSAL:

Offerors shall submit one (1) original and seven complete copies of their Proposal. Proposals must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late Proposals shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock. Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name
Offeror's Address (as shown on the Offer Form)
RFP Number
RFP Title

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15. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or Offeror's designated representative) may withdraw the Proposal by submitting a request in writing and signed by a duly authorized representative. Withdrawal requests shall be submitted to the Solicitation Contact Person via USPS or e-mail. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

16. OFFER AND ACCEPTANCE PERIOD:

Proposals shall remain in effect for a period of one hundred fifty (150) calendar days from the Proposal Due Date and Time,and shall be irrevocable unless it is in the City's best interest to do so. Upon the City's written request and with the Offeror's written concurrence, the offer and acceptance period may be extended for additional periods of time as necessary.

17. PROPOSAL OPENING:

Proposals will be opened on the proposal due date, time and location indicated in the Schedule of Events at which time the name of each Offeror shall be read. Proposals and other information received in response to this Solicitation shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the Proposal evaluation process. Proposals are not available for public inspection until after an award recommendation has been posted on the City's website.

A preliminary tabulation will be posted on the Procurement Division's website, http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html within five (5) calendar days of the Proposal opening. The information on the preliminary tabulation will be posted as it was read during the Proposal opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the Proposals, an award recommendation will be posted on the website. No further notification will be provided to unsuccessful Offerors.

18. CLARIFICATIONS:

Upon receipt and opening of Proposals submitted in response to this Solicitation, the City may request oral or written clarifications, including, without limitation, demonstrations, interviews or questions and answers. Clarifications shall not otherwise afford the Offerors the opportunity to alter or change their Proposals.

19. EVALUATION CRITERIA:

In accordance with City of Phoenix Administrative Regulation, 3.10, Competitive Sealed Proposal award recommendation(s) shall be made to the responsible Offeror(s) whose Proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation criteria are listed in the relative order of importance.

A.	Prices and Pricing	400 Points (40%)
B.	Conformance with Scope of Work and Method of Approach	300 Points (30%)
C.	Capacity, Experience and Past Performance	300 Points (30%)

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20. TAKING EXCEPTIONS:

Any exceptions to the Scope of Work requirements or the Terms and Conditions, including any proposed alternative contract language, may cause a Proposal to be found non-responsive and may be rejected. The City will consider any exceptions, the Offeror's rationale for the exception and any alternative language proposed but makes no commitment to allow any requested exceptions or alternative language. The City shall have the sole discretion to determine whether it will allow any exceptions to the Scope of Work or the Terms and Conditions. Offerors should seriously consider any exceptions they intend to take to the City's requirements, terms and conditions, and inquire with the Solicitation Contact Person prior to the Proposal Due Date and Time.

21. CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any conflict of interest made apparent from other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting a Proposal herein waives any right to object to a disqualification based upon a conflict of interest now, or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

22. COST JUSTIFICATION:

In the event only one Proposal is received, the City may require that the Offeror submit cost data in sufficient detail for the City to perform a cost/price analysis to determine if the Proposal's price is fair and reasonable.

23. MULTIPLE AWARDS:

The City will award a single contract for each Zone. Although each Zone will have its own Contract, the City reserves the right to award Contracts in any combination that best meets the City's needs, including all four (4) Contracts to a single Offeror or any combination of Contracts to any combination of Offerors. See **Exhibit A – MULTIPLE AWARD SCENARIOS**.

24. AWARD RECOMMENDATION:

A response to a Solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Solicitation. A Proposal does not become a Contract until it is executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the Contract that will be between the successful Offeror and the City are contained in the Solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or Contract amendment. Notwithstanding any other provision of this Solicitation, the City reserves the right to:

A. Waive any immaterial defect or informality; or

B. Reject any or all proposals or portions thereof; or

C. Reissue a Solicitation.

25. SOLICITATION TRANSPARENCY:

Beginning on the date the Solicitation is issued and until the date the Contract is awarded or the Solicitation withdrawn, all persons or entities that respond to the Solicitation, including their

employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Offerors) will refrain, from any direct or indirect contact with any person (other than the designated Solicitation Contact Person) who may have or has a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to this Solicitation with the City staff who are not involved in the selection process.

Offerors may discuss their Proposal or the Solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Solicitation Contact Person, are conducted in person at 251 West Washington, Phoenix, Arizona, 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting notice of the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Offerors, the City Manager and/or the City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager, the City Manager's Office and/or any Department Heads (or representatives) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

This policy is intended to create a level playing field for all Offerors, assure that Contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.**

26. PROTESTS:

Recommendations to award the Contract(s) to a particular Offeror or Offerors shall be posted on the Procurement Division's website at: http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html . Any unsuccessful Offeror may file a protest no later than seven (7) calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Procurement Authority identified in the solicitation and include the following:

A. Identification of the RFP or Solicitation number;

B. The name, address and telephone number of the protester;

C. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;

D. The form of relief requested; and

E. The signature of the protester or its authorized representative.

The Procurement Authority will render a written decision within fourteen (14) days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

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27. ELECTRONIC DOCUMENTS:

This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the City shall take precedence. As provided in the Uniform Instructions to Offerors, offerors are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the City.

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1. DEFINITION OF KEY WORDS:

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract/Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this Contract.
"days"	Means calendar days unless otherwise specified.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
"EPA"	Environmental Protection Agency
"Manufacturer"	A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract.
"may"	Indicates something that is not mandatory but permissible.
"must"	A mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive. See also "shall" and "will".
"Offeror"	Means a vendor who responds to this Solicitation.
P.C.C."	Means Phoenix City Code

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"Proposal"	Means an offer submitted in response to this Solicitation
"shall"	A mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive. See also "will" and "must".
"should"	Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the offer without the information.
"Solicitation"	Means a Request for Proposal (RFP).
"Submittal"	Means a form, located within the Solicitation, into which Offeror inserts its responses to the Solicitation's various requirements, terms and conditions. Proposals in response to the Solicitation are composed primarily of completed Submittals.
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor"	A seller of goods or services.
"will"	A mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive. See also "shall" and "must".

2. CONTRACT INTERPRETATION:

2.1. APPLICABLE LAW:

This Contract shall be governed by the laws of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2. IMPLIED CONTRACT TERMS:

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

2.3. CONTRACT ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of the Contract, as accepted by the City and as as amended (if applicable), the following shall prevail in the order set forth below:

A. Special terms and conditions

B. Standard terms and conditions

C. Statement or scope of work

D. Specifications

E. Attachments

F. Exhibits

G. Solicitation Instructions

H. Other documents referenced or included in the Request for Proposal

2.4. ORGANIZATION – EMPLOYMENT DISCLAIMER:

The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall only be those expressly set forth in the Contract. The parties agree that no persons supplied by or working with the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

2.5. SEVERABILITY:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

2.6. NON-WAIVER OF LIABILITY:

The City of Phoenix, as a public entity supported by tax monies and in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law, or any other applicable law under Choice of Law rules.

2.7. PAROL EVIDENCE:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the agreed upon terms. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and had the opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. RECORDS:

All books, accounts, reports, files and other records relating to the Contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the Contract. Such records will be produced at a City of Phoenix office as designated by the City.

3.2. PUBLIC RECORD:

Offeror acknowledges that the City is a public agency and must comply with all Public Records laws. All Proposals submitted in response to this Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If an Offeror believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, the Offeror shall isolate the pages and mark them as confidential in a specific and clearly labeled section of its Proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Procurement Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. The City will respond to all confidentiality requests in accordance with Arizona Public Records Law.

3.3. CONFIDENTIALITY AND DATA SECURITY:

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor by the City in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose any of this data, nor any data generated in the performance of this Contract, to any third person without the prior written consent of the City Manager, or his/her designee.

Personal identifying information, financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifying injunctive

relief in court. A violation of this section may result in immediate termination of this Contract without notice.

The obligations of Contractor under this section shall survive the termination of this Contract.

3.4. DISCRIMINATION PROHIBITED:

Contractor agrees to abide by the provisions of the Phoenix City Code (P.C.C.) Chapter 18, Article V as amended. Any Supplier in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The Supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeships. The Supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. Supplier further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Contract entered into by Supplier.

3.5. LICENSES AND PERMITS:

Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

3.6. ADVERTISING:

Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.

3.7. EXCLUSIVE POSSESSION:

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

3.8. OWNERSHIP OF INTELLECTUAL PROPERTY:

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this Contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual

Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual. Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor.

3.9. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:

The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor shall provide the City:

A. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this Contract.

B. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against Contractor's firm or Contractor's subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or its subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or its subcontractor in the performance of this agreement.

3.10. COMPLIANCE WITH LAWS:

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

3.11. IRAN AND SUDAN:

Pursuant to A.R.S. §§ 35.391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35.391 and 35-393, in either Iran or Sudan.

3.12. CONTINUATION DURING DISPUTES:

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.13. EMERGENCY PURCHASES:

The City reserves the right to purchase from other sources those items or services that are required on an emergency basis and cannot be supplied immediately by the Contractor.

3.14. STRICT PERFORMANCE:

Failure of either party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

4. COSTS AND PAYMENTS:

4.1. PAYMENT TERMS:

The City shall make every effort to process payment for the purchase of material or services within thirty (30) calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Contract.

4.2. PAYMENT DEDUCTION OFFSET:

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:

The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

4.4. DISCOUNTS:

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5. NO ADVANCE PAYMENTS:

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.6. FUND APPROPRIATION CONTINGENCY:

The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any

contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

4.7. MAXIMUM PRICES:

The City shall not be invoiced at prices higher than those stated in any contract resulting from this proposal. Offeror certifies, by signing this Proposal that the prices offered are no higher than the lowest price the Offeror charges other buyers for similar quantities under similar conditions. Offeror further agrees that any reductions in the price of the goods or services covered by this Proposal and occurring after award will apply to the undelivered balance. The Offeror shall promptly notify the City of such price reductions.

5. CONTRACT CHANGES:

5.1. CONTRACT AMENDMENTS:

Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.

5.2. ASSIGNMENT - DELEGATION:

No right or interest in this Contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3. NON-EXCLUSIVE CONTRACT:

Any Contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

5.4. AUTHORIZED CHANGES:

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications;; (b) place of delivery; (c) time of delivery; and/or (d) quantities. If the 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 (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY:

6.1. TITLE AND RISK OF LOSS:

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

6.2. ACCEPTANCE:

All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

6.3. GENERAL INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

6.4. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:

The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorneys' fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

6.5. FORCE MAJEURE:

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 party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time delay resulting from force majeure which prevented the delayed party from performing in accordance with this Contract.

6.6. LOSS OF MATERIALS:

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Department Contact Person for services performed under this Contract.

6.7. DAMAGE TO CITY PROPERTY:

Contractor shall perform all work so that no damage to City buildings, City grounds, or City property results. Contractor shall repair or have repaired at Contractor's cost any damage caused by Contractor or Contractor's subcontractors to the satisfaction of the City and at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES:

7.1. GUARANTEE:

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

7.2. QUALITY:

Contractor expressly warrants that all goods or services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples.

Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to the City, its successors, and assigns.

7.3. RESPONSIBILITY FOR CORRECTION:

It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within thirty (30) calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

7.4. LIENS:

Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.

7.5. QUALITY STANDARDS OF MATERIAL AND SERVICES:

If desired by the City, the items or services comprising the subject matter of this proposal shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the items or services submitted for proposal conform to the Proposal specifications. The cost of testing, dissection or analysis shall be borne by the Offeror.

7.6. REPAIR AND REPLACEMENT PARTS:

Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.

7.7. WORKMANSHIP:

Where not more specifically described in any of the various sections of this RFP, the specifications and workmanship shall conform to all of the methods and operations of the best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS:

8.1. RIGHT TO ASSURANCE:

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

8.2. NON-EXCLUSIVE REMEDIES:

The rights and remedies of the City under this Contract are non-exclusive.

8.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:

Each installment or lot of the Contract is dependent on every other installment or lot and a delivery of non-conforming goods or non-conforming services, or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a total breach of the Contract as a whole.

8.4. ON TIME DELIVERY:

Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor

8.5. 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 proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

8.6. COVENANT AGAINST CONTINGENT FEES:

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the Contract without liability or in its discretion to deduct from the Contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

8.7. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS:

Quantities and dollar amounts listed herein are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the time period of this Contract, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting Contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by ten (10) percent without the express written approval of the Deputy Finance Director, Procurement Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Procurement Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.

9. CONTRACT TERMINATION:

9.1. GRATUITIES:

The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

9.2. CONDITIONS AND CAUSES FOR TERMINATION:

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

9.3. CONTRACT CANCELLATION:

All parties acknowledge that this Contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

CITY OF PHOENIX
Finance Department
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. CONTRACT CUSTOMERS AND CONTACT

The Contract shall be for the use of the Phoenix Police Department, and by extension, those citizens or their representatives who own the vehicles to which the Contractor is contacted by the Phoenix Police Department to provide any of the services under this Contract.

The Phoenix Police Department shall provide for the day-to-day operational oversight of the Contract. The Contact person for the Phoenix Police Department (Department Contact Person) and their related contact information are as follows.

Department Contact:	Patti Rea
Area:	Code Enforcement Unit
Email address:	patti.rea@phoenix.gov
Email address:	impound@phoenix.gov
Phone:	602-534-0320
Fax:	602-262-1884
Address:	1717 East Grant Street, #100 Phoenix, AZ 85034

2. CONTRACT TYPE

The Contract shall be a fixed price with price adjustments.

3. TERM OF CONTRACT

The initial Contract term shall commence on the date of Contract award (date of the City's Acceptance of the offer) and continue for a three (3) year period of time, unless the Contract is otherwise changed, terminated or canceled in accordance with the provisions set forth herein.

4. EXTENSION OF CONTRACT TERM

The City may, at its sole option, extend the Contract's term for additional periods of time such that the aggregate term of the Contract does not exceed five (5) years. In the event that the City exercises such right, all terms, conditions and provisions of the Contract in place immediately prior to the extension shall remain unchanged and continue to apply during the extension period unless otherwise expressly changed in a Contract Amendment as set forth herein.

5. PRICES AND PRICE ADJUSTMENTS:

All prices submitted shall be firm and fixed for the initial Contract term. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation justifying the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to the City. Price increases agreed to by any City staff other than Deputy Finance Director are invalid.

6. METHOD OF ORDERING (CONTRACT ORDER RELEASE):

Only members of the Phoenix Police Department will place verbal orders directly to Contractor without a purchase order number but must provide a contract order release (COR) number to the Contractor at the time of verbal order placement. Contract order releases will not be mailed to the Contractor. Vendor invoices, packing slips, and delivery tickets must contain the City COR number. A written purchase order will not be issued.

7. METHOD OF INVOICING (VENDOR INVOICE):

An invoice must include the following:

A. City purchase order number, requisition number, or contract agreement number.

B. Items or services provided listed individually by written description.

C. Unit price, extended and totaled.

E. Applicable tax.

F. Invoice number and date.

G. Payment terms.

8. METHOD OF PAYMENT (CONTRACT ORDER RELEASE)

Payment is to be made from Vendor's invoices, and from copies of signed delivery invoices, submitted to cover items and/or services received and accepted.. Invoices must contain the COR number. Invoices shall be included with each delivery of services or promptly mailed directly to the ordering department.

9. PERFORMANCE SURETY:

A performance surety in the amount of $150,000 per Zone shall be provided by the Contractor immediately after notice of award. The City will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Procurement Division. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If the surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the Contract period. Interest earnings from the CD can be retained by the Contractor.

10. INSURANCE REQUIREMENTS:

Contractor and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits

CITY OF PHOENIX
Finance Department
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of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

A. **Commercial General Liability – Occurrence Form:** Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

B. **Automobile Liability:** Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limits (CSL)	$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

C. **Worker's Compensation and Employers' Liability:** Workers' Compensation and Statutory

Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

Contractor's insurance policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a Contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

ADDITIONAL INSURANCE REQUIREMENTS: The Contractor's insurance policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this contract, the Contractor must provide to the City, within two (2) business days of receipt,

written notice that a policy has been suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Procurement Division, 251 W. Washington Street, Phoenix, Arizona 85003; emailed to: purchasing.admin@phoenix.gov ; or sent by facsimile transmission to (602)-534-1933.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

11. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING:

Contractor agrees that all of Contractor's and Contractor's subcontractor's workers (collectively "Contractor's Worker(s)") that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense as set forth in this section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this section is necessary to preserve and protect the public health, safety and welfare. The Background Screening requirements set forth in this section are the minimum requirements for the Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor's services under this Contract or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and Contractor's Worker(s) shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this

Contract.

BACKGROUND SCREENING REQUIREMENTS AND CRITERIA: Because of the varied types of services performed, the City has established three levels of risk and associated background screenings for these risk levels. The risk level and background screening required for this Contract is **Standard Risk Level.**

A. **Minimum Risk Level:** A minimum risk background screening shall be performed when the contract worker:

(i) will not have direct access to City facilities or information systems; or
(ii) will not work with vulnerable adults or children; or
(iii) when access to City facilities is escorted by City's workers.

The background screening for minimum risk shall consist of the screening required by A.R.S. § 41-4401 and following to verify legal Arizona worker status.

B. **Standard Risk Level:** A standard risk background screening shall be performed when the contract worker's work assignment will:

(i) require a badge or key for access to City facilities; or
(ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
(iii) allow unescorted access to City facilities during normal and non business hours.

The background screening for this Standard Risk Level shall include the background screening required for the Minimum Risk Level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the contract worker has lived at any time in the preceding seven (7) years from the contract worker's proposed date of hire.

C. **Maximum Risk Level:** A maximum risk background screening shall be performed when the contract worker's work assignment will:

(i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or
(ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
(iii) have unescorted access to City data centers, money rooms, or high-valve equipment rooms; or
(iv) have access to private residences; or
(v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities.

The background screening for this maximum risk level shall include the background screening required for the Standard Risk Level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the contract worker's proposed date of hire. Contract workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code §2-27.

CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING: By executing this Contract, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, understands them and that all background screening information furnished to the City is accurate and current. Also, by executing this Contract , Contractor further certifies and warrants that Contractor has satisfied all

such background screening requirements for the minimum and standard risk background screening as required.

In addition, for maximum risk background screening, Contractor shall furnish the Phoenix Police Department and the Procurement Officer with a copy of the results of the screening for the City's review and approval of such background screenings for any Contractor's Worker(s) being considered for performing services under this Contract where human safety or facility security is classified as a maximum risk level. The subject Contractor's Workers shall not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of the subject Contractor's Workers maximum risk background screening and the Contractor has received the City's approval of the Contractor's Worker(s) proposed by Contractor for performing work under this Contract. The City may, in its sole discretion, accept or reject any or all the Contractor's Worker(s) proposed by Contractor for performing work under this Contract. A Contractor's Worker(s) rejected for work at a maximum risk level under this Contract shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS: Contractor shall include the terms of this section for Contractor's Worker(s) background screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY: The background screening requirements of this section are material to the City's entry into this Contract and any breach of this section by Contractor shall be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this Contract, Contractor shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contractor's Worker(s) by Contractor or the City for Contractor's failure to satisfy this section.

CONTINUNING DUTY; AUDIT: Contractor's obligations and requirements that Contractor's Worker(s) satisfy this background screening section shall continue throughout the entire term of this Contract. Contractor shall notify the City immediately of any change to a maximum risk background screening of a Contractor's Worker(s) previously approved by the City. Contractor shall maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

12. PARTIAL PAYMENTS – CONTRACT ORDER RELEASES:

Partial payments are not authorized on individual contract order releases (COR) issued for this procurement. Payment will be made upon final delivery and acceptance of all supplies or services ordered on each COR issued against the agreement.

13. SUSPENSIONS OF WORK:

The City reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City of Phoenix. This suspension will be without compensation to the Contractor, other than to adjust the Contract completion/delivery requirements.

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Finance Department
Procurement Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

14. PERFORMANCE INTERFERENCE:

Contractor shall notify the Department Contact Person immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

15. LEGAL WORKER REQUIREMENTS:

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a Contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).

B. A breach of a warranty under this paragraph shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.

C. The City of Phoenix retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under this paragraph.

16. EMERGENCY TWENTY-FOUR HOUR SERVICE:

Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

17. KEY PERSONNEL:

Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the Department Contact Person. With the concurrence of the Department Contact Person, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Department Contact Person.

18. SUBCONTRACTORS:

Contractor may utilize Subcontractors in the performance of services under the Contract. Any subcontract entered into with respect to performance under the Contract shall in no way relieve the Contractor of any responsibility for performance of all requirements under the Contract. Contractor shall certify that all subcontracts used to support the services provided under this Contract, incorporate by reference the terms and conditions of this Contract. Contractor shall not change or add any Subcontractors, for the performance of services under this Contract, without the advance written approval of the Deputy Finance Director. When requesting the City's approval, the Contractor shall list all outgoing Subcontractors, all new Subcontractors, their contact information, their proposed responsibilities under the Contract as well as their qualifications to perform the intended work. With the request, Contractor shall certify that all new subcontracts incorporate by reference the terms and conditions of this Contract.

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1. INTRODUCTION:

The City of Phoenix Police Department, Management Services Division, invites sealed Proposals for General Police Towing Services, Vehicle Storage and Auctioning Services to be provided to the City of Phoenix and its citizens in accordance with the specifications and provisions contained herein.

2. BACKGROUND:

The City of Phoenix encompasses 519.1 square miles and has a population of 1.4 million. The Police Department requires general towing services to provide assistance for citizens involved in accidents, towing abandoned vehicles, vehicles left in the roadways, illegally parked vehicles, and other law enforcement impoundments. The Police Department also requires auctioning services when vehicles have been lawfully impounded and determined to be abandoned by the Arizona Department of Transportation Motor Vehicle Division (MVD).

2.1. The following estimated call frequencies are based on historical data and are provided for informational purposes only. The City makes no guarantee that these estimates will approximate or predict future results. Offerors should form their own judgment as to the predictive quality of these estimates, taking into account all relevant factors, including the possibility of a change to a law that could impact the frequency with which the City requests tow service.

2.2. The citywide estimate of average monthly tow requests is 2,000 to 2,500.

90+% 10,000 pounds or under gross vehicle weight

<5% Over 10,000 pounds gross vehicle weight

<5% Scooters, mini-bikes, trailers, etc.

2.3. The citywide estimate of average monthly calls for abandoned vehicles and tows requested pursuant to P.C.C. § 36 is less than 900.

2.4. The citywide estimate of average monthly 30-day impound tows pursuant to either A.R.S. § 28-3511 or P.C.C. § 23-55 is 1,600.

2.5. The citywide estimate of monthly calls in all other categories is less than 400.

2.6. The approximate number of tows per precinct for the General Services Towing Contract for the period of 1/1/2011 through 12/31/2011 is as follows:

Precinct #	Precinct Name	Approximate # of tows per precinct
Precinct 2	Black Mountain	2,159
Precinct 3	Estrella Mountain	4,528
Precinct 4	South Mountain	4,486

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Precinct 5	Central City	2,372
Precinct 6	Desert Horizon	3,591
Precinct 7	Mountain View	4,709
Precinct 8	Maryvale	3,887
Precinct 9	Cactus Park	5,514
	Unknown Precinct	3,511

3. SCOPE:

The purpose of this Solicitation is to establish four separate contracts for the City of Phoenix Police Department. The contracts are for the supply of general police towing services, vehicle storage and auctioning services to be provided to citizens and the City of Phoenix. The City of Phoenix does not guarantee that a minimum number of tows will occur in any zone. Tow services will be requested on an "as needed" basis for the following zones:

Zone	Precincts per Zone
Zone A	(Black Mountain and Cactus Park Precincts)
Zone B	(Desert Horizon and Mountain View Precincts)
Zone C	(Estrella Mountain and Maryvale Precincts)
Zone D	(South Mountain and Central City Precincts)

The Police Department requires towing services twenty-four (24) hours a day, seven (7) days a week throughout all eight police precincts. All work performed under this Contract will be pursuant to a specific request for service by a member of the Phoenix Police Department. The City will pay the contract towing and storage fees for any abandoned or impounded vehicle seized by the Police Department in error. This Contract will not be used for any purpose other than Police Department ordered tows and impoundments.

This Contract will not be used for towing city vehicles.

Offerors may submit either a proposal for one zone only or they may submit proposals for multiple zones. Only one contract for one vendor will be awarded per zone.

4. ZONE BOUNDARIES:

4.1 For proposal and contract purposes, the tow precinct and subsequent zone boundaries correspond to the City of Phoenix Police precincts. See **Exhibit B – TOWING ZONES AND PRECINCTS**.

4.2 The City reserves the right to change precinct boundaries and zones during the contract period. If a boundary should be changed for a precinct or zone under Contract, and that change results in either an increase or decrease in territory of ten percent (10%) or less as compared to the territory available at the beginning of the Contract, the change shall be considered de minimis and the Contract shall not be effected. If the change would result in an increase or decrease in excess of ten percent (10%) of the original territory, Contractor may terminate the Contract by providing thirty (30) days written notice to the City of this intent.

5. CONTRACTOR SERVICES:

5.1. Contractor shall comply with all lawful written instructions received from the insurance company representing the owner of any property towed under this Contract. Acceptable evidence of representation is any statement from the insurance company, on company letterhead,, which names and purports to represent the owner. A copy of this written evidence of representation shall be retained at the Contractor's place of business for one (1) year from the date of receipt.

5.2. Contractor shall comply with all lawful instructions from the citizen, or the citizen's authorized agent, relating to the disposition of property that has been involved in a vehicular accident.

5.3. Contractor shall provide towing services twenty-four (24) hours a day and every calendar day of the year.

5.4. In the accident tow category, if the citizen does not request a specific towing service, the Contractor for that zone will be called by the Police Department. When a Contractor is called pursuant to this Contract, the Contractor is prohibited from reaching any agreement with the citizen relating to the tow service covered by this Contract that is not expressly permitted by this Contract. The charges to the citizen resulting from responses to calls made pursuant to this Contract shall be in strict accordance with the contract rates established herein.

5.5. Contractor must respond to all requests for the tow of abandoned or impounded property and cannot refuse to tow certain property.

5.6. Contractor shall comply with all laws of the State of Arizona pertaining to the handling and disposal of abandoned impounded vehicles, including the submission of all required electronically filed reports to MVD.

5.7. Contractor may recover from the registered owner of any abandoned vehicle any fee chargeable under state law that is paid for by Contractor and is directly related toContractor's cost of applying for abandoned vehicle title.

5.8. Contractor shall not perform any services beyond the original tow and storage of property without the express written consent of the citizen, or citizen's authorized agent, before the services are performed.

5.9. Contractor shall tow vehicles or property to the location designated by the Phoenix Police Department employee assuming responsibility for the disposition of the vehicle or property.

6. SOLICITATION OF BUSINESS PROHIBITED:

6.1. In connection with any property towed pursuant to this Contract, Contractor shall not solicit business for, or contact the property owner, or his authorized agent, on behalf of, any body shop,

repair facility, insurance company, insurance adjuster, towing company, wrecking yard, health care provider, lawyer, or other person or business of any description, during the tow process.

6.2. For purposes of this section, the term "tow process" shall mean the period of time beginning when the Contractor receives a call for service under this Contract and ending when the property's owner or his authorized agent has removed the property from the Contractor's premises.

6.3. Contractor shall not enter into an agreement or single transaction with any business or person whereby Contractor is compensated in any way, either in money or other consideration of any description, whether by tow fee, contingency or other arrangement, in exchange for the provision of information relating to the property, or its owner, towed pursuant to this Contract.

6.4. Contractor shall not permit any person, other than a member of law enforcement or an employee or agent of any government acting in his or her official capacity, access to property towed pursuant to this Contract unless that access is required in direct and specific furtherance of a responsibility imposed upon Contractor under this Contract.

6.5. Notwithstanding any other provision of this Contract, the City may terminate this Contract for a single violation of this section.

7. EQUIPMENT PER ZONE:

7.1. At all times during the contract period, Contractor shall have the following equipment per Zone.

A. Fourteen (14) tow trucks

B. Of the fourteen (14) trucks, at least two (2) trucks must be classified as medium duty boom or crane type tow trucks. The medium duty tow truck is necessary for the towing of larger vehicles such as motor homes, etc.

C. Of the fourteen (14) trucks, at least four (4) of the trucks shall be two-car carriers.

D. Access to one (1) heavy-duty tow truck that is either a boom or crane-type. This truck must be readily available when needed to tow semi-tractor trailers.

E. Access to one (1) panel truck with a lift gate for the removal of property. The cargo compartment on the panel truck shall be a minimum of 20 feet in length.

Tow truck classifications are determined by City and State laws and DPS Tow Truck Rules and Regulations.

7.2. Contractor's tow trucks used to provide service shall have the business name affixed in three inch (3") minimum sized letters on both sides and shall display a current Department of Public Safety inspection seal. Tow trucks shall have a two-way radio or other two-way communication system.

7.3. Contractor's equipment and drivers shall comply with the requirements of City and State laws and DPS Tow Truck Rules and Regulations. All vehicles used to provide service under the Contract shall have a current Arizona Vehicle Emission Inspection Certificate to exhibit compliance with local emissions standards, as required by law.

13. IMPOUNDED PROPERTY AND RELEASE:

13.1. Contractor shall not release any property impounded as evidence by the Phoenix Police Department without the prior written authorization of the Police Department.

13.2. For tows pursuant to either A.R.S. § 28-3511 or P.C.C. § 23-55, Contractor shall release the vehicle to any person who has the Phoenix Police Department Authorization for Release of Impounded Vehicle and current, government-issued photo identification that matches the name on the Authorization for Release of Impounded Vehicle. All Authorization for Release forms are to be retained by the Contractor until thirty (30) days after the expiration of the contract term.

13.3. Contractor shall not release a vehicle towed pursuant to either A.R.S. § 28-3511 or P.C.C. § 23-55 without the express, written authorization of the Phoenix Police Department. Contractor must pay the $150 administrative fee to the City, in addition to any other amount that may be payable as contract damages, if the Contractor releases to a citizen a vehicle towed pursuant to A.R.S. § 28-3511 or P.C.C. § 23-55 without first obtaining Phoenix Police Department Authorization for Release form.

13.4. Contractor is required to collect the impoundment fee of P.C.C. § 36-8(G), as amended, at the time of vehicle release whenever a vehicle is towed pursuant to P.C.C. § 36-7(A), as amended. The fee is to be paid to the City with a written accounting. The written accounting must include the stock/storage report number, Vehicle Identification Number, impound fee, fee collection date, amount collected, and payment type (e.g., cash, check, credit card).

13.5. Contractor shall make payments to the City once each week for fees collected during the preceding week. The police officer must sign and indicate P.C.C § 36 on the storage report in order for Contractor to be required to collect the fee. Contractor shall not collect the fee if the officer did not indicate P.C.C. § 36 on the storage report. The fee is to be paid by the person claiming the towed vehicle and not by the Contractor.

13.6. Contractor shall pay to the City the impoundment fee of P.C.C. § 36-8(G) in the amount of $104.50 for each vehicle for which the fee applies and for which the fee was not collected from a third party. The Contractor does not pay the P.C.C. § 36-(G) for unclaimed vehicles when the Contractor is awarded abandoned titles.

13.7. For tows pursuant to P.C.C. § 36-7 Court ordered "Boot and Tow", the Contractor shall release the vehicle to any person when the Municipal Court has faxed a Municipal Court Vehicle Release Authorization to the Contractor. The Contractor shall not release a vehicle towed pursuant to P.C.C. § 36-7 without the express, written authorization of the City of Phoenix Municipal Court.

14. SERVICE RECORDS:

14.1. Contractor shall maintain records and/or computer files separate from all other records and/or computer files the Contractor may keep, of all property towed under this contract, showing, as applicable, the following:

A. Location where the property was picked up (Precinct No. and Address).

B. Type of tow performed, e.g., A.R.S. § 28-3511, P.C.C. § 23-55, abandoned, city property, evidence, stolen vehicle, P.C.C. § 36, seizure, accident, boot and tow, or other reason.

7.4. Proposals submitted with the intention to subcontract with other towing companies for the necessary equipment to meet minimum proposal specifications will only be considered if: (1) the number of subcontractors is limited to two (2) firms for all zones awarded for proposal; (2) Offeror identifies which subcontractor(s) will service which zone(s) selected; (3) Offeror's listed subcontractor(s) are not listed by any other offeror(s); and (4) none of the listed subcontractors has submitted a Proposal in response to this Solicitation.

7.5. Contractor shall be responsible for contract performance and compliance of all subcontractors used under this Contract.

7.6. The City is contracting for the unique qualifications and capabilities of Contractor and there shall be no assignment, subletting, or transfer of the interests of Contractor in any of the work covered by the Contract without the prior written consent of the Deputy Finance Director. In the event the City gives such consent, the terms and conditions of the Contract shall apply to and bind the party or parties to whom such work is consigned, sublet or transferred. Any assignment, subletting or transfer of the interest of Contractor either in whole or in part, without such consent, shall give the City the right to immediately terminate the Contract for default.

8. STORAGE FACILITIES:

8.1. Contractor shall maintain sufficient property storage facilities to adequately service the zone(s) under contract. Storage facilities shall comply with all City of Phoenix zoning requirements and must be zoned either A-1 or A-2. The minimum acreage specified in this document is sufficient only to begin service in a zone. Additional acreage may be necessary, and the Contractor will be obligated to secure, acceptable additional storage space as necessary.

8.2. All storage locations used to fulfill any requirement of this Contract shall be on record with the Phoenix Police Department Code Enforcement Unit and property shall not be stored at any location other than the storage locations on record.

8.3. Contractor shall maintain property storage facilities within the contract Zone(s).

8.4. Upon contract commencement, storage areas shall have a fence at least six feet (6') in height and, within thirty (30) days of contract commencement, have minimum lighting of one-half (1/2) watt for each square foot of storage lot facility.

8.5. Offerors shall submit proposals only for the zone(s) for which it currently owns, leases, or has an option to purchase or lease, adequate property storage to commence contract services.

8.6. Adequate property storage space is defined as a minimum of 2-1/2 acres of property storage space to service property tows for each zone for which a Proposal is submitted. Contractor shall secure additional storage space as necessary to support the contract zone and precincts.

8.7. Proposals submitted that do not exhibit either the ownership of, the lease of, or options to own or lease, the minimum required property storage space acreage to begin service for each zone for which a proposal is submitted, will be considered non-responsive.

9. STORAGE:

9.1 Contractor shall not move property from the storage yard of record for a period of fourteen (14) days, unless the property is claimed by the owner or an authorized agent of the owner, or the

owner or an authorized agent of the owner directs that the property be moved to another designated location. If, after fourteen (14) days, instructions have not been received from the property owner or authorized agent, Contractor may move the property to an alternative storage lot that also meets the physical requirements of the contract.

9.2. Contractor shall not charge an additional towing fee in connection with the transfer of property to an alternative storage lot at the Contractor's discretion. Contractor shall not charge a fee to remove property from a storage lot, and shall make the property accessible to the owner or agent for purposes of removal from a storage lot, when the property is claimed by the owner or the owner's authorized agent.

9.3. Contractor shall staff towing property storage facilities for the purpose of contract property release or appraisal from 8:00 a.m. to 8:00 p.m., seven (7) days a week, except for the days on which the following holidays are observed by the State of Arizona: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

9.4. Contractor shall release all owner property to the customer or his agent within thirty (30) minutes of request if the owner or the owner's agent is present at the towed storage property facility between 8:00 a.m. and 8:00 p.m. on any calendar day except the holidays named in this section.

9.5. Contractor shall maintain at all times a sign posted at the public entrance of each storage facility used for contract tows, clearly listing the City of Phoenix contract tow and daily storage rates for property stored at this facility. Lettering shall be a minimum of 1.5 inches in height in a color clearly contrasting with the background.

9.6. Contractor will not charge an open lot fee for releasing property during the business hours stated in this section, even if the property storage is not Contractor's regular place of business.

10. SAFEKEEPING OF PROPERTY:

10.1. Contractor shall be responsible for the safekeeping of all property that comes into its possession pursuant to this Contract.

10.2. Contractor shall ensure that the interior areas of vehicles are protected from rain and other elements by closing all operable windows. In the event the window(s) are inoperable, or the Contractor is unable to operate them for whatever reason, Contractor shall seal the window(s) with plastic and maintain seal while property is in the possession of the Contractor, or other suitable non-porous, material to help prevent weather damage to the vehicle's interior. The cost for this service is to be included in the cost per tow for all levels of tow. The Contractor is not required to perform this service at the tow scene.

10.3. Contractor shall be responsible for any damage caused to property as a result of Contractor's own actions, including, but not limited to, any damage caused as a result of moving the property to a storage lot, from a storage lot, or within a storage lot.

10.4. Contractor shall not remove property or other personal effects from inside of a towed or impounded vehicle without the express permission of the vehicle or property owner, or the owner's authorized agent. Violation of this provision shall constitute a material breach of the Contract and shall be grounds for immediate termination of this Contract.

10.5. Contractor is responsible for the supervision of all persons who are granted or permitted access to the property to ensure that this provision is not violated. This provision shall apply regardless of whether Contractor's management was aware of the unauthorized removal, and regardless of the purpose for the unauthorized removal.

10.6. Contractor shall not disable or further disable, property towed or impounded without the express permission of the vehicle or property owner. Violation of this provision shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

10.7. Contractor shall be responsible for the intentional acts of its employees or subcontractors for any intentional act that reduces the value, or lessens the cosmetic appearance of property towed or impounded without the express written permission of the property's owner, or the owner's authorized agent. Violation of this provision shall constitute a material breach of this Contract and shall be grounds for immediate termination of this Contract.

11. CONTRACTOR PERSONNEL:

11.1. Contractor shall provide professional, polite and sufficiently qualified personnel to service the zone(s) awarded.

11.2. Contractor's drivers shall be properly licensed and shall operate the tow trucks in a safe and prudent manner. Drivers shall refrain from using profane or vulgar language in a public area while performing work under this Contract.

11.3. Contractor shall provide a supervisor to the scene of a tow at the City's request.

11.4. Contractor shall ensure that at least one (1) person assigned to each storage facility responsible for interfacing with the public, be able to speak, read and write in English in order to communicate with all City personnel, the citizen or the citizen's authorized agent.

12. RESPONSES TO SERVICE REQUESTS:

12.1. Contractor shall be responsible for dispatching its own trucks upon receiving a request for towing service.

12.2. Contractor shall respond to the City's call for service by arriving at the location requested within twenty (20) minutes of the time of the call, except that the response time for medium and heavy duty trucks shall be thirty (30) minutes of the time of the call

12.3. Contractor shall supply the Police Department with a single twenty-four (24) hour telephone number to request all dispatches.

12.4. Contractor must notify the Police Department immediately when Contractor knows, or becomes aware that, the twenty (20) minute response time will not be met.

12.5. Contractor shall clean up any accident scenes of all debris and return the area to its condition prior to the accident as requested by the Phoenix Police Department representative and in compliance with all applicable federal, state and local laws.

C. Location to which the property was taken.

D. Date and time of the tow.

E. Police Department Incident Number.

F. Make, model, and year of the property.

G. License plate number and State issued.

H. Vehicle identification number or serial number.

I. Signature and serial number of Police Department employee authorizing service.

J. Name and signature of individual or authorized agent to whom the property was released, or pursuant to whose instructions the property was disposed of.

K. Total charges to date.

14.2. If a vehicle was impounded under an incorrect Vehicle Identification Number (VIN), either through an audit performed by the Arizona Department of Public Safety, an inspection performed by the Arizona Department of Motor Vehicles, or otherwise, Contractor shall immediately notify the Phoenix Police Department Code Enforcement Unit by facsimile or electronic transmission of the correct VIN ascertained through the audit, inspection or otherwise.

15. BILLING AND PAYMENTS:

15.1. Level 1 tow: The tow of any property with a weight or GVWR by VIN of less than 10,000 pounds, with no special circumstances surrounding the tow.

15.2. Level 2 tow: The tow of any property with a weight or GVWR by VIN of less than 10,000 pounds with special circumstances.

15.3. Level 3 tow: The tow of any property with a weight or GVWR by VIN of at least 10,000 pounds but less than 25,999 pounds, with no special circumstances.

15.4. Level 4 tow: The tow of any property with a weight or GVWR by VIN of at least 10,000 pounds but less than 25,999 pounds, with special circumstances.

15.5. Level 5 tow: The tow of any property with a weight or GVWR by VIN of 26,000 pounds or more, with no special circumstances.

15.6. Level 6 tow: The tow of any property with a weight or GVWR by VIN of 26,000 pounds or more, with special circumstances.

15.7. Level 7 tow: The tow of a mobile home, regardless of its condition (e.g. dismantled).

15.8. Level 8 tow: The tow of abandoned vehicles. For purposes of this paragraph, the term "abandoned vehicle" shall have the meaning as set forth at Section 28-4801, Arizona Revised Statutes, as amended. Pursuant to Section 28-4837, Arizona Revised Statutes, as amended, the City will not pay for the removal of an abandoned vehicle towed under color of the officer's lawful

authority. The amount bid for the removal of an abandoned vehicle shall be charged to the owner of the vehicle upon recovery.

15.9. All tows will be assigned to one category only for billing purposes.

15.10. No separate charges may be made for costs associated with clean-up at an accident scene.

15.11. For purposes of this section, "special circumstances" consist of the following:

A. Contractor must remove the property from a pool, lake, canal, river, building, fence, wall, or similar location,

B. The property is located at an off-road location that cannot be reached by travel on a paved surface, including the situation where the property to be towed and the paved road surface are separated by a permanent wall, fence or similar physical barrier;

C. The vehicle is located on its side or on its top or roof, or

D. The property is located in a condition or at a location substantially similar to the foregoing.

E. "Special circumstances" do not consist of "boot and tow" tows.

15.12. For every tow in which Contractor is claiming special circumstances, Contractor must, in addition to regular invoice requirements, take a photograph of the scene that depicts the alleged special circumstances and obtain on-scene Police Department employee approval of the special circumstances rate charges by signature on the tow invoice.

15.13. Storage: A daily rate shall be bid for storage of all property towed. The amount paid shall be the rate bid times the number of days the property is in storage. Property that has reached Contractor's storage location may be charged for one (1) day's storage, regardless of the amount of time that the property is at the storage location. An additional day's storage may only be charged beginning at 12:01 p.m. of the following day. For example, if a vehicle reaches the storage location at 2:00 p.m. on day 1 and is recovered at 4:00 p.m. on day 1, one day's storage may be charged. If that same vehicle is picked up at 11:00 a.m. of day 2, one day's storage may be charged. If the vehicle is picked up at 1:00 p.m. on day 3, three day's storage may be charged.

15.14. After hours gate charge: This fee is the charge for granting access to the storage location to a customer who arrives outside of the lot staffing hours established in Section 9 of this Contract.

15.15. Hourly standby: An hourly standby rate for delays in excess of thirty (30) minutes may be charged when Contractor is not permitted, required or allowed to begin tow work pursuant to the requirements of the on-scene Police Department employee. All standby rate charges must be approved by an on-scene Police Department employee by signature on the tow invoice, in addition to other invoice requirements. The standby rate shall be prorated to the nearest minute. For example, if the standby rate is $30.00 per hour and the required delay is 15 minutes, the standby rate charge will be $7.50 ($30.00 per hour x ¼ hour).

15.16. Supervisor charge: An hourly rate may be charged for the presence of a supervisor at the scene of a tow if the City requests the presence of a supervisor at the tow scene. An hourly rate should be bid. Contractor will be paid for the time that the supervisor actually spends at the tow scene at the hourly rate bid, prorated to the nearest quarter hour with a one half (1/2) hour minimum. For example, if the hourly rate is $40.00 and the supervisor spends 10 minutes at the scene, the charge will be $20.00 ($40.00 per hour x ½ hour). If the supervisor spends 1 hour and ten minutes, the charge would be $50.00 ($40.00 + (.25 x $40.00)). Any invoice containing a charge for supervisor time must be approved by the on-scene Police Department employee by signature on the tow invoice, in addition to other invoice requirements. No compensation will be made by the City for a supervisor who appears at the scene of the tow upon request of a person other than the City.

15.17. Refrigeration unit tow: The tow requires the use of a refrigerated trailer or unit. The price bid will be an hourly rate for the use of the equipment. The amount paid will be the time that the unit actually spends in service beginning with its arrival at the tow scene, prorated to the nearest quarter hour with a half-hour minimum. All charges must be approved by an on-scene Police Department employee by signature on the tow invoice, in addition to other invoice requirements.

15.18. Outside city limit tow: The tow requires Contractor equipment to leave the City limits in order to complete the service. The rate quoted shall be per mile from the edge of the City to the point of loading following the most direct route possible. The amount paid shall be the per mile charge times this distance. For example, if the most direct route from the edge of the City to the point of loading is 10 miles and the Contractor drives 12 miles to the point of service from the edge of the City and 14 miles back in to the City, and the rate per mile is $3.00, the additional charge will be $30.00 (10 miles x $3.00 per mile). The Contractor should note that the calculation will be made for one way mileage only, and adjust the bid rate accordingly.

15.19. Dry run charge: The charge for a tow service call when the unit reaches the tow scene, the vehicle is not hooked or loaded onto the Contractor's equipment and no tow is actually performed. Payment will be made only if Contractor obtains the signature and a clearly-legible printed name and serial number of the Police Department employee on scene that the call was a dry run.

15.20. The City will not be responsible for non-payment of bills tendered to the property or vehicle owners pursuant to this Contract. Contractor shall comply with all laws relating to the collection of monies owed for services provided pursuant to this Contract.

15.21. Contractor shall submit all invoices and statements electronically to the Department Contact Person within thirty (30) days of date service is provided and the City will pay all legitimate, authorized bills that meet the contract requirements within sixty (60) days from receipt.

15.22. Tow tickets (invoices) must contain:

A. Signature and clearly-legible name and serial number of the Police Department employee authorizing the service;

B. Clearly-legible and complete Departmental Report Number or Incident Number;

C. GVWR for all property that has a GVWR;

D. Actual weight of the property by certified scale slip, when applicable;

E. Statement "boot and tow" for all "boot and tow" tow services;

F. Tow level number pursuant to this section and dollar amount' and

G. Number of the precinct in which the tow occurred.

15.22. Contractor shall assure that all tow services arising from the Contract are billed the correct and applicable contract rate. Contractor is required to establish and maintain a process to monitor its billing practices and refund all over-charges that may occur. The City will periodically audit tow bills generated. Contractor will have the opportunity to review and discuss the audit findings prior to the issuance of any final audit report. If the audit identifies any unsupported charges that Contractor has not already identified through its monitoring process and refunded the over-charges, the Contract may be terminated for default and the performance surety automatically forfeited. The failure of an audit to uncover over-charges, or any other contract violation or deficiency, shall not be a defense to a subsequent action on the part of the City to terminate the Contract for a breach occurring during the period of the audit.

15.23. All towing and storage charges will be paid by the owner or authorized agent of the property claimed, unless the property was impounded in error by the Police Department or a delay in the property owner claiming recovered stolen property was the result of the Police Department's failure to promptly notify the property owner of the recovery. In these instances only, the Police Department will be responsible for payment of any towing and storage charges.

15.24. The City will publish the contracted towing rates on the Phoenix Police Department Web page for the convenience of City of Phoenix residents.

15.25. Contractor shall accept the following methods of payment for towing and storage fees: cash, Visa and MasterCard debit and credit cards.

15.26. The fees listed on the proposal price schedule are the only fees to be charged. No other charges shall be assessed to private citizens or to the City of Phoenix without an original letter authorizing the deviation from the price schedule issued by the City of Phoenix Procurement Office, which will cover one (1) particular incident only. A single violation of this paragraph will constitute grounds to terminate the Contract in its entirety immediately. The City reserves the right to audit all invoices for all tows against this Contract and may contact parties that have had their vehicle towed to survey how they were treated and verify how much they were charged for the service.

16. DISPOSITION OF UNCLAIMED VEHICLES AND PROPERTY:

If Contractor obtains title to an unclaimed vehicle or property as applicable by law, Contractor must sell the vehicle or property in a manner that achieves the greatest residual value for the City. At a minimum such sales shall include auctioning (in-person or online) and disposal services. All sales, including general sales, auctions or disposal services, shall comply with the following requirements as applicable

16.1. SALES PROCEEDS:

Contractor shall remit to the City a portion of the gross proceeds resulting from any sale based on the rates set forth herein. Gross proceeds means the total amount for which the vehicle or property was sold, auctioned or sold for disposal. Offeror shall state the percentage of the gross sales proceeds that will be paid to the City in the applicable Submittal herein.

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16.2. CONDITION:

All vehicles or property to be sold must be as clean as the condition of the vehicle or property permits. Contractor may not take any action to any way lessen or impair the condition or cosmetic appearance of the vehicle or property.

16.3. INVENTORY:

Contractor shall use the stock/inventory/storage report number as the unique number for the vehicles and property sold.

16.4. STORAGE:

Contractor shall store all vehicles or property prior to their sale as provided in this Contract.

16.5. PROCEEDS REPORTS:

Contractor must provide accurate accounting of all vehicle and property sold no later than thirty (30) calendar days after the date of sale. Contractor's accounting documentation available to the City shall at a minimum include the following:

A. Date of sale, auction or disposal

B. Inventory/stock/storage report number

C. Property description, including serial number and, for vehicles, Vehicle Identification Number,

D. Make, model,

E. Year and color

F. Gross sale price

G. Buyer information

H. Amount required to be paid to the City

I. Amount paid to the City

16.6. PAYMENT TO THE CITY:

Contractor shall remit the City's proportion of all sales proceeds with their submission of the Proceeds Report. City sale proceeds shall be remitted via company check, cashier's check or money order drawn on a local bank. Contractor shall submit City sales proceeds to the City on a weekly basis. Payment shall be made payable to "City of Phoenix" and delivered to the Department Contact Person.

16.7. CITY AUDITING:

The City has the right to audit the Contractor's sales, auction and disposal records at any time upon one (1) calendar day notice.

16.8. ONLINE AUCTIONS:

A. Auction Website. When providing auctioning services via online auctioning service, Contractor shall ensure the reasonable availability of the Auctioning service's website and its accessibility to public visitors.

B. Property Viewing. Contractor shall create a photograph or photographs of the property for viewing on the Auction website, along with an adequate description of the property sufficient to effectively complete the auction.

C. Security. Contractor shall ensure the auctioning service website provides adequate security concerning the property information, the bidder information and the auction information.

D. Costs. All costs incurred in the preparing and performing online auctions shall be included in Contractor's auction split and shall not be charged to the City separately from this amount.

16.9. IN-PERSON AUCTIONS

A. Auction Facilities. When providing auctioning services at a specific physical location, Contractor shall provide all facilities necessary to conduct the auction. The facilities must be in compliance with the Americans with Disabilities Act (ADA) Title III covering public accommodations and commercial facilities. The facilities must have adequate restroom facilities for the public.

B. Location. The auction must be conducted in the City of Phoenix or at a location that is no more than ten (10) street or highway miles from the geographic boundaries of the City of Phoenix.

C. Property Viewing. Contractor shall provide all bidders an opportunity to inspect the property for a two (2) hour period prior to the start of each auction. The interior of all motor vehicles must be made accessible to the bidders during this time period. Contractor will turn the ignition and start the motor of an operable vehicle, if requested by bidders during the property viewing period.

D. Security. Contractor shall provide adequate crowd control and security at the auction.

E. Transportation. Contractor shall transport all property to and as necessary, from the auction site.

F. Costs. All costs incurred in the preparing and performing in-person auctions shall be included in Contractor's auction split and shall not be charged to the City separately from this amount.

16.10. BIDDER ASSISTANCE:

Contractor shall provide a phone number at its web site that is answered by a person who can provide complete information as to the operation of the auction and bidder qualifications. Calls to this phone number shall be answered by such persons Monday through Friday, from 8:00 a.m. to 5:00 p.m.

16.11. ADVERTISING:

Contractor is responsible for advertising auctions in a manner that will maximize auction attendance and revenue. At a minimum, auctions must be advertised no less than two (2) and no more than four (4) weeks prior to the auction. The advertisement shall list the date, time and location of the auction, the general nature of the items to be auctioned, and the Contractor web site address. The web site shall contain all of the information necessary to participate as a bidder. Contractor shall advertise property to be auctioned for a period of time not more than thirty (30) calendar days after the Contractor obtains title to the property.

17. CONTRACT VIOLATIONS:

17.1. Contractor shall comply with all requirements contained in this Contract. However, in order to provide for a more efficient administration of this contract, certain contract violations may be permitted to accumulate to a fixed number before action will be taken by the City to terminate the Contract for default.

17.2. Unless otherwise provided in this Contract, Contractor may accumulate up to 200 violations per year prorated to the nearest whole month per zone. For example, if the agreement commenced on January 19, the number of violations permitted for that calendar year would be 192 (200 x 11/12). If the Contractor should have more than one (1) zone under contract with the City, the calculation of violations will be made on a zone by zone basis. For example, if a Contractor has two (2) zones under contract and incurs 200 violations in one (1) zone for a complete contract calendar year, and has no violations in the other zone, only the zone with violations is subject to termination.

17.3. The City shall notify Contractor in writing of a violation. Contractor shall have ten (10) days from the date of mailing to respond in writing. The City's notice shall include a brief narrative apprising the Contractor of the time, place, and nature of the violation and shall set forth those facts in the possession of the City substantiating the violation. The Contractor's mailed response will be considered timely if post-marked within this ten (10) day period. Failure of Contractor to respond within this time period will be deemed an admission that the violation occurred. Any response received will be evaluated by the Police Contract Monitoring Representative and the violation upheld or reversed in his or her sole discretion.

17.4. The parties agree that the harm caused to the City by the breach of the above-referenced contract terms is incapable or very difficult of accurate estimation. The parties further agree that the amount of liquidated damages fixed in this Contract is a reasonable estimate of just compensation for the harm caused to the City by the breach. The City may collect from Contractor $75 as liquidated damages for each violation upheld. All sums payable by Contractor under this section shall be due and payable within thirty (30) days after a written decision upholding the violation has been mailed. All sums unpaid after such thirty (30) day period shall accrue interest at the rate of ten percent (10%) per annum. If unpaid sums under this article, including accrued interest, exceed $300, the Contract may be terminated for default.

18. FAILURE TO RESPOND:

18.1. The officer in charge of the scene, or other responsible City employee if the tow does not involve an on-scene officer, may declare Contractor nonresponsive and call any other tow service with which the City has a contract, or any other tow service if no contract tower is available, if:

A. Contractor has not arrived at the requested location within twenty (20) minutes after the required response time.

B. Contractor notifies the City that the required response time will not be met.

18.2. In the event that a substitute tow service is called pursuant to this section, the citizen will be charged the contract rate for the zone in which the tow was initiated. Contractor shall pay the substitute tow company, citizen, or City, as applicable, the difference between the Contractor's tow and storage fees and those of the substitute tow company within ten (10) days after invoice.

19. REPORTING:

19.1. TOW TICKETS AND STORAGE REPORT AVAILABILITY:

Contractor shall make available to the Phoenix Police Department Code Enforcement Unit, for viewing in electronic format, each tow ticket and/or vehicle storage report signed by a Police Department employee within twelve (12) hours after the tow has been completed.

19.2. ALL VEHICLES TOWED REPORT:

Contractor shall provide an electronic report of the vehicles towed during the previous twenty-four 24-hour period. The report will be due no later than 8:00 a.m. the next business day. The twenty-four hour period will be from midnight to 11:59 p.m. The report must include the following information:

A. Contractor Stock Number

B. Date and Time Tow Requested by the Phoenix Police Department

C. Date and Time of Tow Truck Arrival on Scene

D. Vehicle Year, Make and Model or Property Year, Make and Model (as available)

E. Vehicle Identification Number (VIN) or Serial Number (as available)

F. Precinct number

G. Type of Tow Performed, e.g., A.R.S. § 28-3511, P.C.C. § 23-55, abandoned, city property, evidence, stolen vehicle, P.C.C. § 36, collision, seizure, boot and tow, or other reason). All reports will be emailed to the Department Contact Person.

19.3. RELEASED VEHICLES REPORT:

For all vehicles released, the Contractor shall submit a daily electronic report to the Police Department Code Enforcement Unit with the following information:

A. Contractor Stock Number

B. Vehicle Year, Make and Model or Property Year, Make and Model (as available)

C. Vehicle Identification Number (VIN) or Serial Number (as available)

D. Precinct number

E. Impound Date

F. Release Date

G. Person property was released to

H. Amount paid for tow

I. Amount paid for storage, including number of days in storage

J. Amount paid for all other charges, identified by individual charge

For purposes of this subsection, a day shall run from midnight to 11:59 p.m. and the report shall be due no later than 5:00 p.m. on the following business day. All reports will be emailed to the Department Contact Person.

Contractor shall provide an electronic report of all vehicles required to be inspected pursuant to A.R.S. § 28-4834 and A.R.S. § 28-4838 in order to apply for an abandoned title application and submittal of the MVD Abandoned Vehicle Report. Contractor will submit the reports to the Department Contact Person later than 6:00 a.m. each weekday. Phoenix Police Department personnel will perform the inspections and provide the completed MVD Abandoned Vehicle Report to the Contractor.

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PROPOSAL CHECKLIST:
Check off each of the following as the necessary action is completed.

- ☑ 1. All forms have been signed. All of Section V, Submittals, are included.
- ☑ 2. The prices offered have been reviewed.
- ☑ 3. The price extensions and totals have been checked.
- ☑ 4. Any required drawings or descriptive literature have been included.
- ☑ 5. The delivery information block has been completed.
- ☑ 6. If required, the amount of the bid surety has been checked and the surety has been included.
- ☑ 7. Review the insurance requirements, if any, to assure you are in compliance.
- ☑ 8. The specified number of copies of your offer has been included.
- ☑ 9. Any addenda have been signed and are included.
- ☑ 10. The mailing envelope has been marked in accordance with the Solicitation Instructions.
- ☑ 11. The response will be mailed in time to be received no later than the Due Date and Time
- ☑ 12. Any exceptions and/or request for consideration of alternate terms have been clearly marked.

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SUBMITTAL 1 - OFFER AND ACCEPTANCE:

OFFER TO THE CITY OF PHOENIX

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this solicitation and any written exceptions in the offer.

Arizona Sales Tax No.	**20093464-X**
Use Tax No. for Out-of State Suppliers	**N/A**
City of Phoenix Sales Tax No.	**05009717**
Taxpayer's Federal Identification No.	**75-3078549**

Offeror certifies that it has read, understands, and will fully and faithfully comply with this Invitation for Bid, 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

Authorized Signature — Date: 9-14-12

Ronald McClure, Owner
Printed Name and Title

Company Name	**DV Towing, LLC**
Address	**23881 N. 7th Avenue**
City, State and Zip Code	**Phoenix, Arizona 85085**
Telephone Number	**623-516-8700**
Company's Fax Number	**623-582-0784**
Company's Toll Free #	**800-595-1020**
Email Address	**DVTowing@AOL.com**

Indicate on a separate sheet, if Purchase Order or Remit to addresses is different from above.

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the Solicitation Instructions and Conditions of Purchase.

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ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached Contract and based upon this solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This Contract shall henceforth be referred to as Contract No. P-9709-16. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation

David Cavazos, City Manager

City Clerk ACTING

James Scarboro, Deputy Finance Director

Approved as to form this 14 day of September, 2006

Awarded this 19th **day of** December**, 2012.**

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

CITY CLERK DEPT.
2012 DEC 21 PM 2:51

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SUBMITTAL 2 - SOLICITATION ADDENDA:

In accordance with the Solicitation Instructions, Solicitation Addenda, Offerors shall include signed copies of any/all Solicitation Addenda, attached immediately to this Submittal form.

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SUBMITTAL 3 – PRICES AND PRICING:

In accordance with the Solicitation Instructions, Prices and Pricing, Offerors include completed Prices and Pricing Submittal forms for each Zone the Offeror is responding to. Annual quantities below are estimates only. One value below is established via statute and is marked differently from the other items. Offerors shall not propose a price for this statutorily prescribed item.

PAYMENT TERMS:

For any/all Zones they are responding to, Offerors shall proposes a prompt payment discount of 5 % 30 days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid. These payment terms apply to all line items offered. Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

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	Line Items	Unit	Unit Price	Annual QTY (est.)	Extended Price
LINE ITEM NO. 1 - ZONE A BLACK MOUNTAIN AND CACTUS PARK PRECINCTS					
A.	**Level 1 Tow - Less than 10,000 lbs.** No Special Circumstances, Price per tow	TOW	$ 0.00	5923	No Charge
B.	**Level 2 Tow - Less than 10,000 lbs.** Including Special Circumstances, Price per tow	TOW	$ 0.00	592	No Charge
C.	**Level 3 Tow - 10,000 to 25,999 lbs.** No Special Circumstances, Price per tow	TOW	$ 40.00	20	$ 800.00
D.	**Level 4 Tow - 10,000 to 25,999 lbs.** Including Special Circumstances, Price per tow	TOW	$ 90.00	10	$ 900.00
E.	**Level 5 Tow - 26,000 lbs. or More** No Special Circumstances, Price per tow	TOW	$180.00	10	$ 1800.00
F.	**Level 6 Tow - 26,000 lbs. or More** Including Special Circumstances, Price per tow	TOW	$300.00	4	$ 1200.00
G.	**Level 7 Tow - Mobile Home** Price per tow	TOW	$ 0.00	3	No charge
H.	**Level 8 Tow - Abandoned vehicles** Price per tow	TOW	$ 0.00	225	No charge
I.	**Storage Rate for Non-30-day Tows** Price per day	DAY	$ 24.00	2500	$60000.00
J.	**Storage Rate for 30-day Tows** A.R.S. § 28-3511 and P.C.C. § 23-55, Price per day	DAY	**$ 15.00**	N/A	**N/A**
K.	**After Hours Gate Charge** Price per each occurrence	EACH	$ 20.00	100	$ 2000.00
L.	**Hourly Standby Charge** Price per hour	HOUR	$ 0.00	100	No Charge
M.	**Hourly Supervisor Charge** Price per hour	HOUR	$ 0.00	100	No Charge
N.	**Refrigeration Unit Tow** Price per hour	HOUR	$ 23.00	100	$ 2300.00
O.	**Outside City Limit** Rate per mile	MILE	$ 7.00	100	$ 700.00
P.	**Dry Run** Fee per each occurrence	EACH	$ 0.00	100	No Charge
			Zone A - Total Annual Price		$ 69700.00

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	Line Items	Unit	Unit Price	Annual QTY (est.)	Extended Price
LINE ITEM NO. 2 - ZONE B DESERT HORIZON AND MOUNTAIN VIEW PRECINCTS					
A.	**Level 1 Tow - Less than 10,000 lbs.** No Special Circumstances, Price per tow	TOW	$ 0.00	6406	$ 0.00
B.	**Level 2 Tow - Less than 10,000 lbs.** Including Special Circumstances, Price per tow	TOW	$ 0.00	641	$ 0.00
C.	**Level 3 Tow - 10,000 to 25,999 lbs.** No Special Circumstances, Price per tow	TOW	$ 0.00	20	$ 0.00
D.	**Level 4 Tow - 10,000 to 25,999 lbs.** Including Special Circumstances, Price per tow	TOW	$ 0.00	10	$ 0.00
E.	**Level 5 Tow - 26,000 lbs. or More** No Special Circumstances, Price per tow	TOW	$ 0.00	10	$ 0.00
F.	**Level 6 Tow - 26,000 lbs. or More** Including Special Circumstances, Price per tow	TOW	$ 0.00	4	$ 0.00
G.	**Level 7 Tow - Mobile Home** Price per tow	TOW	$ 0.00	3	$ 0.00
H.	**Level 8 Tow - Abandoned vehicles** Price per tow	TOW	$ 0.00	225	$ 0.00
I.	**Storage Rate for Non-30-day Tows** Price per day	DAY	$ 0.00	2500	$ 0.00
J.	**Storage Rate for 30-day Tows** A.R.S. § 28-3511 and P.C.C. § 23-55, Price per day	DAY	**$ 15.00**	N/A	**N/A**
K.	**After Hours Gate Charge** Price per each occurrence	EACH	$ 0.00	100	$ 0.00
L.	**Hourly Standby Charge** Price per hour	HOUR	$ 0.00	100	$ 0.00
M.	**Hourly Supervisor Charge** Price per hour	HOUR	$ 0.00	100	$ 0.00
N.	**Refrigeration Unit Tow** Price per hour	HOUR	$ 0.00	100	$ 0.00
O.	**Outside City Limit** Rate per mile	MILE	$ 0.00	100	$ 0.00
P.	**Dry Run** Fee per each occurrence	EACH	$ 0.00	100	$ 0.00
			Zone B - Total Annual Price		No Bid

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	Line Items	Unit	Unit Price	Annual QTY (est.)	Extended Price
LINE ITEM NO. 3 - ZONE C ESTRELLA MOUNTAIN AND MARYVALE PRECINCTS					
A.	**Level 1 Tow - Less than 10,000 lbs.** No Special Circumstances, Price per tow	TOW	$ 0.00	6495	$ 0.00
B.	**Level 2 Tow - Less than 10,000 lbs.** Including Special Circumstances, Price per tow	TOW	$ 0.00	650	$ 0.00
C.	**Level 3 Tow - 10,000 to 25,999 lbs.** No Special Circumstances, Price per tow	TOW	$ 0.00	20	$ 0.00
D.	**Level 4 Tow - 10,000 to 25,999 lbs.** Including Special Circumstances, Price per tow	TOW	$ 0.00	10	$ 0.00
E.	**Level 5 Tow - 26,000 lbs. or More** No Special Circumstances, Price per tow	TOW	$ 0.00	10	$ 0.00
F.	**Level 6 Tow - 26,000 lbs. or More** Including Special Circumstances, Price per tow	TOW	$ 0.00	4	$ 0.00
G.	**Level 7 Tow - Mobile Home** Price per tow	TOW	$ 0.00	3	$ 0.00
H.	**Level 8 Tow - Abandoned vehicles** Price per tow	TOW	$ 0.00	225	$ 0.00
I.	**Storage Rate for Non-30-day Tows** Price per day	DAY	$ 0.00	2500	$ 0.00
J.	**Storage Rate for 30-day Tows** A.R.S. § 28-3511 and P.C.C. § 23-55, Price per day	DAY	**$ 15.00**	N/A	**N/A**
K.	**After Hours Gate Charge** Price per each occurrence	EACH	$ 0.00	100	$ 0.00
L.	**Hourly Standby Charge** Price per hour	HOUR	$ 0.00	100	$ 0.00
M.	**Hourly Supervisor Charge** Price per hour	HOUR	$ 0.00	100	$ 0.00
N.	**Refrigeration Unit Tow** Price per hour	HOUR	$ 0.00	100	$ 0.00
O.	**Outside City Limit** Rate per mile	MILE	$ 0.00	100	$ 0.00
P.	**Dry Run** Fee per each occurrence	EACH	$ 0.00	100	$ 0.00
			Zone C - Total Annual Price		No Bid

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	Line Items	Unit	Unit Price	Annual QTY (est.)	Extended Price
LINE ITEM NO. 4 - ZONE D SOUTH MOUNTAIN AND CENTRAL CITY PRECINCTS					
A.	**Level 1 Tow - Less than 10,000 lbs.** No Special Circumstances, Price per tow	TOW	$ 0.00	5293	$ 0.00
B.	**Level 2 Tow - Less than 10,000 lbs.** Including Special Circumstances, Price per tow	TOW	$ 0.00	529	$ 0.00
C.	**Level 3 Tow - 10,000 to 25,999 lbs.** No Special Circumstances, Price per tow	TOW	$ 0.00	20	$ 0.00
D.	**Level 4 Tow - 10,000 to 25,999 lbs.** Including Special Circumstances, Price per tow	TOW	$ 0.00	10	$ 0.00
E.	**Level 5 Tow - 26,000 lbs. or More** No Special Circumstances, Price per tow	TOW	$ 0.00	10	$ 0.00
F.	**Level 6 Tow - 26,000 lbs. or More** Including Special Circumstances, Price per tow	TOW	$ 0.00	4	$ 0.00
G.	**Level 7 Tow - Mobile Home** Price per tow	TOW	$ 0.00	3	$ 0.00
H.	**Level 8 Tow - Abandoned vehicles** Price per tow	TOW	$ 0.00	225	$ 0.00
I.	**Storage Rate for Non-30-day Tows** Price per day	DAY	$ 0.00	2500	$ 0.00
J.	**Storage Rate for 30-day Tows** A.R.S. § 28-3511 and P.C.C. § 23-55, Price per day	DAY	**$ 15.00**	N/A	**N/A**
K.	**After Hours Gate Charge** Price per each occurrence	EACH	$ 0.00	100	$ 0.00
L.	**Hourly Standby Charge** Price per hour	HOUR	$ 0.00	100	$ 0.00
M.	**Hourly Supervisor Charge** Price per hour	HOUR	$ 0.00	100	$ 0.00
N.	**Refrigeration Unit Tow** Price per hour	HOUR	$ 0.00	100	$ 0.00
O.	**Outside City Limit** Rate per mile	MILE	$ 0.00	100	$ 0.00
P.	**Dry Run** Fee per each occurrence	EACH	$ 0.00	100	$ 0.00
			Zone D - Total Annual Price		No Bid

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SUBMITTAL 4 – CONFORMANCE WITH SCOPE OF WORK AND METHOD OF APPROACH

SOW SECTION:

3. SCOPE

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

In addition to meeting all requirements, DV Towing will provide vehicles for bomb squad training and demonstrations, school awareness programs and training courses for the Phoenix Police Department at no charge.

Our company employees, and those of our subcontractor, are trained in law enforcement work only and sign contracts to ensure their performance is professional, on time, and per the contract scope and agree to random drug testing. All operators must go through a two week auto accident training period covering rollovers, loading and retrieving cars from fences, canals or other waterways without damaging other property.

All trucks carry ice water for customers or officers and included in our fleet are quad cabs to accommodate multiple passengers when needed. Drivers take trucks to their residences so they are readily available without the delay of retrieving a truck.

Our dispatchers are promoted drivers thereby providing them with the insight of what a driver experiences with incident procedures, unforeseen traffic delays, geographical layout, etc. In addition to communication there is an understanding which provides our customers with superior service.

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SOW SECTION:

4. ZONE BOUNDARIES

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

DV Towing is only bidding on Zone A due to our concentrated business presence and corporate headquarters located in the south end of the Black Mountain Precinct. Any boundary changes can be handled adequately from our service presence in North Phoenix.

In order to provide the utmost service to the city and its motorists, we chose to bid only one zone to prevent dilution of equipment and personnel which could negatively impact performance.

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SOW SECTION:

5. CONTRACTOR SERVICES

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

DV Towing agrees to all stipulated service requirements in this section. Our company provides live 24/7 dispatch and operators are scheduled ensuring round the clock coverage 365 days a year. No additional services are ever provided to a customer without the owner's permission in the form of a written request.

Available services, if requested, include locksmith, tire change, battery jump, minimal fuel or any other needs the customer desires or we can provide as assistance to remove their vehicle from our facility.

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SOW SECTION:

6. SOLICITATION OF BUSINESS PROHIBITED

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

Extensive training and frequent inter office communications are company procedures practiced to ensure proper release compliance to avoid complaints, claims and non-compliance. Execution of a non-solicitation agreement is part of our new hire orientation with copies maintained in employee personnel files. Our company has a zero tolerance stance on the matter.

SOW SECTION:

7. EQUIPMENT PER ZONE

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall list their equipment per Zone and describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

In addition to exceeding the minimum requirements, DV Towing owns 53' dry vans, 53' refrigerated vans, high reach forklifts, front end loader, and an emergency response unit equipped with hand tools, large container bags, ADOT approved traffic control signage, cones and flagmen signs, generator, light plants and night safety equipment for a major commercial incident. When we work an accident big or small we never have to wait for additional support equipment to be routed to the job, we own everything required to get the job done.

Mechanics are available around the clock and spare trucks and equipment are available should any unit experience mechanical problems.

Equipment - Zone A	
Number of Tow Trucks	16 Subcontractor 13 Combined 19
Medium duty Boom or Crane Tow Trucks	2 Subcontractor 2 Combined 4
Two-car Carriers	12 Subcontractor 8 Combined 20
Heavy Duty Boom or Crane Tow Truck	1 Subcontractor 2 Combined 3

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Business Name Requirement	In Compliance
DPS Tow Truck Requirement	In Compliance

Equipment - Zone B	
Number of Tow Trucks	N/A
Medium duty Boom or Crane Tow Trucks	N/A
Two-car Carriers	N/A
Heavy Duty Boom or Crane Tow Truck	N/A
Business Name Requirement	N/A
DPS Tow Truck Requirement	N/A

Equipment - Zone C	
Number of Tow Trucks	N/A
Medium duty Boom or Crane Tow Trucks	N/A
Two-car Carriers	N/A
Heavy Duty Boom or Crane Tow Truck	N/A
Business Name Requirement	N/A
DPS Tow Truck Requirement	N/A

Equipment - Zone D	
Number of Tow Trucks	N/A
Medium duty Boom or Crane Tow Trucks	N/A

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Two-car Carriers	N/A
Heavy Duty Boom or Crane Tow Truck	N/A
Business Name Requirement	N/A
DPS Tow Truck Requirement	N/A

SOW SECTION:

8. STORAGE FACILITIES:

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall list any/all of their storage facility location(s) and describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

The storage facility described below meets all requirements as described. In addition, our location has complete perimeter security lighting, 24 hour a day onsite security, weather protected waiting area for customers and 11 acres to ensure easier accessibility to vehicles as well as room for expansion. All of our surface area for parking and storage is either cement or crushed asphalt for dust control.

Storage Location - Zone A	
Address	23881 N. 7th Avenue, Phoenix, Arizona 85085
Size (in acres)	11
Ownership Status	[X] Own [ ] Lease [ ] Option to purchase [ ] Option to lease
Zoning Requirement	[X] A-1 [ ] A-2
Fencing Requirement	[X] Fencing is at least six (6) feet in height [ ] Fencing is not at least six (6) feet in height

Storage Location - Zone B

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Address	N/A
Size (in acres)	N/A
Ownership Status	[ ] Own [ ] Lease [ ] Option to purchase [ ] Option to lease
Zoning Requirement	[ ] A-1 [ ] A-2
Fencing Requirement	[ ] Fencing is at least six (6) feet in height [ ] Fencing is not at least six (6) feet in height

Storage Location - Zone C	
Address	N/A
Size (in acres)	N/A
Ownership Status	[ ] Own [ ] Lease [ ] Option to purchase [ ] Option to lease
Zoning Requirement	[ ] A-1 [ ] A-2
Fencing Requirement	[ ] Fencing is at least six (6) feet in height [ ] Fencing is not at least six (6) feet in height

Storage Location - Zone D	
Address	N/A
Size (in acres)	N/A
Ownership Status	[ ] Own [ ] Lease [ ] Option to purchase [ ] Option to lease
Zoning Requirement	[ ] A-1 [ ] A-2
Fencing Requirement	[ ] Fencing is at least six (6) feet in height [ ] Fencing is not at least six (6) feet in height

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SOW SECTION:

9. STORAGE

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

Due to the abundance of storage space, it will not be necessary for us to relocate vehicles impounded in Zone A. Trained lot attendants are very much aware and held accountable for their duties to maintain security and escort owners, personal representatives and insurance personnel when in our facilities. The entire property for parking and storage of Phoenix impounded vehicles is dust proof with cement or crushed asphalt, well lit at night, and maintained with 24 hour security and an alarm system. In addition, DVDs are available upon request from 24 hour recorded video surveillance.

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SOW SECTION:

10. SAFEKEEPING OF PROPERTY

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

In addition to compliance with this section, DV Towing has a locked storage area to secure all personal property. Appropriately sized items are bagged, tagged and labeled in a security sealed non transparent reinforced bag, in accordance to the response to question number 8(b) in addendum number one.

Drivers complete a double sided vehicle inventory report form which details vehicle condition and an account of personal property on all impounded vehicles.

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SOW SECTION:

11. CONTRACTOR PERSONNEL

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

DV Towing's ownership and upper management combined have eighty plus years experience in public towing and law enforcement towing and recovery. Our fleet manager and driver supervisor has been with the company since inception (10 years). All of our dispatchers and lot attendants have been with us over two years and our company has a very low ratio of employee turnover. Our operators as well as support personnel endure extensive training prior to representing our company and servicing all customers' needs. The accounting department verifies each invoice for accuracy and contract compliance. All employees are well versed and responsible for carrying out all aspects and specific details in our law enforcement contract regulations.

Both DV Towing and our subcontractor's primary focus is law enforcement towing, which affords us with the ability to stage our light duty trucks in areas that accidents are frequent. This enables us to provide superior on time service to the police department.

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SOW SECTION:

12. RESPONSE TO SERVICE REQUESTS

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

Late response times extend incident duration time and magnify the risk of secondary accidents. During peak traffic hours, our company stages trucks and operators geographically to service areas of high traffic concentration. Our drivers and dispatchers communicate with alternate routes to avoid or minimize response delays. When weather is a factor, our dispatchers and GPS system monitor street conditions and form a secondary plan for road closures. In addition, back up drivers and off duty drivers are activated to be available when weather conditions increase call count.

To ensure no interruptions in services, our company utilizes multiple forms of communication, an abundant supply of equipment and diverse personnel. With a battery back-up system for all central dispatch telephones coupled with push to talk radios, cell phones and GPS messaging directly to trucks, there is no breakdown in call transmission. Our vast inventory of equipment and cross trained employees fill any gaps created by an increase in demand for services.

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SOW SECTION:

13. IMPOUNDED PROPERTY AND RELEASE

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

All lot personnel receive extensive training and understand the necessary paperwork to conform with all company held law enforcement contracts. Computer release program denotes it, invoice is marked, and a 3"x3" yellow sticker is affixed to all vehicles impounded under 28-3511 to ensure they are not released without obtaining the proper release documents.

Internal audits are performed on each invoice to ensure contract compliance, pricing accuracy, and proper release procedures were followed with correct identifications and documentation.

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SOW SECTION:

14. SERVICE RECORDS

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

DV Towing has customized computer software which has met the requirements of all current law enforcement contracts. Specific call detail reporting is available with all parameter requirements. Our state of the art program provides us with total control over our drivers and tow process. Some of the features included are:

Automated time stamp of operator and driver input during tow process

One-way tow SMS text messaging to drivers with 2-way single button driver acknowledgement

All sectors of the call are date and time stamped (call received, call dispatched, on-site, call cleared, etc.)

Alert to dispatcher for driver delays

Minimal typing or data entry-drop-down menus providing fast tow ticket entry

Red flags to note errors preventing further input without correction

Automatically applies daily storage fees according to vehicle type and contracted fee structure

Automatically enters MVR data into correct entry fields

Automatically enters registered owners and lien holders into the database

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SOW SECTION:

15. BILLING AND PAYMENTS

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

Prices are as previously noted. Our company accepts all forms of payments with the exclusion of personal checks. DV Towing also extends a 5% discount on any billings to the City of Phoenix when payment is received within 30 days of invoice date as indicated on page 57.

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SOW SECTION:

16. DISPOSITION OF UNCLAIMED VEHICLES AND PROPERTY

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

SALES PROCEEDS:

In accordance with the Statement of Work, Disposition of Unclaimed Vehicles and Property, Offerors shall state the percentage of the gross auction sales proceeds, disposal sales proceeds or other form of sales proceeds that will be paid to the City, in this Submittal form.

	Item	Unit	Percent of Sales Split
A.	**Auction Sales Split** Percentage auction sales proceeds to be shared with City of Phoenix	PERCENT	27.00 %
B.	**Disposal Sales Split** Percentage of disposal sales proceeds to be shared with City of Phoenix	PERCENT	27.00 %
C.	**Other Sales Split** Percentage of any other form of sales proceeds to be shared with City of Phoenix storage revenue collected on 3511 impounds only	PERCENT	5.00 %

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

With our principals having over 15 years in auction experience, DV Towing executes the necessary procedures to obtain maximum auction proceeds. Our marketing team ensures the public is aware of auctions through website

combined with internet and media advertising. To capture a wider customer base, we offer online bidding as well as bilingual services. Our average auction engages 200 to 250 bidders competing on 250 to 300 vehicles. In an effort to achieve the highest sale price, vehicles are detailed, engines steam cleaned, keys made, batteries charged, and minor repairs are made as needed. Personal property items are compiled, shrink wrapped on pallets and sold as lots for optimal revenue. Off duty Phoenix Police Officers are hired to provide security for our staff and patrons. Our auctions are performed under the business, Five Star Auto Auction,

In addition to auction proceeds, DV Towing, LLC offers the City of Phoenix an added value in providing free cars, towing included, for any bomb demonstration, school awareness programs, or similar event that the city may be putting on.

SOW SECTION:

17. CONTRACT VIOLATIONS

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

As detailed throughout our explanations, our entire staff is trained, experienced and accountable. With all phases of our responsibilities taken into consideration, management has looked into all possible scenarios and enforced policies and procedures to insure contract compliance. In our quest for perfection, all issues are evaluated and learned from with preventative measures put into place to discourage any reoccurrence. Any employee that is involved in a serious violation is subject to termination, in accordance with our zero tolerance policy.

Our methods are proven effective with our file at the City of Glendale reflecting zero complaints for the eight years with have been the exclusive provider for the city's police and municipal towing.

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SOW SECTION:

18. FAILURE TO RESPOND

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

Being the exclusive towing vendor for the City of Glendale on all police and municipal fleet calls for the past eight years, our company is accustomed to the demands and pressures of being the only option. Every call is answered and every tow or related service is performed. Our entire staff are proven seasoned veterans of our industry. Numerous contract extensions have been awarded as a result of our exceptional service.

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SOW SECTION:

19. REPORTING

CONFORMANCE WITH REQUIREMENTS:

Offeror shall read the referenced section of the Scope of Work and respond with their acceptance of the requirements set forth therein (check to one or the other response below but not both). Should the Offeror take any exception(s) to the requirements within this section, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts [ ] Accepts with the following Exception(s)

Exception	Justification	Alternative Language
None		

METHOD OF APPROACH:

Offerors shall describe their method of approach to providing the services required within this section, including any additional services, higher performance standards, quality measures or other service in excess of the City's requirements.

As previously noted, our customized software will meet or exceed all reporting requirements. Our system is fully automated compiling, printing, mailing or electronic filing of all reports sorted by any field encompassing any date range.

SUBMITTAL 5 - CAPACITY, EXPERIENCE AND PAST PERFORMANCE:

CORPORATE OVERVIEW:

In accordance with the Solicitation Instructions, Offerors shall describe their corporate history, experience and expertise in providing the same or similar services as required in the Solicitation, to the same or similar customers as the City of Phoenix. More recent experience is preferable.

DV Towing, LLC was founded August 2002, by Ron McClure and Nathan Larkin to focus on the law enforcement towing needs of the State, County and Local law enforcement agencies. Shortly thereafter, the demand for additional light, medium and heavy towing initiated the need for a competent subcontractor who operated under the same policies and principles coupled with extensive law enforcement experience.

Mr. McClure, who previously and successfully held exclusive Phoenix police towing contracts for nearly 13 years, along with City of Mesa Police, Arizona Department of Public Safety, Maricopa County Sheriffs Office, City of Glendale and other municipalities throughout his forty plus years of law enforcement towing, entered into an agreement with Unique Heavy Recovery as a subcontractor.

The relationship was so successful in all phases of operation, that both companies consolidated facilities, cross trained dispatchers, driver trainers, tow truck operators and impound lot personnel. This has turned into a very effective eight year working relationship. The availability of both companies' equipment and personnel allows us to offer maximum coverage during peak hours by staging equipment in strategic locations. All vehicles are equipped with GPS systems and operators have radio and cell communications.

The principals and management of both companies are active participants in U.S. D.O.T. Federal Highway Administration Traffic Incident Management workshops and seminars. They are also certified traffic incident management instructors and co-chair persons for the Arizona Department of Public Safety Highway Patrol contracted towing vendor network. Both companies are very experienced to any traffic incidents from light duty to major commercial accidents. The combined staffs of DV Towing, LLC and subcontractor, Unique Heavy Recovery, are equally qualified and experienced to serve the City of Phoenix Police Zone towing and recovery services.

FINANCIAL STABILITY:

In accordance with the Solicitation Instructions, Offerors shall provide information to verify their financial condition and ability to maintain stable financial operations through the aggregate term of any resulting contract. Offerors shall provide a copy of their financial statements from the last three (3) years. Independently audited financial statements are preferable.

Principal of DV Towing LLC has substantial bank account plus credit lines. Personal financial statements will be available to the city upon request. Enclosed with our proposal are letters from our banks as well as the requested three year financial statements. Also included are two past year financial statements for Five Star Auto Auction. Please consider Five Star's in conjunction with DV Towing's financial statement as the proceeds from sales of DV Towing's abandoned vehicles are the source of Five Star Auto Auction's revenue.

CUSTOMER REFERENCES AND PAST PERFORMANCE:

In accordance with the Solicitation Instructions, Offerors shall describe their corporate organization and how this organization will promote the effective and uninterrupted operations of any resulting contract. Offerors shall include an organizational chart showing their corporate structure, describing areas of responsibilities and

organizational depth. Offerors shall describe any quality assurance programs, training programs, retention efforts or other approaches used to maintain the quality of their services.

Our organizational chart is included. Please see detailed response under Organization and Management Section.

In addition to the following references, DV Towing, LLC has been a BBB accredited business in good standing since 2006.

Customer Reference No. 1	
Customer Name	Arizona Department of Public Safety
Type of organization e.g., Business, Gov, etc.	Government
Services provided	Light, Medium and Heavy Duty Towing Contractor
Time period when services were provided	2004 to Present
Area or Location where services were provided	Greater Phoenix and surrounding districts
Contact Person	Mike Harrigan
Telephone Number	602-223-2504
E-mail Address	MHarrigan@AZDPS.gov

Customer Reference No. 2	
Customer Name	Glendale Police Department
Type of organization e.g., Business, Gov, etc.	Government
Services provided	Current Exclusive Police Towing Contractor
Time period when services were provided	2005 to Present
Area or Location where services were provided	Glendale, Arizona
Contact Person	Angelita Hoyos (Tow Administrator)

Telephone Number	623-930-3416
E-mail Address	AHoyos@GlendaleAZ.com

Customer Reference No. 3	
Customer Name	Maricopa County Sheriff's Office
Type of organization e.g., Business, Gov, etc.	Government
Services provided	Light, Medium and Heavy Duty Towing Contractor
Time period when services were provided	2004 to Present
Area or Location where services were provided	Maricopa County, Arizona
Contact Person	Deputy S.G. Ragan
Telephone Number	602-876-1742
E-mail Address	s_ragan@mcso.maricopa.gov

Customer Reference No. 4	
Customer Name	Arizona Department of Transportation
Type of organization e.g., Business, Gov, etc.	Government
Services provided	Towing, Recovery and Cleanup
Time period when services were provided	2004 to Present
Area or Location where services were provided	Greater Phoenix and surrounding districts
Contact Person	Kenneth W. Morris
Telephone Number	602-712-6720 (Office) 602-290-6107 (Cell)

E-mail Address	KMorris@AZDOT.gov

Customer Reference No. 5	
Customer Name	City of Glendale
Type of organization e.g., Business, Gov, etc.	Government
Services provided	Special Events Towing/Staging
Time period when services were provided	2004 to Present
Area or Location where services were provided	Greater Phoenix
Contact Person	Tim Reardon
Telephone Number	623-764-8120
E-mail Address	TReardon@GlendaleAZ.com

ORGANIZATION AND MANAGEMENT:

In accordance with the Solicitation Instructions, Offerors shall describe their corporate organization and how this organization will promote the effective and uninterrupted operations of any resulting contract. Offerors shall include an organizational chart showing their corporate structure, describing areas of responsibilities and organizational depth. Offerors shall describe any quality assurance programs, training programs, retention efforts or other approaches to maintain the quality of their services.

DV Towing's upper and middle management demonstrate a hands on approach. Four decades of upper management coupled with training of mid level supervisors from the general manager. Layers of experience are filtered down to all administration staff members, dispatchers, and facility personnel.

DV Towing's low employee turnover ratio is just a part of our team concept. A concentrated effort towards compensation, company benefits, family activities and other needs enables the company to maintain stability, experience and continued high levels of performance.

Mr. Ron McClure, previous holder of numerous exclusive City of Phoenix and City of Mesa Police contracts, Glendale Police Department, Maricopa County Sheriff's Office, and Department of Public Safety Metro area, oversees the daily administrative department, the company's auction activities and customer relations.

Mr. Randy Shipley, General Manager, oversees dispatch, operator scheduling, and facilities operations with the assistance of the Fleet/Driver Manager and Comptroller. As a team, they coordinate fleet issues, driver training, operational matters, accounting issues and contract compliance.

Nathan Larkin is Fleet/Driver Manager and oversees driver training in coordination with the General Manager. Mr. Larkin handles fleet acquisitions, liquidations, and many times is called upon to manage a major commercial incident for the Department of Public Safety. Mr. Larkins's overall experience in all phases of the towing industry dates back sixteen years.

Elaine Hall has held the position of the company Comptroller for nine years. Ms. Hall oversees daily accounting, billing, tow ticket auditing, human resources, and the entire title and liquidation preparation process. Elaine also prepares all company bids in conjunction with all management team members.

DV Towing's General Manager and other supervisory personnel are experienced in all phases of light, medium and heavy duty towing and recovery. These supervisory personnel have attended multiple federal highway administration workshops and actively participate in Department of Public Safety contractor seminars.

All operators receive safety updates and company memos via payroll system coupled with quarterly safety meetings at all company locations.

All company mechanics have multiple certifications for heavy line mechanical experience and continue to attend advanced training workshops put on by qualified suppliers.

DV Towing is an equal opportunity employer and participates in the e-verify program.

KEY PERSONNEL:

In accordance with the Solicitation Instructions, Offerors shall list the key personnel that will be committed to any resulting contract(s), along with their individual responsibilities. For each of their key personnel, Offerors shall describe their individual experience, education, licenses or certifications, and other qualifications. Offerors shall clearly indicate which Zone or combinations of Zones that such personnel will be committed to serving. Offerors may add additional response tables as necessary.

Key Personnel – 1	
Name	Ronald McClure
Title	Member/Owner
Contract Roles and Responsibilities	Administrative Duties
Zone(s) Covered	Zone A
Years with Company	10
Years of applicable experience	42
Education / Licenses / Certifications / Qualifications	42 years of successful ownership of law enforcement towing companies

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Key Personnel – 2	
Name	Randy Shipley
Title	General Manager
Contract Roles and Responsibilities	Oversee all operations
Zone(s) Covered	Zone A
Years with Company	4
Years of applicable experience	7
Education / Licenses / Certifications / Qualifications	U.S. DOT Federal Highway Administration Traffic Incident Management Workshops and Seminars/Certified Traffic Incident Management Instructor

Key Personnel – 3	
Name	Nathan Larkin
Title	Fleet Manager/Driver Supervisor
Contract Roles and Responsibilities	Preventative maintenance and repair on entire truck and equipment inventory to meet or exceed Department of Public Safety Tow Truck Requirements. Oversee and instruct drivers on duties and responsibilities.
Zone(s) Covered	Zone A
Years with Company	10
Years of applicable experience	16
Education / Licenses / Certifications / Qualifications	East Valley School of Technology, Air Brace/AC Certified, Forklift Certification

Key Personnel – 4	
Name	Elaine Hall
Title	Comptroller

Contract Roles and Responsibilities	Accounting/Contract Compliance
Zone(s) Covered	Zone A
Years with Company	9
Years of applicable experience	27
Education / Licenses / Certifications / Qualifications	Phoenix Community College

SUBCONTRACTORS:

In accordance with the Special Terms and Conditions, Offerors shall list all subcontractors that they intend to use under any resulting contract. Offerors shall describe what each subcontractor will do in support of the contract, and each subcontractor's experience and expertise in providing such services. Offerors will describe how they will manage all subcontractors to be used under any resulting contract and that all Subcontracts to be used in support the services provided under this Contract, incorporate by reference the terms and conditions of this Contract. Offerors may add additional response tables as necessary.

Subcontractor – 1	
Name	JST Enterprises, LLC dba: Unique Heavy Recovery
Contract Roles and Responsibilities	Supply back-up support to primary contractor, DV Towing
Zone(s) Covered	Zone A
Years of applicable experience	41
Licenses / Certifications / Qualifications	Licensed to do business in Phoenix and multiple other Arizona cities. Largest DPS and MCSO contractor in the State

Unique Heavy Recovery was acquired by its current owners in 2002. Like its name indicates, Unique specializes in heavy commercial and law enforcement towing and recovery. Soon thereafter, the company expanded into full service, light, medium, heavy towing and trailer hauling services to provide a wider variety of services for the highway patrol and other municipalities. Unique, along with its subcontractor agreement with DV Towing, is the largest provider of towing and recovery services in Arizona for the Department of Public Safety Highway Patrol Division and the Maricopa County Sheriffs Office.

Tim Dietz, managing partner in charge of all operations, has spent over forty years in the law enforcement sector of towing and recovery. Tim has instructed safety and performance seminars and workshops locally and statewide throughout his career. He has co-chaired highway patrol vendor workshops and most recently will become involved as an instructor for Arizona in the National Traffic Incident Management Responder "Train-The-Trainer" pilot program.

Unique, due to its vast fleet of recovery units and support equipment and experienced recovery team, has been called upon numerous times to handle major commercial incidents with multiple issues that could cause hours of continuous traffic nightmares in the greater Phoenix area.

The combined knowledge, experience, skills and performance Unique Heavy Recovery and DV Towing offer is a very credible asset for the City of Phoenix to consider.

Subcontractor – 2	
Name	None
Contract Roles and Responsibilities	
Zone(s) Covered	
Years of applicable experience	
Licenses / Certifications / Qualifications	

Subcontractor – 3	
Name	None
Contract Roles and Responsibilities	
Zone(s) Covered	
Years of applicable experience	
Licenses / Certifications / Qualifications	

FINANCIAL STABILITY:

In accordance with the Solicitation Instructions, Offerors shall describe their financial condition and ability to maintain stable financial operations through the aggregate term of any resulting contract. Offerors shall provide a copy of their financial statements from the last three (3) years. Independently audited financial statements are preferable.

Enclosed are the last three (3) years financial statements for DV Towing, LLC as well as letters from our financial institutions. Also as explained on pages 77 and 80, we are including Five Star Auto Auction financial statements for 2010 and 2011.

As noted, we have excellent banking relationships with accessible lines of credit to fund any expansion needs. Our current fleet of trucks and equipment is owned free and clear of any liens.

DISCLOSURE OF OWNERSHIP:

In accordance with the Solicitation Instructions, Offerors shall indicate in their Offer the name(s) of their corporate owner(s). Offerors shall also identify whether or not any such owner(s) also own any other companies, along with the full names of all such companies, that may also be submitting proposals in response to this Solicitation.

Ronald McClure, owner, with no other ownership of any company submitting a proposal to this solicitation.

STATEMENT OF ABILITY AND PAYMENT SURETY:

In accordance with the Solicitation Instructions, Offerors shall submit with their Proposal a letter from a bonding or insurance company stating that Offeror can qualify for and procure the performance and/or payment surety required in this request for proposal. Proposals received without the required statement of ability to secure a performance or payment surety may be considered as non-responsive. Offerors anticipating the submittal of a cash surety in lieu of a bond should submit a statement notifying the City.

Letter from our bonding company is included with our proposal.

LICENSES:

In accordance with the Solicitation Instructions, if required by law for the operation of the business or work related to this Proposal, Offeror must possess all valid certifications and/or licenses as required by federal, state and local laws at the time of submittal.

DV Towing is current with all federal, state and local licensing and certification requirements.

EMERGENCY TWENTY-FOUR HOUR CONTACT PERSON:

In accordance with the Special Terms and Conditions, Offerors shall provide the name(s) of their emergency contact personnel. Offerors may include additional emergency contact persons as applicable.

Primary Contact	24/7 Dispatch
Telephone Number	623-516-8700
Alternate Contact	Randy Shipley
Telephone Number	602-330-9234

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SUBMITTAL 6 - CONFORMANCE WITH TERMS AND CONDITIONS:

CONFORMANCE WITH STANDARD TERMS AND CONDITIONS:

Offeror shall read the Standard Terms and Conditions and respond with their acceptance of these terms and conditions below. Should the Offeror wish to take any exception(s) to these terms and conditions, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts with no Exceptions **[ ] Accepts with the following Exception(s)**

Exception	Justification	Alternative Language
None		

DV Towing, LLC agrees with the standard terms and conditions.

CONFORMANCE WITH SPECIAL TERMS AND CONDITIONS:

Offeror shall read the Special Terms and Conditions and respond with their acceptance of these terms and conditions below. Should the Offeror wish to take any exception(s) to these terms and conditions, Offerors shall indicate any such exceptions below, including rationale for the exception as well as any proposed alternative language.

[X] Accepts with no Exceptions **[ ] Accepts with the following Exception(s)**

Exception	Justification	Alternative Language
None		

DV Towing, LLC agrees with the special terms and conditions.

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SUBMITTAL 7 - CONFIDENTIAL INFORMATION:

In accordance with the Public Records clause in the Standard Terms and Conditions, Offerors shall list any/all contents of their Proposal they deem to be confidential, in this Submittal form or attached immediately to this form.

Financial Statements

Bank Letters

Personal Bank Statement

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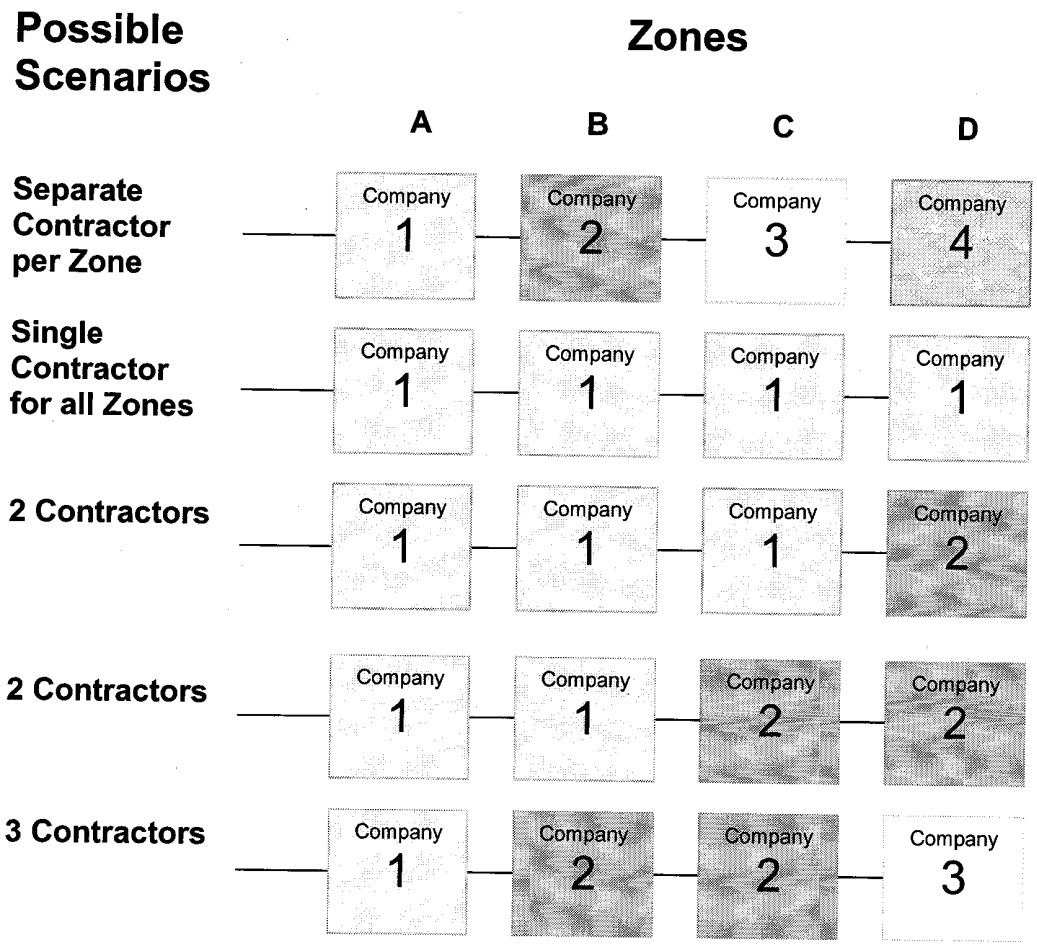
EXHIBIT A – MULTIPLE AWARD SCENARIOS



Note: **For all scenarios, regardless of the number of Contractors, there will be four (4) contracts awarded.**

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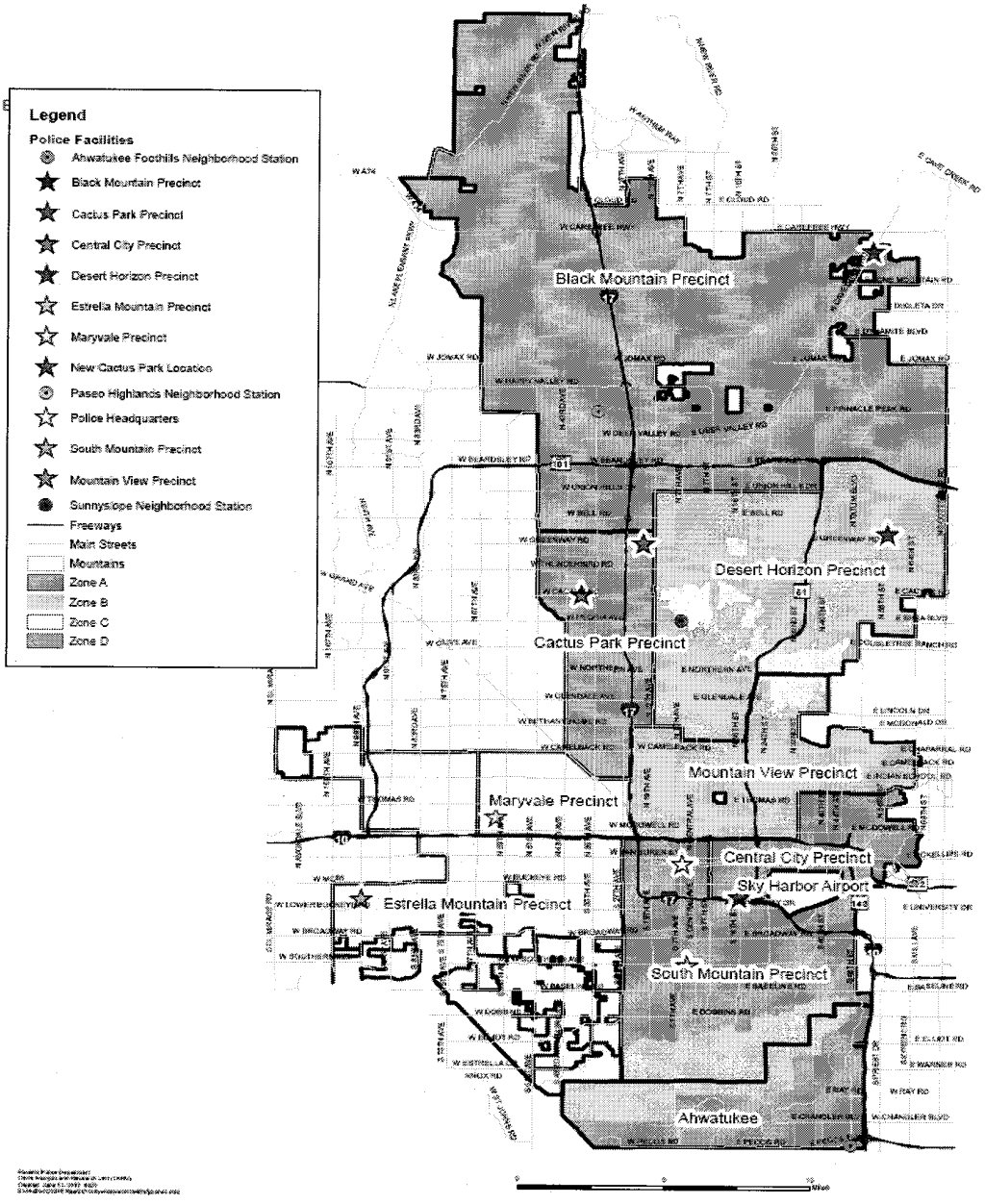
EXHIBIT B – TOWING ZONES AND PRECINCTS

Police General Services
Towing Zones for RFP 13-001



TITLE: GENERAL POLICE TOWING SERVICES - REQUIREMENTS CONTRACT

Please make the following changes to the above-referenced solicitation

Section I, Solicitation Instructions:
Item 3 Schedule of Events
Proposal due date will be **Tuesday, August 28, 2012 at 2:00 pm. MST**

Item13 Submittal 3
Offeror can include any additional units and prices for value added services to each zone they are responding to.

Item13 Submittal 4
Offeror may propose additional value added services in their Method of Approach response.

Section IV, Scope of Work:
Item 8.3
Contractor shall maintain their lot within the awarded zone or within a zone contiguous to the awarded zone. City prefers the location of the storage lot be within the awarded zone and shall more favorably rate offerors who maintain a lot within the awarded zone.

Item 10.4
If a contractor finds drugs or weapons inside a vehicle after it has been towed from the scene, the contractor shall call the Phoenix Police Department immediately so an officer can respond and impound the items. If a contractor finds personal property valued at $200 or more, collectively, inside a vehicle after it has been towed from the scene, the contractor shall call the Phoenix Police Department immediately so an officer can respond and impound the items. If a contractor finds personal property valued at less than $200, collectively, the contractor will bag, tag, and place the items in a secured lock up until claimed by the vehicle owner, owner's agent or other authorized person.

Section V, Submittal:
Financial Stability is changed and now reads:

8.2. Financial stability. Offerors shall provide information to verify their financial condition and ability to maintain stable financial operations through the aggregate term of any resulting contract. Offerors shall provide a copy of their financial statements from the last three (3) years. Independently audited financial statements are preferable.

Customer References and Past Performance is changed and now reads:

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8.3. Customer references and past performance. Offerors shall provide evidence of verifiable corporate experience in providing similar services to similar customers. Offerors shall provide a minimum of five (5) customer references, preferably from at least two (2) government or municipal clients. Services provided to such customers shall be the same or similar services as those that would be provided under any resulting contract. Customers similar to the City of Phoenix in size and complexity are preferred.

The following are questions submitted and are represented as they were submitted by the vendors (no editing was done by the buyer).

1. Q. In reference to the RFP Section V Pages 51-90. Are these the forms we must use for submitting?

Response: Yes

2. Q. Regarding the above RFP would the City entertain a proposal from a Towing Network Management company?

Response: Yes, the City will accept offers from any company and the offer will be evaluated based on the criteria, requirements, and the terms and conditions set forth in the Solicitation.

3. Q. We are seeking clarification on page 38, Section 8. STORAGE FACILITIES, 8.3 wherein it states "Contractor shall maintain property storage facilities within the contract zone(s)".

Does this mean a contractor can have a storage facility meeting all the requirements of the RFP within one zone but also service the adjoining zone as well provided the facility at least 2x the capacity requirements as noted within the RFP?

Response: Contractor shall maintain their lot within the awarded zone or within a zone contiguous to the awarded zone. City prefers the location of the storage lot be within the awarded zone and shall more favorably rate offerors who maintain a lot within the awarded zone.

4. Q. What percentage of police initiated tows in Phoenix are not picked up by vehicle owners (i.e. are not picked up and are sold at auction, scrap, salvage, etc)?

Response: The current contract does not provide for auction or disposal splits, therefore, no data is available.

5. Q. Okay. So the tower keeps 100% of auction and disposal revenue, and the City doesn't know the approximate percentage of police tows that are not every picked up by the vehicle owner?

Response: Please see response to question 4.

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6. Q. On page 35 of the RFP 13-006, there are 3,511 tows labeled unknown precinct. Do we know what these are or where they came from?

Response: In Calendar Year 2011, there were 3,511 tows of various types entered into the database without the associated precinct designators. These 3,511 tows occurred from various locations throughout the city of Phoenix.

7. **Q.** On page 49, item 19.2, could the reporting time be moved to 12 noon to allow accounting personnel to arrive at a reasonable hour to run reports from previous day?

Response: This report needs to be submitted by 8:00 a.m. to coincide with city business hours and to assist with customer inquiries.

8. Q. On page 50, item 19.3, paragraph 2 states, "Phoenix Police Dept. personnel will perform the inspections and provide the completed MVD abandoned vehicle report to the contractor". Two fold question:

a. ARS 28-872 D(1) states "a police officer will provide a form signed by the officer to the operator". Industry refers to this as a vehicle removal report. It has all information required in ARS 28-872 D(1) and also serves as the document for title application with MVD and eliminates a trip by law enforcement to formally inspect the units.

Response: Phoenix Police Department detectives perform vehicle inspections at the lots when vehicles are unclaimed after the ten day period. The detectives complete Level I Abandoned Vehicle Reports or Requests for MVD Level II Inspections and provide hard copies to the contractor(s) for the hard copy submission to ADOT. This is the method preferred by ADOT.

b. The chain of custody is broken when a Phoenix Police Officer does not perform a personal property inventory on scene. On page 39, Item 10.4, "Contractor shall not remove property or other personal effects from inside of a towed or impounded vehicle without the express permission of the vehicle or property owner or the owner's authorized agent". A vehicle in a severe accident with interior completely exposed contained a lap top, purse and/or wallet is a recipe for wrongdoing. Item 10.4 restricts the contractor from bagging, tagging and placing items of value in a secured lock up. Your restrictions in item 10.4 prevent the contractor from offering a higher level of security for items of value that could allow identity fraud, etc.

Response: If a contractor finds drugs or weapons inside a vehicle after it has been towed from the scene, the contractor shall call the Phoenix Police Department immediately so an officer can respond and impound the items. If a contractor finds personal property valued at $200 or more, collectively, inside a vehicle after it has been towed from the scene, the contractor shall call the Phoenix Police Department immediately so an officer can respond and impound the items. If a contractor finds personal property valued at less than $200, collectively, the contractor will bag, tag, and place the items in a secured lock up until claimed by the vehicle owner, owner's agent or other authorized person.

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9. Q. On page 37, item 7.1(e), a panel type box truck with lift gate which is similar to a Penske, Ryder or U-Haul moving van is not a DPS certified response vehicle. If statistics are available, how often is this application of equipment needed to clean up spilled cargo?

Response: The panel type box truck is used to transport engines, engine parts, car panels, hoods, and other items from investigation scenes that cannot be secured on a typical response vehicle. It is also used to remove large property from roadways, such as mattresses, refrigerators, etc. The estimated frequency of use for this piece of equipment is 2-3 times per month.

10. Q. If a bidder desires to offer a value added item over and above the required categories, where would be the appropriate section to insert such an item?

Response: City has considered the question and has revised the Solicitation Instructions, 13, Submittals 3 and 4.

11. Q. The current contractor has been providing service to the City for over 7 years. In this time, they have filed on and obtained title to thousands of vehicles in connection with ARS 28-4838. The current solicitation requests any offerer provide an "auction split" of the proceeds when these vehicles are ultimately disposed. Will the City be requesting the number of titles received from the current contractor on a per month basis for the entire contract period and be providing this information to the bidders. If not, why?

Response: The current contract does not provide for the reporting of obtained abandoned titles or the final disposition of abandoned vehicles, except for those impounded pursuant to A.R.S. § 28-3511 and P.C.C. § 23-55, effective December 1, 2008.

The Phoenix Police Department issued the following number of abandoned title releases on vehicle impounded pursuant to A.R.S. § 28-3511 and P.C.C. § 23-55 to the contractors for RFP 06-003 as outlined below:

Fiscal Year 2008-09: 4,255
Fiscal Year 2009-10: 5,688
Fiscal Year 2010-11: 4,329
Fiscal Year 2011-12: 2,768

12. Q. A.R.S. 28-872, D states, in part:

> D. If a police officer removes or causes the removal of a vehicle pursuant to this section, the police officer shall do both of the following when the vehicle is removed:
> 1. Provide to the tow truck operator a form that the police officer signs and that includes the following information:
> (a) The vehicle identification number.
> (b) A number identifying the law enforcement agency and the officer ordering the tow.

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(c) The year, make and model of the vehicle.
(d) The license plate number if available.
(e) The date and time the vehicle was towed.
(f) The address from which the vehicle was towed.
(g) The name, address and telephone number, if the telephone number is known, of the registered owner and the primary lien holder of the vehicle to permit the towing company to notify the registered owner or the primary lien holder.

Why is the above provision not being included in the RFP?

Response: The completion of the form by the Phoenix Police Officer ordering the tow or impoundment is a requirement of A.R.S. § 28-872D and is not in the RFP because it is a lawful mandate on the Police Department employee, not the contractor(s).

13. Q. Why is the City requiring a storage facility of at least 2.5 acres in each zone if more than one zone could be well-serviced by a more central, larger yard (example 5-10 acre yard)?

Finding a storage facility to service Zone B has proven to be very difficult. Our commercial real estate agents have been unable to locate contiguous parcels zoned A-1, A-2 with a minimum of 2 ½ acres anywhere within the zone. We have attached a letter from each confirming this type of lot is unavailable.

We performed an analysis of Zone B tows. We added 1/8th of the unknown 3511 tows performed during the 2011 calendar year and reached a total of 6841 tows for Zone B in 2011. Assuming "all" tows would go directly to the storage yard monthly and "none" would be released within the 30 day period, a contractor would need exactly 74,100 square feet of storage space to store these vehicles. This amounts to a 1.7 acres parcel needed for vehicle storage. If you consider the fact a contractor can move a stored vehicle after the fourteenth (14th) day, it's clear a 2.5 acre parcel is not needed.

We suggest two options:
1) Expand the boundary lines and keep the 2 ½ acre provision
2) Reduce the size needed for compliance.

Response: City has considered the question and has revised the Scope of Work, Section 8.3.

14. Q. Can an audit opinion from the audited financial statements be provided in lieu of the complete financial statements themselves? If financial statements are required, they should be required to be audited. Regardless, the City should view any and all financial information provided as confidential.

Response: City will not accept an audited opinion. The City is maintaining its preference for audited financial statements; however, audited financial statements are not required. As stated in the Instructions, Submittal 7, offerors that wish any portion of their proposal to remain confidential shall include such contents in Submittal 7.

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15. Q. What is the meaning of "DPS Tow Truck Requirement", as noted on pages 64-66?

Response: "DPS Tow Truck Requirement" means in compliance with Arizona Administrative Code Title 13, Chapter 3, which addresses tow truck regulations. Please see Scope of Work, Section 7.1.

16. Q. What is the meaning of "Business Name Requirement", as noted on pages 64-66?

Response: Please see Scope of Work, Section 7 – Equipment Per Zone, Item 7.2.

17. Q. Will all Scope of Work criteria (19 items) be weighted equally when evaluated? If not, will the City please provide the weighting system?

Response: City has conveyed the evaluation criteria and their weighted importance in the Solicitation. The City does not release any sub-criteria weighting.

18. Q. Will a bid of $0.00 or $0.01 for the auction split or any bid price be considered responsive?

Response: In Section 13 the City is asking for a percentage for sales splits but is not requiring any specific percentage or dollar amount.

19. Q. All things considered equal, if a contractor bid $0.00 for the auction split and has the best price/best service, how much of a point deduction will the contractor experience for the $0.00 bid, assuming other contractors bid more than $0.00 or $0.01?

Response: City has conveyed the evaluation criteria and their weighted importance in the Solicitation. The City does not release any sub-criteria weighting.

20. Q. Why is there a requirement for medium duty trucks if the same job can be handled by a lighter duty, heavy tow truck?

Response: Light-duty tow trucks with and without collision recovery capabilities have different minimum requirements than medium-duty tow trucks with and without collision recovery capabilities. The equipment requirements in the RFP are designed to meet the needs of the Police Department and citizens for a variety of situations.

21. Q. Why is there a requirement for access to a panel truck for each zone? How many times has it been used/needed historically?

Response: Please see the response to question 9.

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22. Q. A review of the RFP reveals conflicting number of tows within the zones, specifically on pages 34 & 35. Does the City have an actual count and will the City be providing this information to the contractors?

Response: The City estimated numbers of tows in the categories listed under 2.2, 2.3, 2.4, and 2.5 are based on historical data from several years. The approximate numbers of tows per precinct, listed in 2.6, are based on actual Calendar Year 2011 records.

23. Q. Will the City advertise the auction dates on their website?

Response: Please see Section 16.8 for contractor's requirement to advertise.

24. Q. Pages 56-59 contain 8 types (levels) of towing. Why is it so involved? Can't the City make this less convoluted and separate the tows into 3 categories like every other towing contract – light, medium and heavy?

Response: Due to the variety of services that could be provided under the contract, the City determined it necessary to provide a corresponding variety of line items for which to charge for these services. Offerors may submit differential pricing by line item or consistent pricing for multiple line items at their discretion.

25. Q. On Page 81 of the RFP under Customer References and Past Performance, the paragraph noted below (in italics) is the exact same paragraph under Organization and Management on page 84. Was it the City's intent to have duplicated instruction? If not, will the City provide corrected instructions?

> *"In accordance with the Solicitation Instructions, Offerors shall describe their corporate organization and how this organization will promote the effective and uninterrupted operations of any resulting contract. Offerors shall include an organizational chart showing their corporate structure, describing areas of responsibilities and organizational depth. Offerors shall describe any quality assurance programs, training programs, retention efforts or other approaches used to maintain the quality of their services."*

Response: City has considered the question and has revised Section 5 Submittal, Customer References and Past Performance.

26. Q. Section 7 Equipment Per Zone – Letter E asks for access to a 20 foot panel truck with lift gate. Can you please define what we would use this for and how do we quote the usage of this truck? Per hour or per unit that we haul?

Response: The panel type box truck is used to transport engines, engine parts, car panels, hoods, and other items from investigation scenes that cannot be secured on a typical response vehicle. It is also used to remove large property from roadways, such as mattresses, refrigerators, etc. The estimated frequency of use for this piece of equipment is 2-3 times per month.

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Prices for towing property are prescribed by weight and circumstances; please see Section 15.

27. Q. Section 15 Billing and Payments – Subsection 15.13 Storage.

Can the city please review this and we request the daily storage fee is incurred at midnight instead of at noon each day. The reason is that the storage rate on a vehicle would change when the facility is closed instead of in the middle of the day. When a customer calls for the price of their vehicle we would quote them a price for all day that day if it is picked up that day. The way you have it written the storage fee would change halfway through the day and it would be confusing for us and for the owners of the vehicles because when we quote them the price it may change that same day before they pick it up. We would recommend it be written the exact same way except that the storage rate changes at midnight....that way prequoted prices are good all day.

Response: The calculation of the daily storage fee will remain as prescribed in the Solicitation, Section IV, Scope of Work Item 15.13.

28. Q. Bid Submittal – when asked for an Original + 7 copies does that mean JUST the Submittal requirements or the ENTIRE 92 Page RFP = Addendums, additional pages, etc.?

Response: Offerors must submit one Original set of submittals and seven copies.

29. Q. If our company has a Method of Approach for this RFP and how we plan to conduct business – is it necessary to have/submit one for EACH ZONE. Our MOA will not differ based on the Zones we are bidding for. I am trying to avoid redundancy if the ONE MOA will be sufficient for us.

Response: Offerors Method of Approach for any section within the Scope of Work would be applicable for all zones.

30. Q. Is the wording on page 81 customer references and the wording on page 84 organization and management meant to be the exact same or is it a misprint? Also asking for the financial stability on page 81 and on page 86.

Response: City has considered the question and has revised Section 5 Submittal, Customer References and Past Performance. City has also revised Section 5 Submittal Financial Stability.

31. Q. When using a sub-contractor, does the sub-contractor also need to provide the company financial statements as required of the primary contractor?

Response: No, the subcontractor does not need to provide company financial statements.

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32. Q. The precinct tow volume provided in the RFP only covers the past year. In order to get a better historical perspective, please provide the annual tow volume for each of the past 5 years (per precinct).

Response: The database used to track vehicle towing did not have the precinct field until late December 2010; therefore, data from prior years per precinct is not available.

33. Q. For the "Auction disposal split", is the percentage to be shared based on the sales price of the vehicle or on the total price paid by the buyer (which would be the sales price plus normal auction fees which help cover the cost of putting on the auction)?

Response: The percentage is based on the gross proceeds as stated in Section IV, Item 16. See also Section IV – items 16.8 (D.) and 16.9 (F.).

34. Q. In order to be able to calculate a financially viable bid for the auction split, what is the average number of vehicles titled and sold or crushed each year (by precinct if possible) for the past 3 years. The data should be available to the City (and the public), the City revised the current towing contract in 2008 to require the current towing vendor to pay to the city $150 for each titled vehicle. Using the data from these titled vehicle payments to the city, the number of titled vehicles per year should be available from 2008 through 2011.

Response: See response to question 11.

35. Q. On page 37 item 7.1(e), the requirement is for a panel truck for personal property. What is the relevance or reasoning behind this requirement? In the tow industry, clean up and removal of any "personal property" i.e. cargo accident is done using semi-trailers or refrigerated trailers for perishable loads. We are not aware of any tow operators in the
Valley (or State) who use a panel truck to clean up accident scenes. This requirement is not relevant to the industry, and should be modified to include the proper equipment actually needed (and currently owned and used by the industry). Examples would be cargo trailers (including refrigerated trailer for perishable loads), forklift, loader, skid steer, etc.

Response: See response to question 9.

36. Q. How are the points going to be awarded for the pricing score? For example, with 400 points available if the lowest overall price bidder is awarded the full 400 points, and the next lowest bidder is 10% higher, will the second bidder be awarded 10% less points (360) or what formula is used to calculate the points awarded (for the pricing portion of the RFP)?

Response: City has conveyed the evaluation criteria and their weighted importance in the Solicitation. The City does not release any sub-criteria weighting.

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32. ARS 28-872 (D) requires that the police officer must provide a form (tow sheet) with all the relevant information, as well as electronically communicate to the officers law enforcement agency the same information about the towed vehicle (section 2). We have been told that Phoenix does not issue a tow sheet to the tow operator at the time the vehicle is being towed. Every other law enforcement agency in Maricopa County issues the tow operator a tow sheet, and the officer also does a personal property inventory and a vehicle damage assessment prior to the tow. This information is blocked out on the copy given to the tow operator, but is available for review in the event a dispute over alleged missing personal property and/or vehicle damage. Without this information, the tow operator and tow company are put in a situation where it is the word of the owner
versus the tow operator should a claim arise of missing property or damage. The lack of a police officer report leaves the tow company no way to verify the legitimacy of any claim against the tow operator. Why does Phoenix not issue tow sheets (contrary to ARS 28-872D), and not require officers to inventory the vehicle being towed?

Response: Phoenix Officers sign and complete tow sheets/vehicle removal/storage reports provided by the contractor to meet the requirement of A.R.S. § 28-872D.

37. Q. On page 39 item 10.4, the tow company is prohibited from removing any property from the vehicle. Common industry practice is to inventory and bag valuable property in the vehicle, and then place it in a secure lock up facility for safekeeping. Many vehicles (usually accidents) are not able to be secured on their own due to broken glass or other accident damage, so placing the items in a secure area is the only way to protect them. Phoenix does not require the officer to do any personal property inventory prior to tow, and the RFP prohibits the tow company from taking any action to secure valuable items. This requirement puts all the liability on the tow company, and no documented procedure to verify claims (via an officers inventory report). Why is the City placing the tow company in this situation by prohibiting safekeeping of valuable items?

Response: Please see response to question 8.

38. Q. These questions are due by August 17th per the RFP, and the bids are due by August 24th. The 17th is on a Friday, so the earliest we would get any answers to the questions would be on the 20th of August (best case scenario). Even at this best case scenario, this would only leave a few days to prepare for a multi-million dollar contract. This is not enough time. Rather than have everyone in a panic and then moving the date back a week at the last minute, would it not be more prudent to just push the due date back a week now?

Response: City has considered the question and has revised the Section I, Solicitation Instructions, 3 Proposal Due Date and Time.

39. Q. Why did the Specifications "Scope of Work" change between this RFP (13-006 (RNC)) and (12-008 (RMC))?

Response: The City determined to make changes based on a review of its needs.

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40. Q. What steps were taken or what standards were used in the development of the Specifications for this RFP?

Response: Please see response to question 35.

41. Q. Were there any meetings between interested parties (bidders) and the city from May 30, 2012 and July 27, 2012?

Response: No, there were no meetings between City staff and any prospective offerors in regards to this Solicitation during that time period.

42. Q. Who was in attendance at said meetings?

Response: Not Applicable; see question 37.

43. Q. How is the city going to award the points associated with pricing? For example, if a respondent has the lowest "Total Annual Price" for the zone would that respondent get all 40 points. Would the respondent with the second lowest "Total Annual Price" receive any points?

Response: The low price offer for each Zone will receive all available Prices and Pricing points. Points for all other offerors' prices will be allocated based on their relative distance from the low price.

44. Q. Does the Auction Sales Split Percentage affect bidders Evaluation or Score in any way?

Response: The Sales Proceeds will be evaluated in Item 19(B), Conformance with Requirements, Scope of Work and Method of Approach.

45. Q. What section of the "Evaluation criteria" (pg 9 #19) does the "Sales Proceeds" (pg76 "sales proceeds") fit into?

Response: See answer to question 40.

46. Q. Of the points available in the "Evaluation criteria" section selected by the city. What weight is given to the:

A) Auction Sales Split Percentage Factor?
B) Disposal Sales Split Percentage Factor?
C) Other Sales Split Percentage Factor?

Response: City has conveyed the evaluation criteria and their weighted importance in the

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Solicitation. The City does not release any sub-criteria weighting.

47. Q. How will the city ensure (audit) that each item ("Disposition of Unclaimed Vehicles and Property") included in the "Sales Proceeds" is sold for fair market value?

Response: City has the right to audit per Section IV, 16.7, and will determine the best method of approach for an audit.

48. Q. Is the vendor required to sell any "Unclaimed Vehicles and Property" at auction?

Response: Yes, please see Section IV, Scope of Work, Item 16.

49. Q. Who determines the best way to dispose of the property?

Response: The disposal of property is determined by its condition, any applicable laws, and Section IV, 16.

50. Q. Can the vendor choose to keep any "Unclaimed Vehicles and Property"?

Response: No, please see Section IV, Scope of Work, Item 16.

51. Q. If the vendor is allowed to keep "Unclaimed Vehicles and Property," would percent of sales split apply? How?

Response: Not applicable; please see Section IV, Scope of Work, Item 16.

52. Q. Can any "Unclaimed Vehicles and Property" be sold to a company (or persons) of similar ownership as that of the tow company? Such sale would not guarantee fair market value and therefore diminish returns to the city. This could be a windfall for the company, persons involved. Would this be a conflict of interest?

Response: Please see Section IV, Item 16; contractor must sell the vehicle or property in the manner which achieves the greatest residual value for the City.

53. Q. Can any "Unclaimed Vehicles and Property" be sold to a company (or persons) with an agreement that the tow company profit outside the scope of the contract? Such sale would not guarantee fair market value and therefore diminish returns to the city. This could be a windfall for the company, persons involved. Would this be a conflict of interest?

Response: Please see Section IV, Item 16; contractor must provide accurate accounting of a vehicles and property sold no later than 30 days after the date of the sale. Finally, per Section IV,

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Item 16.7, City has the right to audit the contractor's sales, auction and disposal records at any time upon one calendar day notice.

54. Q. Can a vendor part out, scrap or recycle "Unclaimed Vehicles and Property"?

Response: No, please see Section IV, Scope of Work, Item 16.

55. Q. If a vendor can part out, scrap or recycle "Unclaimed Vehicles and Property" when would the city expect to be paid the "Percent of Sales Split"? Would this be subject to audit?

Response: Not applicable; please see Section IV, Scope of Work, Item 16.

56. Q. How is the City going to differentiate between the varying levels of services, technology, and marketing (Method of Approach) each respondent utilizes relative to vehicle sales and disposal? For example, a 10 percent Sales Split Percentage from Respondent A could yield less proceeds than a 5 percent Sales Split Percentage from Respondent B.

Response: The City will evaluate offerors' percentage split objectively and will evaluate offerors' Marketing and Sales Method of Approach subjectively, such that the combination of the two would address both aspects of price and approach.

57. Q. Is the City going to require the contractor to follow their submitted "Method of Approach" for the term of the contract? Will this be a point of audit by the city?

Response: Awarded contractors will be held to all requirements and Methods of Approach set forth for the term of their respective contracts.

58. Q. Would the contractor be able to adjust the "Method of Approach" for cost savings, to maximize return or improve customer service?

Response: City would be open to any improvements in contract performance or pricing and would consider such changes as allowable under the contract amendments.

59. Q. Would an interview affect bidders Evaluation or Score in any way?

Response: Interviews could affect the evaluation of proposals, negatively or positively.

60. Q. If an interview can affect award would this opportunity be provided to each respondent?

Response: Please see Section I, Instructions, Item 18.

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61. Q. What data was used to calculate the number of storage days for 3511 and PCC 23-55 tows? Does the city deem this to be correct?

Response: Not applicable; the City did not calculate the number of storage days for A.R.S. § 28-3511 and P.C.C. § 23-55 tows.

62. Q. The method of calculation of storage days has been changed from the current contract to this RFP. Did the city calculate the impact this will have on the number of storage days charged for? Was this accounted for in the estimated number of storage days?

Response: Not applicable; the City did not calculate the number of storage days.

63. Q. Can a respondent offer alternative pricing (i.e. create a Line Item No. 5) for services provided for the entire city?

Response: Offerors may submit differential pricing by line item or consistent pricing for multiple line items at their discretion.

64. Q. Does the 2.5 acre storage site required by the RFP have to be within the zone(s) you're bidding on?

Response: City has considered the question and has revised the Scope of Work, Section 8.3.

65. Q. Will the city supply the tow slip?

Response: No, the tow slip will be supplied by the contractor(s).

66. Q. Is there a difference between tow tickets, tow invoices, storage reports? Is a vendor required to have each of these forms? Do all the forms do they all have the same requirements?

Response: No, there is no difference between the tow ticket, storage report, tow invoice, or vehicle removal report. The RFP is referring to the form provided by the contractor at the scene of the tow, signed by the authorizing Phoenix Police Department representative, and documenting the date, times, reason, tow from location, tow to location, description of the vehicle or property being towed, condition of the vehicle or property, driver information, remarks, agency report number, and any other pertinent information relating to the towing of the vehicle or property for this RFP.

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67. Q. On page 81 in submittal 5 – Capacity, Experience and Past Performance there is a section for Financial Stability and then on page 86 in the same section submittal 5 – Capacity, Experience and Past Performance Financial Stability is asked for again. Do you want the Financial Stability included twice?

Response: City has considered the question and has revised Section 5 Submittal, Customer References and Past Performance. City has also revised Section 5 Submittal Financial Stability.

68. Q. We have had our realtor searching for a parcel of land in Zone D that fits both the size and zoning requirements. After a week long search, he is unable to locate any lot that is Zones A-1 or A-2 that is available for rent, lease or purchase. Our realtor is willing to supply us a letter confirming this fact. Is the City of Phoenix willing to amend the zoning requirement to facilitate the companies that would like to submit for Zone D or allow the lot to be outside of the Zone?

Response: City has considered the question and has revised the Scope of Work, Section 8.3.

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

Name of Company: DV Towing, LLC

Address: 23881 N. 7th Avenue Phoenix, Arizona 85085

Authorized Signature: Ronald L McClure

Print Name and Title: Ronald McClure, Owner

SOLICITATION ADDENDUM

Solicitation Number: RFP 13-006 (RMC) Addendum #2 Page 1 of 1

Solicitation Due Date: Friday, September 7, 2012 – 2:00 p.m., MST

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Procurement Division
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Phoenix, AZ 85003
Phone: (602) 262-7181

TITLE: GENERAL POLICE TOWING SERVICES - REQUIREMENTS CONTRACT

Please make the following changes to the above-referenced solicitation

Section I, Solicitation Instructions:

Item 3 Schedule of Events
Proposal due date will be **Friday, September 7, 2012 at 2:00 p.m., MST**

Clarification:

1) 45. Q. What section of the "Evaluation criteria" (pg 9 #19) does the "Sales Proceeds" (pg76 "sales proceeds") fit into?

Response: See response to question 44.

2) In response to questions received at the Pre-Proposal Conference, as well as related questions received in writing, the City is including further data regarding towed vehicles that were subsequently released to the contractor after the 30 days, in accordance with ARS 28-3511 and PCC 23-55. See **EXHIBIT C - 30 DAY RELEASES**. This information is made available for informational purposes only. The City makes no commitment of any future contract quantities in relation to this data. The City expressly disclaims any warranty of the completeness or accuracy of this data. Offerors may consider but shall not rely on this data when constructing any Proposal in response to this Solicitation.

**** See EXHIBIT C - 30 DAY RELEASES.xls**

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

Name of Company: DV Towing, LLC

Address: 23881 N. 7th Avenue, Phoenix, Arizona 85085

Authorized Signature: [signature]

Print Name and Title: Ronald McClure, Owner

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251 W. Washington Street
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TITLE: GENERAL POLICE TOWING SERVICES - REQUIREMENTS CONTRACT

Please make the following changes to the above-referenced solicitation

Section I, Solicitation Instructions:

Item 3 Schedule of Events
Written Inquiries due date will be **Friday, August 31, 2012**

The following are questions submitted and are represented as they were submitted by the vendors (no editing was done by the buyer).

1. Q. We have received and reviewed the 2nd Addendum dated today. We have a question relative to this Addendum and the related Excel attachment also posted on the City's website. Considering the attachment is specifically referred to within Addendum #2, will the prospective bidders have to print this 338 page document and include it with their submittals?

Response: No. The spreadsheet is an Exhibit, and is included by reference in Addendum No. 2 (which will be submitted with Submittal No. 2).

Clarification:

1. The response to question 7 is understanding from your point, but for a vendor who staffs 24/7 to open up the accounting/administrative area several hours prior to daylight is tough on getting children off to school, etc. I am sure your staff would grumble at arriving between 4 to 6 AM daily.

Response: No response

2. The response to question #8, part A, according to ARS 28-4838 and 28-3515 the abandoned title application must be filed upon with MVD in a window of 15 days or 45 days. The contractor looses the tow and storage charges if the city detectives do not make inspections in a timely fashion. Who suffers the consequences?

Response: Please see A.R.S. § 28-4838(B).

3. The response to question #8, part B partially answers the question. Your further attention to property security is much appreciated, however the absence of a personal property inventory at the incident scene leaves the contractor with no third party verification when the owner or operator claims the items in the trunk were an AK-47, 2 laptops, $390 pair of sunglasses and their wife's diamond ring. I vehemently disagree with the current and proposed procedure of no law enforcement verification of personal property contained or allegedly contained in an impounded vehicle. I also disagree that a tow truck operator's or lot attendant's opinion of value over or under $200 is accurate or going to hold up in court.

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Response: Phoenix Police Offices are required by policy to inventory vehicles before they are towed. The revised Section IV, Scope of Work, Item 10.4 addresses property found after the vehicle has been towed.

4. Question #9 and #35 regarding a panel truck has a far more reaching effect than just picking up vehicle body parts, mattresses or refrigerators on surface streets or chop shops. If a refrigerated commercial accident should require a load transfer, its the contractors duty to make all efforts to salvage and preserve as much cargo as possible prior to the insurance company's inspection. The contract only refers to a panel truck. Most bidders who have heavy commercial recovery ability either own or have access to dry vans or refrigerated vans that protect the integrity of cargo. This is a more practical application than a panel truck owned, insured, plated and maintained to be used several times a month. Not a financially feasible requirement.

Response: Offers may submit alternatives in their Method of Approach for the Scope of Work Section, Conformance with Requirements at their discretion.

5. The response to question #66 is contrary to ARS 258-872 D(1). Your response is referring to a form provided by the contractor. ARS 28-872 D(1) is referring to a form provided by a police officer industry known as a vehicle removal report. It is not the contractor's duty or responsibility to design and provide a potential legal document that could bind themselves and the Phoenix Police Department in a court of law. ARS 28-872 D(1) clearly puts the responsibility of documented vehicle removal on the municipality ordering the vehicle removal.

Response: A.R.S. § 28-872 does not preclude the City from contracting for the form that is completed by the impounding officer or department representative. Please see the response to Addendum 1 Question 65.

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

Name of Company: DV Towing, LLC

Address: 23881 N. 7th Avenue, Phoenix, Arizona 85085

Authorized Signature: Ronald L McClure

Print Name and Title: Ronald McClure, Owner

SOLICITATION ADDENDUM

Solicitation Number: RFP 13-006 (RMC) Addendum #4 Page 1 of 1

Solicitation Due Date: Friday, September 14, 2012 – 2:00 p.m., MST

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Phoenix, AZ 85003
Phone: (602) 262-7181

TITLE: GENERAL POLICE TOWING SERVICES - REQUIREMENTS CONTRACT

Please make the following changes to the above-referenced solicitation

Section I, Solicitation Instructions:

Item 3 Schedule of Events
Proposal Due Date and Time will be **Friday, September 14, 2012 , 2:00 P.M. MST**

See Exhibit D, Day Time Report (Vehicle Impound Detail)

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

Name of Company: DV Towing, LLC

Address: 23881 N. 7th Avenue, Phoenix, Arizona 85085

Authorized Signature: [signature]

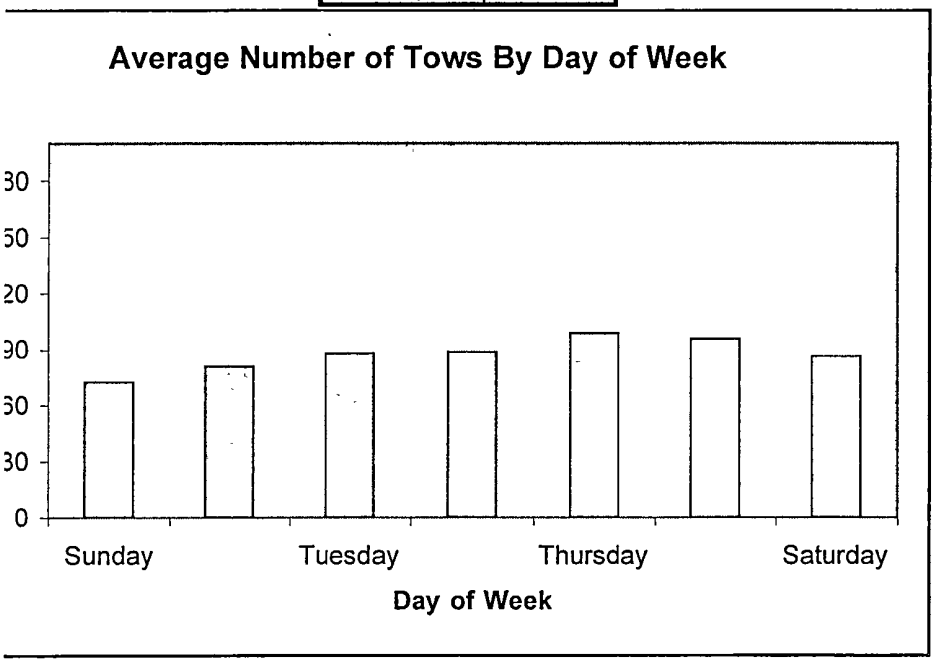
Print Name and Title: Ronald McClure, Owner

g with a Purpose

Phoenix Police Department
Code Enforcement Unit
Vehicle Impound Detail

Tows by Day of Week and Number of Tows by Time of Day queried from tow records with date range
gh 7/31/2012 = total of 18,576 records

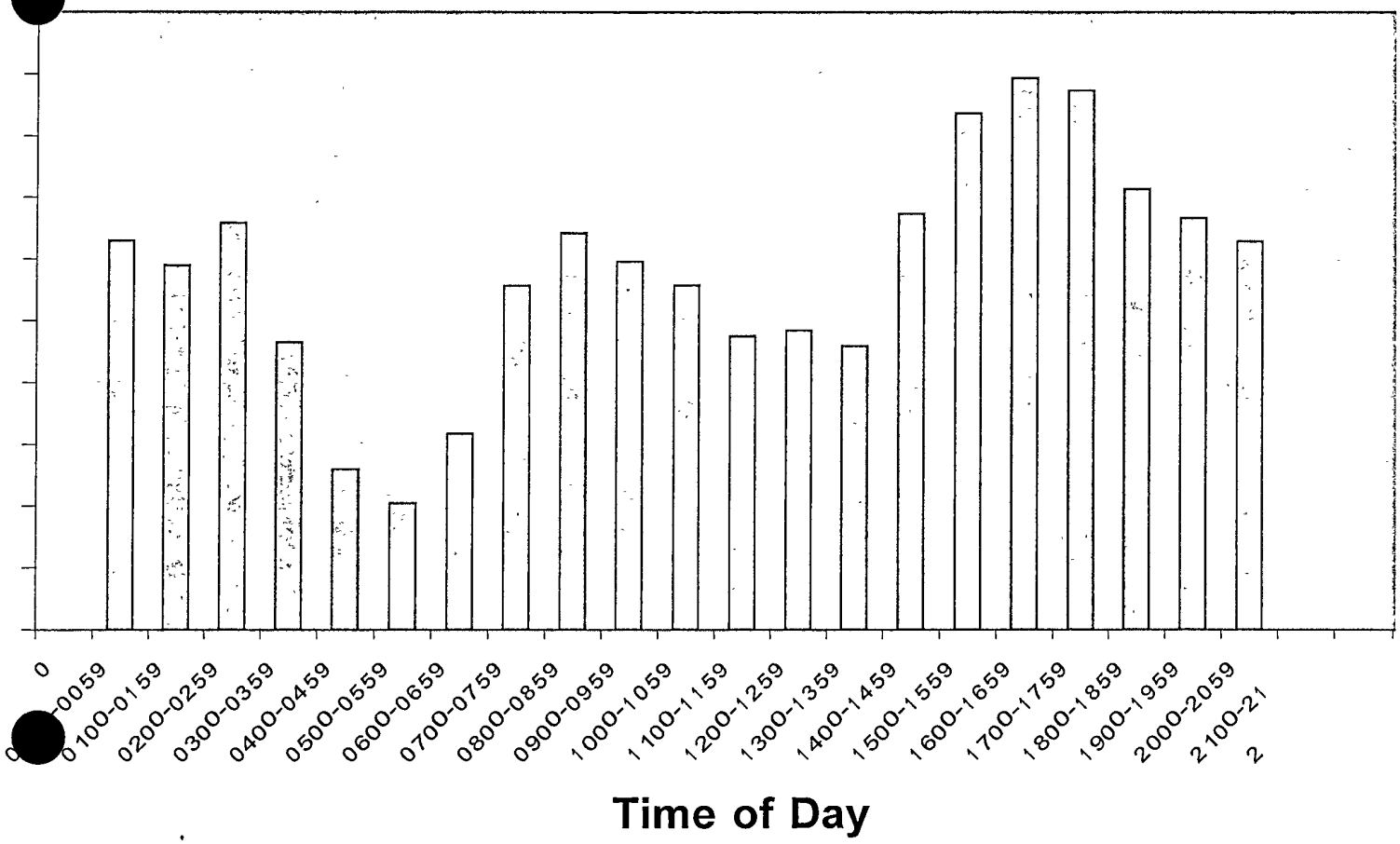
Average Number of Tows by Day of Week	
Sunday	72
Monday	81
Tuesday	88
Wednesday	89
Thursday	99
Friday	96
Saturday	87



Number of Tows by Time of Day	
0000-0059	630
0100-0159	590
0200-0259	659
0300-0359	466
0400-0459	260
0500-0559	205
0600-0659	318
0700-0759	557
0800-0859	642
0900-0959	596
1000-1059	558
1100-1159	475
1200-1259	484
1300-1359	460
1400-1459	674
1500-1559	837
1600-1659	894
1700-1759	874
1800-1859	714
1900-1959	667
2000-2059	629
2100-2159	640
2200-2259	772
2300-2359	636

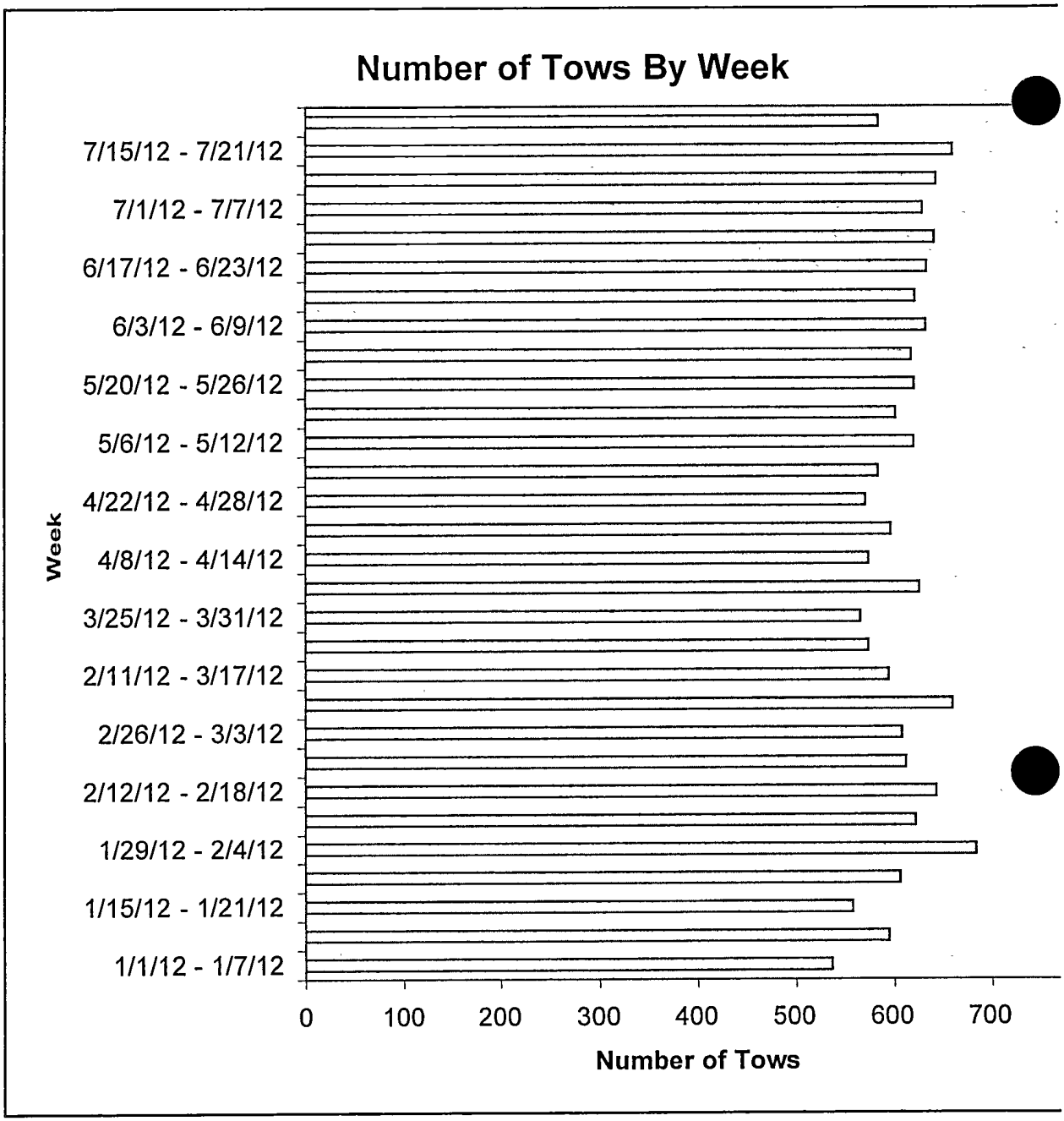
See chart on next page

Number of Tows by Time of Day



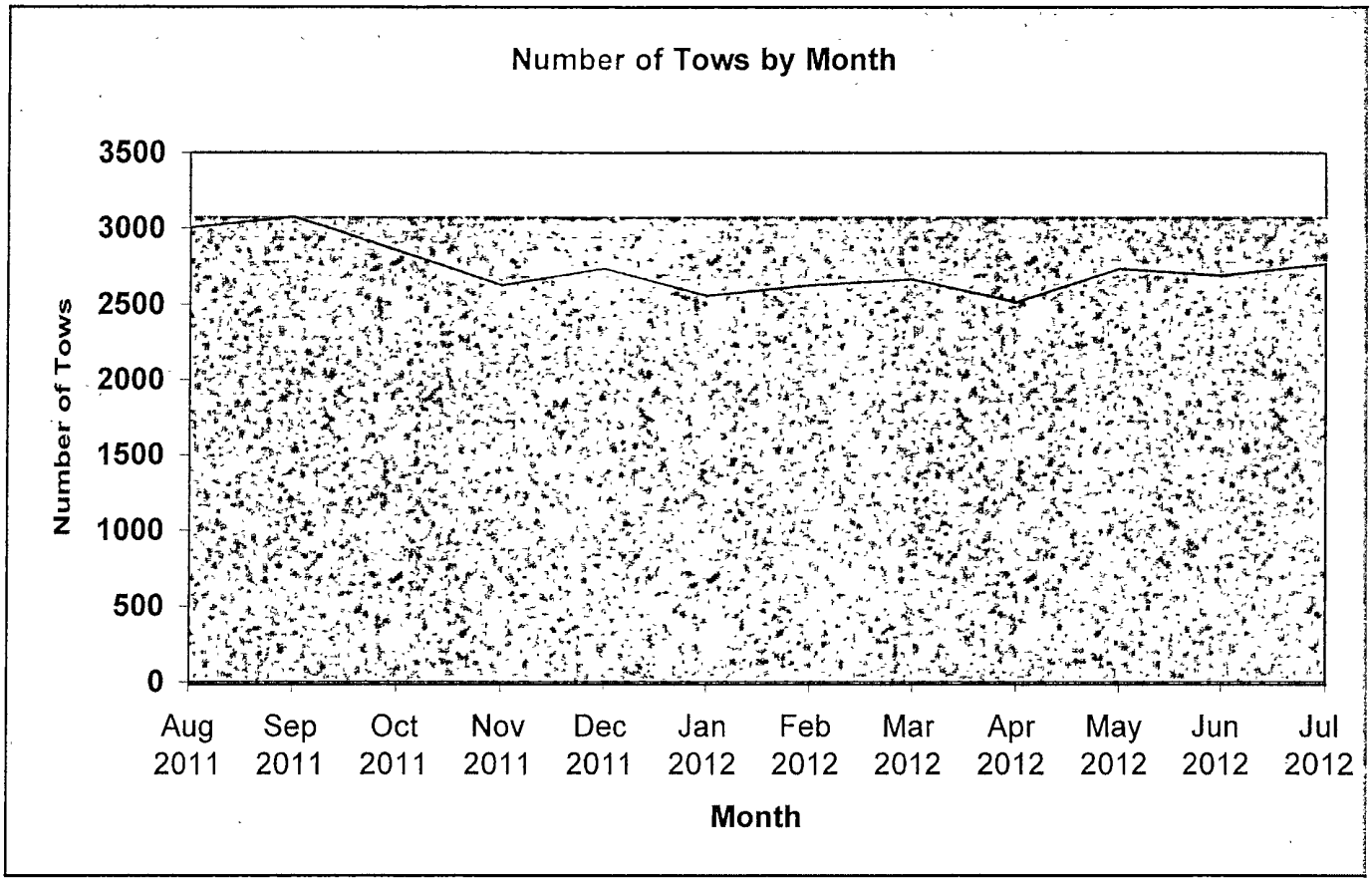
Week queried from tow records with date range from 1/1/2012 through 7/28/2012 = total of 18,324 records
endar Year 2012, beginning with 1/1/2012 and ending 7/28/2012

	Number of Tows
	537
	595
	558
	606
	684
	622
	643
	612
	608
	660
	595
	574
	566
	626
	574
	597
	571
	584
	620
	602
	621
	618
	633
	622
	634
	642
	630
	644
	661
	585



Month queried from General contract tow records with date range from 8/1/2011 through 7/31/2012 = total of 32,838 records

ber of
003
076
356
626
735
557
624
661
514
734
688
764



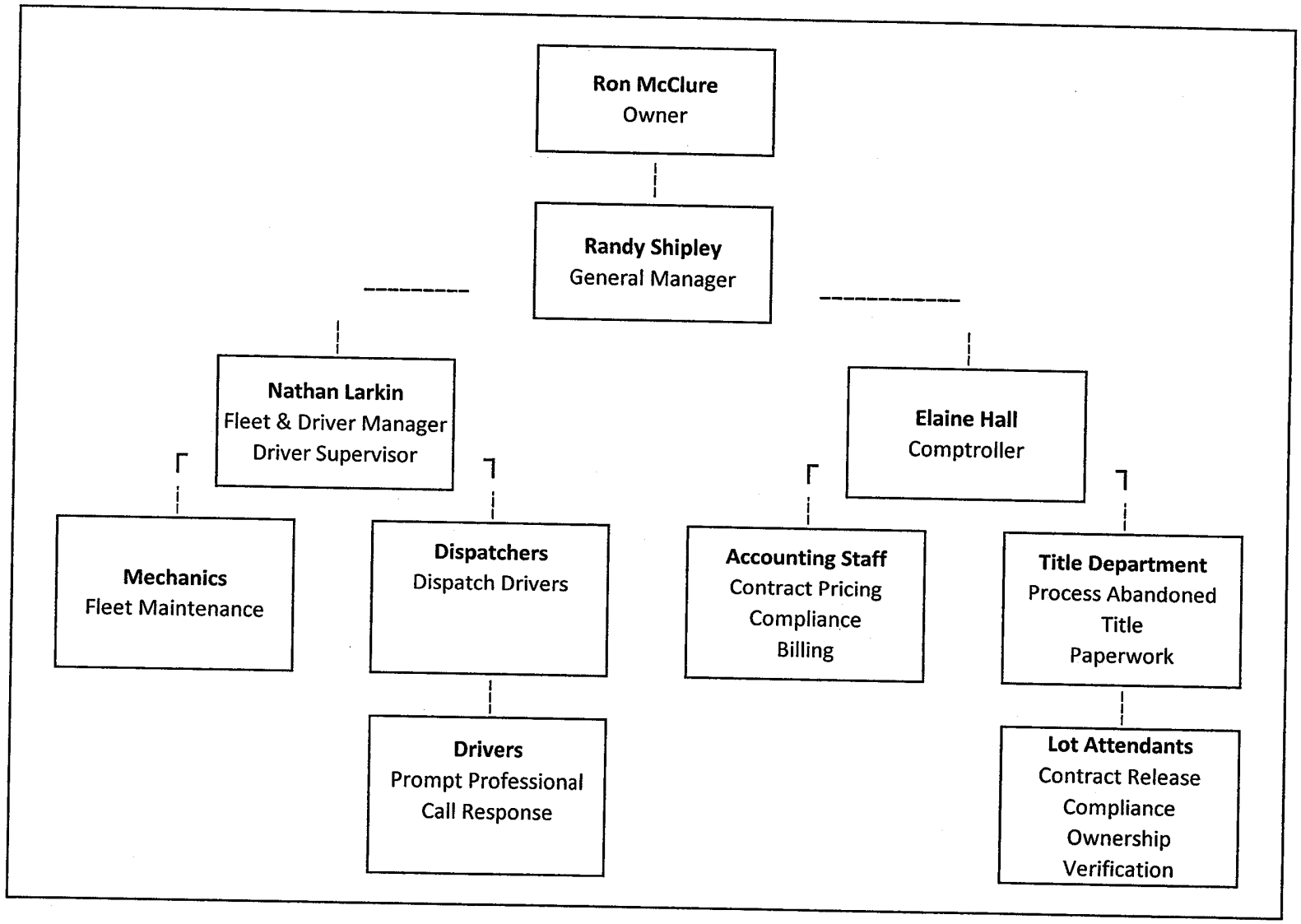
DV TOWING, LLC
SCHEDULE OF EQUIPMENT

YEAR	MAKE	LICENSE PLATE	CLASSIFICATION
2006	INTERNATIONAL	CG47762	LIGHT - TWO CAR CARRIER
2005	INTERNATIONAL	CG65948	LIGHT - TWO CAR CARRIER
2006	INTERNATIONAL	CF59504	LIGHT - TWO CAR CARRIER
2007	FORD	CG32035	LIGHT - TWO CAR CARRIER
2007	INTERNATIONAL	CE74183	LIGHT - TWO CAR CARRIER
2004	FREIGHTLINER	CE27167	LIGHT - TWO CAR CARRIER
2006	FREIGHTLINER	CF08706	LIGHT - TWO CAR CARRIER
2005	INTERNATIONAL	CG65948	LIGHT - TWO CAR CARRIER
2005	STERLING	CD83754	LIGHT - TWO CAR CARRIER
2005	STERLING	GG10149	LIGHT - TWO CAR CARRIER
2004	ISUZU	CE57277	LIGHT - TWO CAR CARRIER
2000	INTERNATIONAL	C82482	LIGHT - TWO CAR CARRIER
2005	FREIGHTLINER	CG10149	MEDIUM
2000	INTERNATIONAL	CD86937	MEDIUM
1997	PETERBILT	AE36978	HEAVY
2005	INTERNATIONAL	AD94632	LOWBOY TRAILER
1993	GREAT DANE	W75578	REFER TRAILER
2006	HYUNDAI	W66604	53' DRY VAN
2001	FEATHERLITE	Y09110	EMERGENCY RESPONSE TRAILER
	CASE SKID STEER		LOADER
	JOHN DEERE 544		LOADER/FORKLIFT

UNIQUE HEAVY RECOVERY
SCHEDULE OF EQUIPMENT

YEAR	MAKE	LICENSE PLATE	CLASSIFICATION
2005	FREIGHTLINER	CG10112	LIGHT - TWO CAR CARRIER
2005	INTERNATIONAL	CE27286	LIGHT - TWO CAR CARRIER
2004	INTERNATIONAL	CG32034	LIGHT - TWO CAR CARRIER
2007	FREIGHTLINER	CF08701	LIGHT - TWO CAR CARRIER
2004	STERLING	CF54958	LIGHT - TWO CAR CARRIER
2008	FORD F650	CF89199	LIGHT - TWO CAR CARRIER
2008	INTERNATIONAL	CG78203	LIGHT - TWO CAR CARRIER
2004	INTERNATIONAL	CF89087	LIGHT - TWO CAR CARRIER
2011	INTERNATIONAL	CG78192	MEDIUM
2000	FREIGHTLINER	CG38527	MEDIUM
1993	PETERBILT	AD76103	HEAVY
2001	KENWORTH	1TR235	HEAVY ROTATOR WRECKER
2005	PETERBILT	AD30615	TRACTOR TRAILER
2006	UTILITY	Y82369	REFER TRAILER

DV Towing Organizational Chart



Confidential Content:

DV Towing, LLC Balance Sheet – December 31, 2011

DV Towing, LLC Income Statement for the twelve months ending December 31, 2011

DV Towing, LLC Balance Sheet – December 31, 2010

DV Towing, LLC Income Statement for the twelve months ending December 31, 2010

DV Towing, LLC Balance Sheet – December 31, 2009

DV Towing, LLC Income Statement for the twelve months ending December 31, 2009

Certified Public Accountant Letter

Five Star Auto Auction Assets & Liabilities-Income Tax Basis as of December 31, 2011

Five Star Auto Auction Income & Expenses-Income Tax Basis January through December 2011

Five Star Auto Auction Assets & Liabilities-Income Tax Basis as of December 31, 2010

Five Star Auto Auction Income & Expenses-Income Tax Basis January through December 2010

The Biltmore Bank of Arizona Letter

Chase Letter

J.P. Morgan Letter

Chase personal bank statement Page 1

LDC Insurance Services Inc. Letter

City of Glendale
Police Department
Integrity ▪ Service ▪ Excellence

Elaine Scruggs
Mayor
Ed Beasley
City Manager
Steve Conrad
Chief of Police

February 14, 2011

Dear Management Team of DV Towing,

I would like to express my sincere appreciation for the exceptional services, cooperation, and assistance that I received from several of you employees on February 10th, 2011.

On this date, the ***Glendale Police Department Victim Assistance Unit*** requested their assistance in helping a family obtain personal belongings from a vehicle that Glendale Police Department had impounded the day prior. The incident involved was extremely traumatic for the family and they were all in a period of crisis. Without hesitation, your employees Kevin Deimzer and Joe (Supervisor Glendale Storage Facility) offered their help resulting in a positive outcome for this grieving family.

I sincerely appreciate the assistance, professionalism, and caring attitude exhibited by your staff in this devastating circumstance. Without the cooperation of your employees, this family would have suffered more harm and had increased stress placed upon them.

Please take a moment to acknowledge your exceptional employees for their service. They were a shining example of "help in action".

Sincerely,

Melissa Brickhouse Thomas, MSW, LCSW
Glendale Police Department
Victim Assistance Unit
623-930-3724
Cell 623-692-4505
mthomas@glendaleaz.com

6835 North 57th Drive ▪ Glendale, Arizona 85301
(623) 930-3050 ▪ Fax (623) 931-2103 ▪ glendaleaz.com/POLICE

02/14/2011 10:41AM FAX 6239396701 GLENDALE PD DBA WVAC ?^^^/?^^^

GLENDALE

August 30, 2012

DV Towing
5715 W. Maryland
Glendale, AZ 85301

Re: Storage of Vehicle
City of Glendale Claim: R2012296

To Whom It May Concern:

I wanted to write you and let you know how happy we are with the services that you provide to the City. Occasionally Risk Management has vehicles that are damaged in accidents that have been towed by DV Towing. When settling with Claimants and arranging for vehicles to be moved to the appropriate location for repairs, salvage or storage, the staff is quick to respond and provide assistance and information.

Kevin does an outstanding job. Recently, the City took title to a vehicle that was to be salvaged. The vehicle had been stored at DV Towing since the accident with the City. I needed the vehicle towed to be auctioned. Kevin waived the storage fees and towed the vehicle to the auction house. It is very much appreciated that DV Towing considers the working relationship with the City and our budget constraints.

Thank you very much for the great work. I look forward to working with DV Towing in the future.

Sincerely,

Dianne Shoemake

Dianne Shoemake
Risk and Claims Analyst
Risk Management Division
PH: 623-930-2856
dshoemake@glendaleaz.com

City of Glendale
Police Department
"To protect the lives and property of the people we serve"

Elaine Scruggs
Mayor

Ed Beasley
City Manager

Steve Conrad
Chief of Police

February 25, 2008

Mr. Tim Dietz
Manager
DV Towing, LLC
23881 North 7th Avenue
Phoenix, Arizona 85085

Dear Mr. Dietz:

I would like to thank you for your letter expressing your appreciation for our recommending your agency to the Super Bowl Transportation Committee for their towing needs. I am very happy to hear that all went well and that there were no major concerns. The City of Glendale's first Super Bowl was successful due the dedicated team work and very long hours worked by your agency alongside many other federal, state, and local agencies and departments. Our valuable partnerships were crucial to the success of these events.

I am always very happy to hear of positive interactions such as this, and I will gladly share your letter and my appreciation with our department. Thank you for taking the time to express your gratitude for this department.

Thank you once again, and I certainly am looking forward to working with you in the future and with all other issues of mutual interest!

Best regards,

Steve Conrad
Chief of Police

SC/lc

Dear Transportation Partners:

As President of the Arizona Super Bowl XLII Host Committee, I want to extend our gratitude to each of you for your dedication to our guests and to the State of Arizona.

We have designed this Driver's Guide to assist you with your movement around the Phoenix Metro area during Super Bowl week. This packet contains important information including: phone numbers, maps, directions, parking, pertinent game day details and event schedules. Please take the time to review the information contained in this guide as it will help you serve your clients during Super Bowl XLII.

Due to increased security and traffic in the Phoenix Metro area, please give yourself and your group ample time to arrive at your scheduled destinations; information on routes and closures can be found at www.azsuperbowl.com. We encourage you to "Know Before You Go"!

The National Football League and the Transportation Team will host a Driver's Party during Super Bowl XLII to thank you for your hard work and give you an opportunity to enjoy some of the Game. We hope to see you there. Please look inside this packet for details about the party. For more information on Super Bowl XLII, please visit our website at www.azsuperbowl.com.

Thank you for your involvement and efforts in making Super Bowl XLII a memorable one. We appreciate all that you do.

Sincerely,

Bob Sullivan
President
Arizona Super Bowl Host Committee

Coking, James

ATTN: Kevin at DV Towing

Just want to pass on a thank you message from what you guys did on 5/22/2012. In reference to a stolen recovery where the victim was an elderly woman who was not really able to pay the tow bill & storage fee's. I went to get her car for her and without even asking, just by hearing her story you guys waived all fees to be paid. Also wanted to pass on that Joe (Yard Manager) at your 57 & Maryland yard was very helpful in this matter too and is always willing to bend over backwards in helping us out whenever we need anything. Thanks again for your help, sometimes its not always black and white in how business is done and "what the right thing to do" needs to be done and you guys did that yesterday in reference to my case. 2012-046407

Jim Coking #6897
Glendale Police Detective
Street Crime/Auto Theft Unit
623-930-3311

May 18, 2011

Mr. Ron McClure
DV Towing, LLC
23811 N. 7th Ave.
Phoenix, AZ 85085

Dear Ron:

Please accept my sincere gratitude for your support of the benefit golf tournament at the Golf Club of Estrella on May 15, 2011. The golf tournament was held to raise funds for the 21st Annual Motor Vehicle Criminal Interdiction (MVCI) Training, Intelligence Sharing and Networking Conference which is scheduled for August 15-19, 2011, at the Renaissance Hotel and Spa in Glendale, Arizona.

Your support will provide much needed funds to defray the costs of the conference which provides valuable training to approximately 700 criminal interdiction experts from across the United States and Canada.

Your generous assistance of sponsorship, especially during these tough economic times, is greatly appreciated. You will be notified once the Annual MVCI Association receives 501 (C) (3) status so that DV Towing's donation may be claimed for tax purposes.

Again, I thank you for your contribution and for supporting the efforts of law enforcement.

Sincerely,

Bart Massey, Sergeant
Arizona Department of Public Safety

Cactus High School

On behalf of Cactus High School, I want to personally thank you for your participation in our first Mock Crash. Our students and staff received many things to think about. That day I heard conversations throughout our campus that have continued into this week. I am hopeful that by giving our students a vivid view of what could possibly happen they will make better choices in their lives.

Please accept our sincere appreciation for your participation. You truly have made a difference.

Cedricia Hester

Cedricia Hester, Assistant Principal

INDEPENDENCE
HIGH SCHOOL
6602 North 75 Avenue
Glendale, Arizona 85303
Telephone (623) 435-6100
Fax (623) 435-6157

Rob Ambrose, Principal
Mike Siwek, Operations & Resources
Jeannie Paparella, Student Services
Sheri Anderson, Discipline & Attendance

GLENDALE UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD
Vicki L. Johnson, President
Donna Stout, Clerk
Steve Burke, Member
Kevin Clayborn, Member
Kathy Jacka, Member
SUPERINTENDENT OF SCHOOLS
Dr. Jennifer Johnson

Officer Tammy Grenier
School Resource Officer
Independence High School
6602 N. 75th Ave
Glendale, AZ 85382
April 14, 2009

Tim Dietz
D.V. Towing
P.O. Box 72299
Phoenix, AZ 85050

Dear Tim:

I would like to express my thanks for your participation in the Mock Crash recently hosted by Independence High School on April 3, 2009. This event had a tremendous impact on our students. The program would not be successful with out your participation. Thank you again for making it a success.

Sincerely,

Officer Tammy Grenier

APOLLO HIGH SCHOOL

8045 N. 47th Avenue
Glendale, AZ 85302
623-435-6300
623-435-6369 - fax
www.apollo.guhsdaz.org

Susan Maland, Principal
Ed Barnes, Operations & Resources
Allison Mattingly, Student Services
Brian Galbreath, Discipline & Attendance
PRIDE • CLASS • DIGNITY

April 16, 2010

Tim Dietz
D.V. Towing
P.O. Box 72299
Phoenix, AZ 85050

Dear Tim,

On behalf of the Apollo students and staff, I would like to thank you for all that you did to facilitate the Mock Crash last week. We are very grateful to you for arranging for the delivery and removal of the crashed cars to our campus.

The assistant principal who dealt with your driver was very impressed with his courtesy and care for our football field. He put down the tarp and was very careful not to do any damage or leave any remnants of the vehicles. We definitely appreciate his efforts.

Again, we so appreciate what you did for Apollo High School. When students see the consequences of their actions in a visual way, they are more likely to pause before doing something foolish—at least that is our expectation. The cars made that visualization possible.

Sincerely,

Susan Maland

Susan Maland
Principal

GLENDALE UNION HIGH SCHOOL DISTRICT

GOVERNING BOARD
Kevin Clayborn
Donna Stout
Ian Hugh
Vicki L. Johnson
Pam Reicks

SUPERINTENDENT
Dr. Jennifer Johnson

Deer Valley
Unified School District

Mountain Ridge High School
22800 N. 67th Ave.
Glendale, AZ 85310
623.376.3000 Phone
623.376.3080 Fax
www.dvusd.org

April 20, 2010

D. V. Towing
Attn: Mr. Tim Dietz
P. O. Box 72299
Phoenix, AZ 85050

Dear Mr. Dietz,

On behalf of the students and staff of Mountain Ridge High School, I would like to extend my heartfelt appreciation and thanks for your valued role in bringing "Operation Prom & Beyond" to our campus. The impact on our students cannot be underestimated and I am certain that this experience will help them to make wise and responsible choices not only as prom approaches, but throughout their lives. We have already received many positive comments from our students expressing how much this presentation meant to them. It was particularly meaningful in light of the recent and untimely passing of two district students as a result of traffic-related accidents.

Your dedication and support of vitally important educational programs such as "Operation Prom & Beyond" is greatly appreciated. We know that every young life touched by these presentations is potentially another life saved.

Thank you again for all you do to make these interventions accessible to our students.

Sincerely,

Debra Poulson
Principal

SUPERINTENDENT
Virginia McElyea, Ed.D.

GOVERNING BOARD
Christy Agosta
Ron Bayer
Tom Boone
Bill Maas
Ann Elizabeth Ordway

Steve Horath - SHERIFFX

From: Steve Horath - SHERIFFX
Sent: Tuesday, May 15, 2012 5:18 PM
To: George Harvey - SHERIFFX
Cc: Steve Horath - SHERIFFX; Rich Burden - SHERIFFX; Steven Ragan - SHERIFFX; Roger Marshall - SHERIFFX; Kevin Woods - SHERIFFX
Subject: thanks to Unique Towing

Sgt,

We had a victim of an auto theft "Unlawful use" where the suspect who took her car was "suspended/revoked. The suspect used the car to commit attempted burglaries and a theft of $10,000 in jewelry during a residential burglary in the area of Carefree and Cave Creek. It led us to perform a search warrant. Due to the suspension and used in a crime, the vehicle was towed under 28-3511,,,,, so it could be on a hold status for the 30 days.

The victim was later found to be almost bed ridden and the suspect took the car against her expressed wishes. The suspect is being charged with Unlawful Means Of Transportation as well as attempted burglary of a residence burglary of a residence and Theft class three felonies.

The decision was made to change the tow from 3511 tow to a standard tow.

I made a call to Kevin Deinzer of Unique Towing. I expressed the circumstances the should allow the release of the car. He was quick to assist and explain how a release letter would be needed to allow this to happen.

Kevin also reduced the amount of costs to the victim to $15 per day, vs $25 per day normal fee. The charges totaled $295.00 and later found to be a reduced rate. After Kevin spoke to me and the victim Registered Owner Katie Waliser realizing she was a victim of trust, he then further inquired about her financial situation and ability to pay. Once explained, Kevin showed sympathy toward Katie and reduced the costs even further only to assist her during this hardship. This was certainly not required and just goes to show how compassionate the tow company is, while considering the circumstances and working closely with the law enforcement agencies around the valley.

It was my pleasure to work with the professionals of Unique Towing.

DETECTIVE STEVE HORATH #759

37622 NORTH CAVE CREEK ROAD

CAVE CREEK, ARIZONA 85331

DISTRICT IV INVESTIGATIONS DIVISION

PHONE 602-876-7332

MOBILE: 602-377-3507

Fax: 480-595-8261

Deer Valley
Unified School District

April 17, 2009

Barry Goldwater High School
2820 W Rose Garden Ln
623-445-3000
623-445-3081
bghs.dvusd.org

Dear Award Winner:

CONGRATULATIONS! You have been selected for recognition at Barry Goldwater High School. The Honors, Awards and Academic Letter Program will be held on Thursday, April 30, 2009 at 7:00 p.m. This event will be held in the auditorium. The purpose of the Awards Program is to honor **seniors** and **juniors** for their scholarships and awards, and **sophomores** and **freshmen** for outstanding academic achievement. Please review the BGHS Academic Letter/Academic Excellence tradition on the reverse side of this letter.

Please be seated in the area provided for award recipients. Plan to arrive and be seated no later tha[redacted]. We are requesting that you dress appropriately. Boys, we recommend collared shirts tucked in, belted dress pants and dress shoes. Girls, we recommend modest dress, skirt, or pant suit. An outfit you may wear to a business interview would be appropriate.

We hope to see you and your parents for this occasion. Light refreshments will be served after the ceremony.

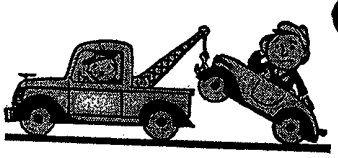
Sincerely,

Eddie Rodriguez
Counselor

BGHS AWARDS CEREMONY COMMITTEE

SUPERINTENDENT
Virginia McElyea, Ed.D.

GOVERNING BOARD
Christy Agosta
Ron Bayer
Tom Boone
Bill Maas
Ann Elizabeth Ordway



DV TOWING, LLC

Phone: (623) 516-8700 Fax: (623) 582-1012

February 12, 2008

Glendale Police Department
6835 N. 57th Drive
Glendale, Arizona 85301

ATTN: Steven Conrad, Police Chief

RE: Super Bowl

Dear Chief:

We at DV Towing want to Thank You and your staff for recommending our company to the Super Bowl Transportation Committee for their towing needs.

Our dispatch room coordinated trucks with Officer Tim Reardon for the City of Glendale and the Super Bowl Transportation Officials. We shuttled about 100 vehicles at the Cardinal Stadium on Saturday and on Game Day and also handled issues on surface streets surrounding the facilities.

As the parking lot was being vacated following the game, we received some very nice compliments from the NFL Transportation.

We would like to congratulate you and your staff for a great game plan for such a huge undertaking. It continues to be a pleasure to work with your organization.

Thanks again.

Respectfully submitted,

Tim Dietz
Manager

23881 N. 7th Avenue, Phoenix, Arizona 85085

DV TOWING LLC

Accredited Since 2006 | Valid Through May 2013

This company upholds the BBB Standards for Trust:

- **Build Trust**
- **Advertise Honestly**
- **Tell the Truth**
- **Be Transparent**
- **Honor Promises**
- **Be Responsive**
- **Safeguard Privacy**
- **Embody Integrity**

By affirmative vote of the BBB Board of Directors, this company has met the standards of BBB Accreditation.

Matthew Fehling, BBB President/CEO

Scan for

May 18, 2011

Mr. Tim Dietz
Unique Heavy Recovery
23811 N. 7th Ave.
Phoenix, AZ 85085

Dear Tim:

Please accept my sincere gratitude for your support of the benefit golf tournament at the Golf Club of Estrella on May 15, 2011. The golf tournament was held to raise funds for the 21st Annual Motor Vehicle Criminal Interdiction (MVCI) Training, Intelligence Sharing and Networking Conference which is scheduled for August 15-19, 2011, at the Renaissance Hotel and Spa in Glendale, Arizona.

Your support will provide much needed funds to defray the costs of the conference which provides valuable training to approximately 700 criminal interdiction experts from across the United States and Canada.

Your generous assistance of sponsorship, especially during these tough economic times, is greatly appreciated. You will be notified once the Annual MVCI Association receives 501 (C) (3) status so that Unique Heavy Recovery's donation may be claimed for tax purposes.

Again, I thank you for your contribution and for supporting the efforts of law enforcement.

Sincerely,

Bart Massey, Sergeant
Arizona Department of Public Safety

Subj: **SR87 MP239 S Recovery**
Date: 8/25/2011 9:34:53 A.M. US Mountain Standard Time
From: BRupp@azdot.gov
To: UNIQUEHVYRCRVY@aol.com
CC: TBloom@azdot.gov, GGentsch@azdot.gov

Tim,

Just wanted to say thanks for the good job yesterday on the trailer fire we had on SR87. The response and the equipment you showed up with made things go really well. The clean up you and your guys did looks great, even the forest service was impressed. So thanks again for the quick response, and let your guys know they did a good job. And did it safe.

Brett Rupp
Tech IV
Payson Maintenance
(928) 978-0171 Mobile
(928) 468-5077 Office
(928)474-6864 Fax

Confidentiality and Nondisclosure Notice: This email transmission and any attachments are intended for use by the person(s)/entity(ies) named above and may contain confidential/privileged information. Any unauthorized use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by email, and delete or destroy all copies plus attachments.

Subj: **Re: June 4, 2012 Wreck I-10 & Elliot**
Date: 6/5/2012 5:20:52 P.M. US Mountain Standard Time
From: AMBrandon@uspis.gov
To: UniqueHvyRcrvy@aol.com

Tim,

I spent my entire day bragging about your company. You were amazing!! I went to our vehicle maintenance facility and asked who we used for towing our bigger trucks. They said we use Shamrock. I suggested they give you a call.

Your men were so respectful and extremely hard working. Please express my appreciation to all of them. Each and every one of those packages were important to someone and your company made their best effort to collect each one.
I will definitely spread the word about Unique.

Thank you all so much!!

P.S. Thanks for the hospitality...the fries were delicious.
Andrea Brandon-From Blackberry

From: UniqueHvyRcrvy@aol.com [mailto:UniqueHvyRcrvy@aol.com]
Sent: Tuesday, June 05, 2012 07:01 PM
To: Brandon, Andrea M - Phoenix, AZ
Subject: June 4, 2012 Wreck I-10 & Elliot

Andrea,

It was a pleasure working with you on last night's accident scene. I understand it was a new experience for you.

Our company is staffed and equipped to do just what you witnessed last night. We go statewide for our customers and law enforcement requests. We will gladly service your requests or contracted carriers requests 24/7.

If anyone has any questions about our company, please call me at the number below.

Sincerely,

Tim Dietz
Unique Heavy Recovery
Phone: 623.582.6100
Fax: 623.582.1012

ANDREA BRANDON
POSTAL INSPECTOR
PHOENIX DIVISION / RIO SALADO DOMICILE

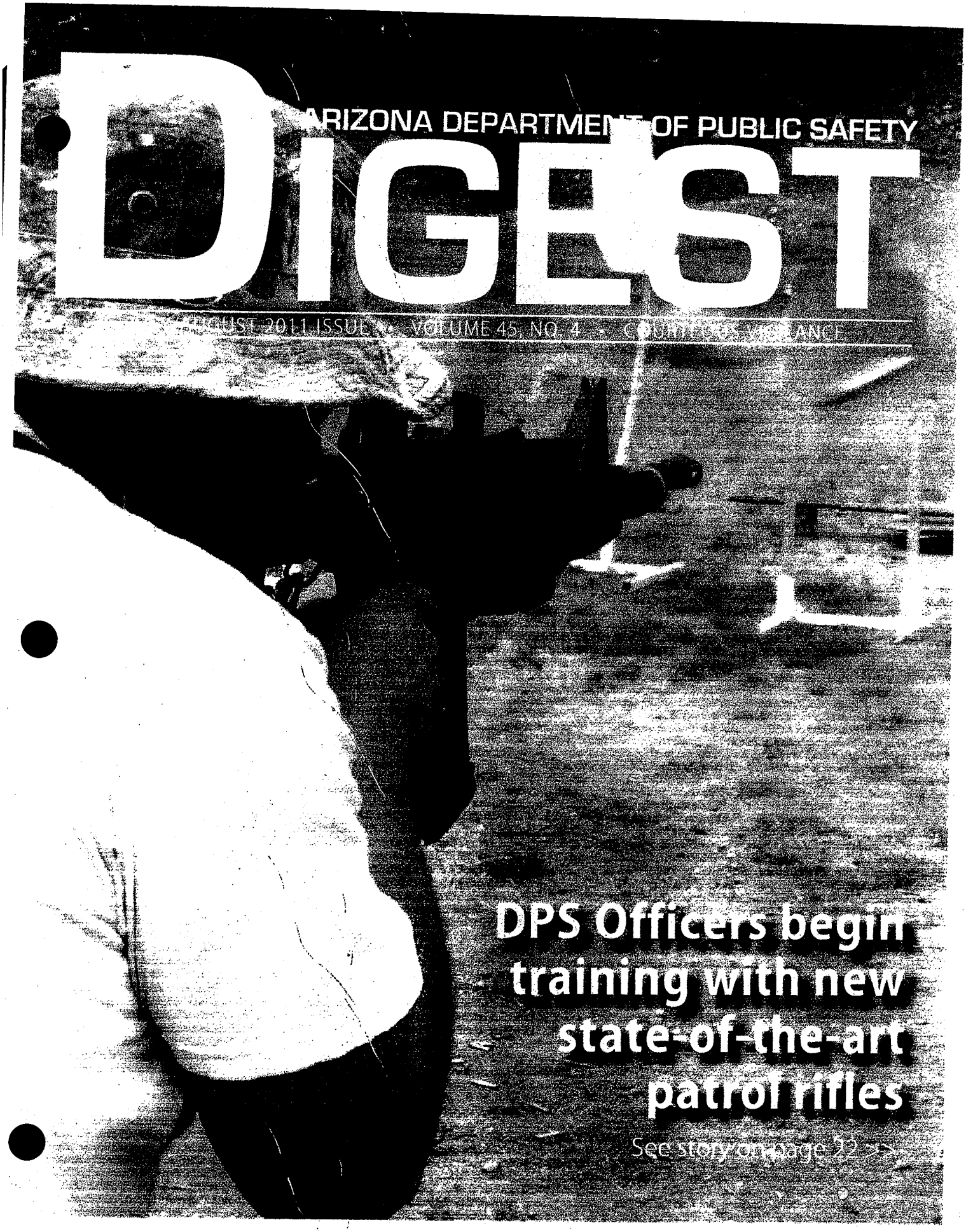
U.S. POSTAL INSPECTION SERVICE
PO BOX 20666
PHOENIX AZ 85036-0666
TEL: 602-223-3271
FAX: 602-258-1705
EMAIL: AMBRANDON@USPIS.GOV

www.usps.com

ARIZONA DEPARTMENT OF PUBLIC SAFETY

DIGEST

AUGUST 2011 ISSUE | VOLUME 45, NO. 4 | COMMITMENT, VIGILANCE



DPS Officers begin training with new state-of-the-art patrol rifles

See story on page 22 >>

The Digest is published bi-monthly by the DPS Community Outreach and Education Program for DPS employees and retirees.

Employees and retirees are invited to submit story ideas or stories for publication. Stories or story ideas may be submitted to The Digest by mail (mail drop 3350), e-mail (jjertson@azdps.gov) or telephone (602-223-2545).

Robert C. Halliday, Director

Jim Jertson, Publications Editor
jjertson@azdps.gov

Kellen Chavez
Publications Support Specialist
kchavez@azdps.gov

The Digest can be accessed directly from the DPS World Wide Web home page at http://www.azdps.gov/digest

The Arizona Department of Public Safety is an Equal Employment Opportunity Agency.

VANTAGE POINT

Robert C. Halliday, Director

Five and a half years ago, our agency celebrated a landmark milestone - the 75th Anniversary of the establishment of the Arizona Highway Patrol.

While the agency has grown exponentially since those early days, especially with the official creation of DPS in 1969, 2006 was a special time of remembrance and tribute to those who helped lay the foundation for everything this Department has become.

In February of next year, on Valentine's Day more specifically, Arizona will celebrate a milestone of 100 years as a state.

Prior to Feb. 14, 1912, Arizona spent nearly 49 years as a U.S. territory and was the 48th state to be established, and the last of the mainland states.

Since then, Arizona has grown steadily and is the 16th most populated state in the nation. As an aside, Phoenix is the 6th largest city in the nation and Maricopa County is the fourth largest county in the country.

As a state-level law enforcement agency, DPS employees, both sworn and civilian, have a special responsibility to the Arizona population everyday they come to work.

Entering its 100th year as a state, the Arizona Centennial celebration will span many months leading up to and through February of next year honoring everything Arizona has come to stand for in its existence.

At the site, www.az100years.org, there is an extensive compilation of state facts as well as a comprehensive calendar that details every special event that will take place as part of the Centennial celebration.

It is easy to get caught up in the everyday grind of the workplace and forget everything that comes with being state employees.

I would encourage you to spend some time looking at the calendar of Centennial celebration events in the coming months and take some time to enjoy the things in Arizona you spend your days protecting.

Letters

Dear Director Halliday:

I would like to extend my sincere appreciation on behalf of the Yuma Sector Border Patrol and the Rojas and Clark families for all the time and effort your office dedicated to us in the wake of the deaths of Border Patrol Agents Rojas and Clark.

Our agents commended your officers for their assistance in the planning and coordinating of all the duties and events surrounding the funerals and memorial service.

Your department assisted in a variety of ways including having the lead role in the motorcade processions between Yuma and El Paso. These contributions played an integral role in allowing us to pay due diligence in the area of tribute to our agents.

In a law enforcement family, the loss of one of our own in the line-of-duty is always a test of our mettle. I believe we rendered proper honors to our fallen.

In doing so, we leave unquestioned, the extent of our resolve to honor the sacrifices made by our agents for this country. Thank you for helping us do this for Agents Rojas and Clark.

Please offer my commendation and gratitude to your Honor Guard Officers Michael Leifeste, Eddie Simpson and Neil Williamson for their efforts during the memorial service.

Again, thank you on behalf of the Clark and Rojas families, and the men and women of the U.S. Border Patrol.

Stephen Martin
Chief Patrol Agent
U.S. Customs and Border Protection, Yuma Sector

Dear Director Halliday:

On April 1, 2011, at 3:46 a.m., our dispatch center received a call from your agency informing us that a cattle truck had rolled over on southbound Interstate 17 at milepost 250, over the embankment.

"In a law enforcement family, the loss of one of our own in the line-of-duty is always a test of our mettle. I believe we rendered proper honors to our fallen."

In our opinion, this six-mile stretch of downhill travel through the mountains is one of the most dangerous in Arizona. Our heavy wrecker driver from north Phoenix was dispatched and was the first on-scene from our organization.

As soon as he arrived, he surveyed the wreck and determined what equipment would be needed.

He realized the challenge was way beyond the capabilities of one heavy wrecker and one operator. He then called me, the company scene supervisor, who coordinates all additional equipment and personnel needed at a scene.

In his conversation he stated, "I think we can save some of the livestock if we act quickly."

As I approached the wreck site, I saw numerous Highway Patrol personnel, Arizona Department of Transportation (ADOT) officials, and a crew and officials of the Arizona Livestock Board.

After a quick survey with my heavy wrecker driver, we jointly determined that we could lift and winch the trailer simultaneously up the embankment to level ground to facilitate unloading the livestock.

A "meeting of the minds" lasted just a minute. Time was of the essence for the surviving cattle. Every group had its own assignment.

The Highway Patrol and ADOT crews provided traffic control and secured the site for all workers' safety. The livestock officials called upon local ranchers who brought a half dozen horses and riders along with portable fence panels to contain the cows on this steep downhill grade of mountainous roadway.

While the horseback riders, ADOT crew, livestock officials and Highway Patrol officers set up a perimeter fence at the end of the rolled over trailer, the wrecker crews positioned their truck rigs and got ready to start the pull up the embankment.

The cattle hauler took out about 600 feet of guardrail and posts near the right lane and the concrete k-rail had been the barrier against the mountain off the left lane. This left very little room for wreckers to maneuver and set up for the winching process.

Since the bulk of the weight had settled on the downside of the trailer, the wrecker crew's goal was to bring it up slowly to preserve what was left of the passenger side and roof. Hopefully, this technique would prevent any cows from falling over a 300-foot canyon wall.

One wrecker rigged a strap around the trailer to hold it in place with the second winch to assist the pull up hill. A second wrecker had both cables affixed to the frame and tandem axles. The first at-

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tempt to lift and pull snapped two half-inch chains. An immediate re-rig of heavier chains took place and the winching process resumed.

When the trailer was on level ground, all livestock personnel, horsemen, Highway Patrol officers and ADOT crews were in position to open the doors and release the animals that survived. Not so quick.

The doorframes were bent and the roll-up style doors would not budge. The lead heavy wrecker driver, our first responder, ran to his truck and secured a chop saw grinder and went to work cutting the door.

Another heavy operator secured cutting torches (standard equipment in our heavy trucks) and began to assist in opening the door. The work was being done at a frantic pace in order to free the remaining livestock that survived.

As the door was opened, several cows exited at a slow walk. They were severely stressed and walked with a wobble next to the horseman into the holding pens. Several dead cows had to be winched out of the trailer to make room for the survivors to pass.

After loading the survivors in local ranchers' stock trailers and removing the fence panels, the highway was opened for one lane of traffic. This allowed recovery crews to begin the livestock transfer of dead cows from the damaged trailer to another transport.

All heavy duty towing companies need to know that the Waste Management Bagsters advertised on television make great livestock body bags and wreck site removal containers.

While the livestock roundup and transfer of perished cows came to a conclusion, heavy wreckers moved into place to end roll the tractor and trailer. The highway's one-lane traffic was again shut down briefly during the up-righting process to prevent any danger of flying debris.

The tractor-trailer combination was removed from the wreck site to allow cleanup personnel to apply absorbent for the light petroleum spills and livestock body fluids.

The unit hauling the carcasses in bags went straight to the regional landfill at the direction of the Arizona Livestock Board official and the wreckage was towed to our north Phoenix Law Enforcement Impound Facility.

"Another heavy operator secured cutting torches (standard equipment in our heavy trucks) and began to assist in opening the door. The work was being done at a frantic pace in order to free the remaining livestock that survived."

Unique Heavy Recovery is the largest heavy-duty service provider for the Arizona Department of Public Safety. The company prides itself in having the knowledgeable ownership, management, experienced personnel and diversified fleet of equipment to handle the challenges it faces daily.

Unique Heavy Recovery would like to recognize and thank the following entities and individuals who made up the team who safely and successfully completed this task: DPS Highway Patrol Division, ADOT, Arizona Livestock Board Officials, Rangers and Ranch Hands, Waste Management Northwest Regional Landfill, Unique Heavy Recovery and the news media.

Tim Dietz
Unique Heavy Recovery
Phoenix, AZ

Dear Director Halliday:

This letter is written in praise of DPS Officer Neil Osborn, whom I had the honor of meeting on May 5, 2011, under difficult circumstances.

Following a most difficult year in 2010, my family and I are in the process of rebuilding from the bottom up financially, and because of this we slashed our budget to the bone following my husband's lay off in July 2010.

In part due to these circumstances I found myself at a complete loss on May 5. While traveling from Phoenix to Tempe on what was supposed to be a quick errand I heard a thud followed by another awful noise.

I was en route via the I-10 and broke down right where the onramp to the I-17 connects. The sound was that of not only a flat tire but also a tire that had come off straight to the rim.

Because we have AAA insurance we are compelled by Auto Club Company Policy to also purchase their AAA card for emergency roadside service. It turns out that because the car only has my husband's name on it, I am not entitled to use the card.

Please understand that it only took AAA a half hour to figure this out and that culminated in the depletion of my available cell phone minutes. My only recourse was to use my cell phone to contact 911 who then connected me with DPS.

In closing I want to thank you for having such a nice, helpful and courteous officer in your service and I am blessed to have made his acquaintance. He was not only a gigantic help to me by putting himself in harm's way while changing my tire, but a comfort as well when I found myself in a most uncomfortable situation.

Bonnie Standard
Peoria, AZ

Milius . . .

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Show Low/White Mountain area.

During the past year, for example, Milius conducted 767 violator stops, investigated 34 collisions, and inspected 26 commercial vehicles.

He also made 41 arrests (36 of which were made for driving under the influence).

Milius also holds specialty certifications in the areas of Field Training, RADAR Instruction, Field Sobriety Testing Instruction, Drug Recognition Expert Instruction, Collision Investigation Reconstruction and Law Enforcement Phlebotomy.

"Patrolman Dennis Milius is a very valuable asset to the Department of Public Safety and the White Mountain community," reads his award-winning nomination for Elks Lodge #2090 Officer of the Year.

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REQUEST FOR PROPOSAL RFP 13-006 (RMC)

General Police Towing Services

PROPOSAL SUBMITTED TO:

CITY OF PHOENIX
Finance Department
Procurement Division
Calvin Goode Building
251 W. Washington Street, 8th Floor
Phoenix, Arizona 85003

September 14, 2012 2:00 P.M.