



**CITY OF PHOENIX
Purchasing Division**

**REQUEST FOR QUOTATION-REQUIREMENTS CONTRACT
RFQ 14-080 (JL)**

STATE FAIR TOWING - REQUIREMENTS CONTRACT

**CONTACT PERSON
Janet Lee
Senior Buyer
602-262-4756
janet.lee@phoenix.gov**



SECTION II - STANDARD TERMS AND CONDITIONS

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

1. INTRODUCTION

The City of Phoenix invites to quote **STATE FAIR TOWING SERVICES** for a one-year period commencing on or about June 1, 2014, in accordance with the specifications and provisions contained herein.

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.

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:

A. 968-90 Vehicle Towing and Storage

3. VENDOR SELF REGISTRATION

Any Offeror that is recommended for contract award resulting from this solicitation must be registered in the City's on-line Vendor Management System (VMS) prior to issuance of a contract award or purchase order. Access to the VMS for registration purposes is available at <http://bizopps.phoenix.gov>. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in VMS within three (3) business day following award notice.

4. SCHEDULE OF EVENTS

Bid Due Date:	<u>Friday, May 16, 2014 at 2:00 p.m.</u> Local Arizona Time
Bid Submittal Location:	Calvin Goode Building 251 West Washington Street, 8 th Floor Phoenix, AZ 85003
Buyer Email:	janet.lee@phoenix.gov
Buyer Fax:	602-534-6024

Written Inquiries Due: Friday, May 9, 2014 at 9:00a.m.

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

NOTE: Refer to Additional Conditions of Purchase. All City of Phoenix Standard Terms and Conditions located at <http://phoenix.gov/business/contract/opportunities/goods/index.html> apply.



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1. **INQUIRIES**

All questions that arise relating to this solicitation shall be directed in writing to:
Janet Lee
City of Phoenix, Finance Department
251 W. Washington Street, 8th Floor
Phoenix, Arizona 85003

To be considered, written inquiries shall be received at the above address by Friday, May 9, 2014, 9:00AM local Arizona time. Written inquiries may be emailed to janet.lee@phoenix.gov. Inquiries received will then be answered in an addendum.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of proposals. All questions concerning or issues related to this solicitation shall be presented **in writing**.

2. **STATEMENT OF ABILITY AND PAYMENT SURETY REQUIREMENT**

Offerors should submit **with the solicitation** a letter from a bonding or insurance company stating that the Offeror can qualify for and procure the performance and/or payment surety required in this solicitation. Submittals 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.

3. **PERFORMANCE SURETY REQUIREMENTS**

A performance surety in the amount of \$50,000.00 shall be provided by the Contractor immediately after notice of award. The City of Phoenix 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 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.

4. **PRICE**

All prices submitted shall be firm and fixed for the initial one (1) year contract period. 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 from the Contractor confirming the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to RFQ 14-080 Janet Lee, 251 West Washington Street, Phoenix, AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director.

5. **AWARD**

Award will be made on an "all or none" basis. Submittal prices must be shown for each item listed. Solicitations submitted without individual item prices listed will be considered as non-responsive and rejected.



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6. **METHOD OF ORDERING (CONTRACT ORDER RELEASE)**

Individuals specifically authorized by the Deputy Finance Director, Procurement Division, 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. Invoices, packing slips, and delivery tickets must contain the City COR number. A written purchase order will not be issued.

7. **METHOD OF INVOICING**

Invoice must include the following:

- A. City purchase order number, requisition number, or contract agreement number.
- B. Items listed individually by the written description and part number.
- C. Unit price, extended and totaled.
- D. Quantity ordered, back ordered, and shipped.
- E. Applicable tax.
- F. Invoice number and date.
- G. Requesting department name and "ship-to" address.
- H. Payment terms.
- I. FOB terms.

8. **METHOD OF PAYMENT (CONTRACT ORDER RELEASE)**

Payment to be made from Contractor's invoice, a copy of the signed delivery slip, submitted to cover items received and accepted against the contract order release. Invoices must contain the COR number. The invoice shall be included with each delivery or promptly mailed directly to the ordering department.

9. **INDEMNIFICATION:**

(VEHICLE-TRANSPORT-STORAGE-REPAIR)

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix 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.

INSURANCE REQUIREMENTS:

Contractor and 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.



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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 at least as broad and with limits 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.

Garage Liability (General Liability) - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

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

Garage-keepers Liability:

Each Auto	\$100,000
Each Occurrence	\$1,000,000

Automobile Liability including bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit	\$1,000,000
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The policy shall be endorsed to include Garage-keepers Liability coverage.

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".

The policy shall be endorsed to include coverage for towing. Towing services are included in the scope of services in the Contract and/or part of the normal operations of the Contractor.

Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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.



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ADDITIONAL INSURANCE REQUIREMENTS: The 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, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed to City of Phoenix Finance Department, Purchasing 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.



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10. **SECURITY INQUIRES**

Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City of Phoenix. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

11. **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 contract.

12. **OPTION TO EXTEND**

The City may, at its option and with approval of the Contractor, extend the period of this contract up to two (2) additional year(s), in increments of up to one year.

13. **SUSPENSIONS OF WORK**

Finance Procurement Division and the project manager reserve 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.

14. **COMMUNICATION IN ENGLISH**

It is mandatory that the Contractor's lead person assigned to any City's facility be able to speak, read and write in English in order to communicate at the site contact.

15. **PERFORMANCE INTERFERENCE**

Contractor shall notify the City's project manager 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.

Department Contact: Patti Rea
Phone: 602-534-0320
Email: patti.rea@phoenix.gov

CONTRACT PERFORMANCE

Offeror shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Offeror.

The Offeror will have two (2) hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its



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satisfaction and shall deduct the cost to cover from any balances due or to become due the Offeror. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

16. EQUIPMENT/SAFETY

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

17. RIGHT-OF-WAY MANAGEMENT PROGRAM

Pursuant to Phoenix City Code, Article XV and revised on September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program as outlined below and on City of Phoenix website <http://phoenix.gov/streets/traffic/index.html> .

Plan Components:

- A. Certification: Agencies wanting to set and/or remove temporary traffic control devices must go through an annual training program. Call (602)534-5369 to register for training.
- B. Impound Authority: City has authority to remove and store traffic control devices in emergency situations or as a last resort if the owner will not pick them up.
- C. Civil Sanctions for temporary traffic control violations:

Civil Sanction	Violation Description
\$1,500	Presents imminent risk of injury or death to the public within right-of-way(ROW)
\$1,000	Restricting right-of-way(ROW) without proper certification or Temporary Use Permit
\$1,000	Restricting traffic during peak traffic hours without authorization
\$1,000	Failing to correct violation
\$1,000	Unnecessarily restricting traffic at signalized intersections without active work occurring.
\$ 500	Closing sidewalk improperly OR without proper Temporary Use Permit
\$ 500	Violating the restriction limits, times and locations, of the right-of-way (ROW) Temporary Use Permit
\$ 500	Missing/improper use of advance warning signs
\$ 500	Missing/improper use of barricades



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- \$ 250 Leaving advanced warning signs facing traffic AFTER restriction has been removed
- \$ 250 Leaving traffic control devices in the right-of-way(ROW) twenty-four (24) hours AFTER permit expires
- \$ 250 Use of "Unacceptable" traffic control material
- \$ 250 Rendering a bus stop inaccessible

D. Parking Meter Fees - to take out of service: \$35 application fee & \$10 per meter per day.

18. HOURS OF WORK

All work under this contract shall be coordinated with the City's project manager. Any changes to the established schedule must have prior written approval by the City's project manager.

19. FINAL INSPECTION AND APPROVAL

The Contractor will request the City's project manager to conduct a site inspection after the project is complete. City's project manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

After the "punch-list" items have been corrected, the Contractor will request a final inspection with the project manager. Final project approval is contingent upon the City's project manager's final inspection and written approval.

20. 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 § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 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 paragraph 1.

21. EMERGENCY TWENTY-FOUR HOUR SERVICE

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



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22. **PROCUREMENT REPORTS**

Offeror shall submit reports on an as-needed basis in an electronic format acceptable to the City during the term of this contract and any extensions commencing one (1) month after start period. These reports are due five (5) days of verbal or written request. Total purchases for each division must be shown on a separate line. Report should be rounded to the nearest dollar. Offeror will provide sample forms for approval by the City.



SECTION IV - SCOPE OF WORK

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SCOPE

1. GENERAL

- 1.1 This contract is for the supply of towing service to the City of Phoenix resulting from a request by the Phoenix Police Department to relocate or remove property, typically an illegally parked vehicle, in connection with the Arizona State Fair and the surrounding property. All work performed under this contract will be pursuant to a specific request for service by a member of the Phoenix Police Department. This Contract will not be used for any purpose other than Police Department ordered tows and impoundments relating to the Arizona State Fair.
- 1.2 Contractor shall promptly comply with all lawful written instructions received from a person or company representing itself, in writing, as a representative of the owner of property towed under this contract. Acceptable evidence of representation is any statement to that or similar effect bearing the name of the representative that names the owner. A copy of this written evidence of representation shall be retained at the Contractor's place of business for ninety (90) days from the date of receipt.
- 1.3 City does not guarantee that a minimum number of tows will occur. Tow services will be requested on an "as needed" basis. The approximate number of tows in previous fiscal years for the State Fair Towing Contract is as follows:

Fiscal Year	Approximate Number of Tows
2009-10	193
2010-11	397
2011-12	349
2012-13	434
2013-14	384

- 1.4 The City will pay the contract towing and storage fees for any impounded vehicle seized by the Police Department in error.

2. SOLICITATION OF BUSINESS PROHIBITED

- 2.1 For purposes of this section, the term "Contractor," shall include any and all of Contractor's officers, managers, employees, independent contractors and agents.
- 2.2 For purposes of this section, "access" shall mean the opportunity to inspect either the interior or exterior, as applicable, of the property or to review or receive any document or electronic file containing information relating to the property.
- 2.3 In connection with any property towed pursuant to this contract, Contractor may 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. For purposes of this section, the term "tow process" shall mean the period of time beginning when the Contractor receives a request for service under this contract and ending when the property's owner or the owner's authorized agent has removed the property from the Contractor's premises or another storage location designated by the Police Department.



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- 2.4** Contractor may 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 flat fee, contingency or other arrangement, in exchange for the provision of information relating to the property, or its owner, towed pursuant to this contract. The Contractor may 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.
- 2.5** Contractor shall not perform any services, beyond the original tow of the property, relating to citizen property towed pursuant to this contract for which payment is expected without the express written consent of the citizen before the service(s) is/are performed.
- 2.6** Notwithstanding any other provision of this contract, this contract may be terminated by the City for a single violation of this section.

3. EQUIPMENT

- 3.1** At all times during the contract period, Contractor must have a minimum of five (5) tow trucks available for service. Contractor must provide heavy duty, medium duty, flatbed, and wheel lift car carrier type tow trucks to meet the needs of the contract and perform the duties in a safe and timely manner. Tow truck classifications are determined by City and State laws and DPS Tow Truck Rules and Regulations. The Police Department will indicate the number of trucks required to be at a designated staging area near the State Fair twenty-four hours prior to the opening of the State Fair on any particular day. If additional trucks are needed beyond the number requested in advance, the Police Department will first request those trucks from the Contractor. If Contractor is unable to provide those additional trucks, the City may select another towing company to serve as an alternative vendor. All additional trucks and service requested will be compensated at the standard contract rates.
- 3.2** No guarantee is made by City that five (5) trucks will be called for service for each day of the Arizona State Fair. City will use its best efforts to estimate the number of trucks required for the following day based upon judgment and experience and all available information relating to State Fair operations, including the nature of the entertainment to be offered on a particular day.
- 3.3** 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.
- 3.4** Tow trucks used to provide service shall have the Contractor's 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 communication system.
- 3.5** For bid purposes, bidders shall submit bids only if it currently owns, leases, will purchase in the name of the business entity submitting the bid, or have subcontracted for, sufficient equipment to meet the minimum equipment requirements for which a bid is submitted, as specified in this document.



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- 3.6** Bids submitted with the intention to subcontract with other towing companies for the necessary equipment to meet minimum bid specifications will only be considered if: (1) the number of subcontractors is limited to one (1) firm; (2) bidder's listed subcontractor is not listed in any other bid(s); and (3) the listed subcontractor has not submitted a bid in response to this solicitation.
- 3.7** If bidder submits a bid as a joint venture, the joint venture agreement itself is not considered to be a contractor/subcontractor arrangement between or among joint venturers.
- 3.8** All subcontracts for towing equipment and service shall include all of the terms and conditions set forth herein, which shall apply with equal force to the subcontractor, as if the subcontractor were the City's contractor. Contractor is ultimately responsible for contract performance and compliance, whether or not subcontractors are used.
- 3.9** By this contract, 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, which shall not be unreasonably withheld or conditioned. 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.
- 3.10** 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.

4. STORAGE FACILITIES

- 4.1** Contractor will tow all vehicles to a temporary storage facility designated by the City and provided by the City or State at no cost to Contractor. All vehicles towed will remain at this temporary storage facility, pursuant to Police Department direction, for approximately one (1) hour after the official closing time of the State Fair for any particular day. After this time period has passed, Contractor will remove designated vehicles at the Police Department's request to the storage facility designated by Contractor pursuant to this contract. All vehicles moved to the Contractor storage facility will be removed from the temporary lot within one hour of the Police Department's request.
- 4.2** The Contractor will provide any needed equipment at the temporary storage facility to perform the duties of this contract. At a minimum, the Contractor will provide a portable trailer, generator, secure data connections, tables, chairs, lights, restroom facilities and any other items needed to perform the duties.
- 4.3** Contractor will staff the City or State provided storage facility for purposes of payments, billing and vehicle releases with the appropriate personnel as long as this storage facility is directed by the Police Department to be open to the public. Contractor-provided towed property storage facilities shall be staffed for the purpose of contract property release or appraisal from 8:00 a.m. to 8:00 p.m., seven (7) days a week.
- 4.4** Contractor shall collect the fees and release all owner property to the customer or his agent within twenty (20) minutes of request if the owner or the owner's is present at the temporary or contractor storage facility.



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- 4.5** At all times during the contract period, Contractor shall maintain sufficient property storage facilities of its own to adequately service the 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 required to initiate the contract is one (1) acre. Additional acreage may be necessary, and the contractor will be obligated to secure, acceptable additional storage space as necessary. For bid purposes, Bidder shall only list storage facilities that it owns or leases, or for which it has an option to purchase or lease.
- 4.6** All storage facilities provided by Contractor used to fulfill any requirement of this contract shall be on record with the Phoenix Police Department and property shall not be stored at any location other than the City or State provided storage facility or Contractor storage locations on record.
- 4.7** Contractor shall maintain property storage facilities within a fifteen (15) mile radius of the Arizona State Fair. Upon contract commencement, storage areas shall have a fence at least six feet (6') in height and have minimum lighting of one-half (1/2) watt for each square foot of storage lot facility.
- 4.8** Contractor shall maintain at all times a sign posted at the public entrance of each storage facility used for contract tows, including the City or State provided storage facility, clearly listing the City of Phoenix contract tow, daily storage rates, and Phoenix City Code 36 Fee for property stored at this facility. Lettering shall be a minimum of two (2) inches in height in a color clearly contrasting with the background. All signage shall be in conformance with all applicable laws.
- 4.9** Contractor shall maintain at all times a sign posted at the public entrance of each storage facility used for contract tows, including the City or State provided storage facility, clearly stating that the payment of all fees must be made before vehicles will be released pursuant to Arizona Revised Statute § 28- 872 (H) (2). Lettering shall be a minimum of two (2) inches in height in a color clearly contrasting with the background. All signage shall be in conformance with all applicable laws.
- 4.10** Contractor shall maintain at all times a sign posted at the public entrance of each storage facility used for contract tows, including the City or state provided storage facility, stating "The Police Department may remove and impound any unoccupied vehicle of any kind or description found violating any provisions of the Phoenix City Code, or any of the ordinances of the City of Phoenix or the laws of the State of Arizona regulating the standing or parking of vehicles". Lettering shall be a minimum of two (2) inches in height in a color clearly contrasting with the background. All signage shall be in conformance with all applicable laws.

5. STORAGE FACILITIES

- 5.1** Contractor shall not move property from the storage facility of record for a period of fourteen (14) calendar 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) calendar 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. 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 owner's authorized agent for purposes of removal from a storage lot, when the property is claimed by the owner or the owner's authorized agent.



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- 5.2** Contractor shall provide access to all towed property to the owner or the owner's authorized agent within thirty (30) minutes of request or at the time of vehicle relocation, whichever is earlier, for purposes of document or personal item removal, if the vehicle is located at the City or State provided storage facility.
- 5.3** Contractor shall provide access to all towed property to the owner or the owner's authorized agent within thirty (30) minutes of request for purposes of document or personal item removal if the owner or the owner's agent is located at, or arrives at, the Contractor storage facility between the hours of 8:00 A.M. and 8:00 P.M. on any calendar day except the following holidays: New Years Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- 5.4** There shall be no open lot fee charged by Contractor for releasing property as provided in this section, even if the property storage is not Contractor's regular place of business.

6. CONTRACTOR SERVICES:

- 6.1** 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.
- 6.2** Contractor shall provide towing services twenty-four (24) hours a day and every calendar day of the year.
- 6.3** Contractor must respond to all requests for the tow of abandoned or impounded property and cannot refuse to tow certain property.
- 6.4** 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 A.D.O.T.
- 6.5** 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 to Contractor's cost of applying for abandoned vehicle title.
- 6.6** 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, one (1) hour before the services are performed.
- 6.7** Contractor will provide the equipment needed to spray water and wet down the temporary storage lot. Contractor will perform this duty on a daily basis before the opening of the lot for the particular day.
- 6.8** Contractor will provide a vinyl sign stating "State Fair Impounded Vehicles" with an arrow pointing to the left. The sign will be no smaller than ten (10) feet in length by three (3) feet in height and will be secured to the fence before opening hours each particular day. The Contractor will remove the sign after the temporary lot has closed for the particular day. Contractor will be responsible for storing and securing the sign. The lettering on the sign will be no smaller than fifteen (15) inches in height in a color clearly contrasting with the background.



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7. SAFEKEEPING OF PROPERTY

- 7.1 Contractor shall be responsible for the safekeeping of all property that comes into its possession pursuant to this contract. As a part of this safekeeping, 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, 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.
- 7.2 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.
- 7.3 Notwithstanding any other provision of this contract, the removal of property from a vehicle or other property towed pursuant to this contract by Contractor, or any other person acting with the permission, express or implied, of Contractor, without the express permission of the vehicle's or the property's owner, or the owner's authorized agent, is a serious and material breach of this contract and shall be grounds for immediate termination of this contract. 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.
- 7.4 Notwithstanding any other provision of this contract, any act on the part of Contractor to disable, or further disable, property towed pursuant to this contract by Contractor, unless done in specific furtherance of an obligation imposed on Contractor by this contract, is a serious and material breach of this contract and shall be grounds for immediate termination of this contract. 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 act to disable, and regardless of the purpose for the act to disable.
- 7.5 Notwithstanding any other provision of this contract, the intentional act of Contractor to reduce the value of, or to lessen the cosmetic appearance of, property towed pursuant to this contract, without the express written permission of the property's owner, or the owner's authorized agent, is a serious and material breach of this contract and shall be grounds for immediate termination of this contract. 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 act identified herein, and regardless of the purpose for the act identified herein. This provision shall not apply to the natural operation of time or the elements on the condition of the property.
- 7.6 For purposes of this section, the term "Contractor," shall include any and all of Contractor's officers, managers, employees, independent contractors and/or agents.



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8. CONTRACTOR PERSONNEL

- 8.1 Contractor shall provide professional, polite and sufficiently qualified personnel to service the contract. Valid complaints will constitute a violation of this contract and will subject Contractor to the liquidated damages described herein.
- 8.2 All 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.
- 8.3 Contractor cannot subcontract for tow truck driver labor services unless a form SS-8 has been filed with the IRS and the IRS has determined that tow truck driver position qualifies as that of an independent contractor. The Contractor shall be in full compliance with Circular E, Employers Tax Guide of the Internal Revenue Service Department and in full compliance with all State of Arizona Worker's Compensation insurance regulations. Any bids submitted with the intention of subcontracting tow truck driver labor service must submit a completed IRS SS-8 form that has been so approved by the IRS.
- 8.4 Contractor shall promptly provide a supervisor to the scene of a tow at City's request.
- 8.5 Contractor shall ensure that at least one (1) person assigned to the temporary storage facility and Contractor storage facility responsible for interfacing with the public, be able to speak, read and write in English and Spanish in order to communicate with all City personnel, the citizen or the citizen's authorized agent.
- 8.6 All contractor personnel will have identification on their persons, clearly visible and identifying them as employees of the Contractor.

9. SERVICE RECORDS

- 9.1 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. Location to which the property was taken.
 - C. The date and time of the tow.
 - D. Police Department Incident Number.
 - E. Make, model, and year of the property.
 - F. License plate number and State issued.
 - G. Vehicle identification number or serial number.
 - H. Signature and serial number of Police Department employee authorizing service.
 - I. Name and signature of individual or authorized agent to whom the property was released, or pursuant to whose instructions the property was disposed of.
 - J. Total charges to date.
 - K. Contractor invoice number.
- 9.2 If it should be determined that a vehicle was impounded under an incorrect 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 will immediately notify the



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Phoenix Police Department Code Enforcement Unit by facsimile or electronic transmission of the correct VIN ascertained through the audit, inspection or otherwise.

10. BILLING AND PAYMENTS

- 10.1** The hourly rate per truck for standby and service is to be billed in increments of the nearest quarter hour. Billing is to begin when the truck reaches the staging area or the time designated by the Police Department for staging to begin, whichever is later. Billing will end when the truck is released from service by the Police Department. Any truck released from service before the passage of two (2) hours will be paid for two hours.
- 10.2** Charge will be made by Contractor to the customer for tow and release of the vehicle at the City or State provided storage lot. Contractor will not charge if the vehicle is hooked but the tow is cancelled by a Phoenix Police Department representative before the vehicle is moved from its location.
- 10.3** Charge will be made by Contractor to customer for tow and release of the vehicle at Contractor's storage facility. Any vehicle that is towed to the City or State provided storage facility and then re-towed to the Contractor's storage facility is to be charged the tow, re-tow and storage rates only.
- 10.4** Charge will be made by Contractor for storage at Contractor's storage facility per day. Property that has reached the storage location may be charged for one (1) day's storage, regardless of the amount of time that the property remains 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.
- 10.5** After hours gate fee: This fee is the charge for granting access to Contractor's storage location to a customer who arrives outside of the lot staffing hours established in the "Storage" section of this contract.
- 10.6** 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 1/2 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.
- 10.7** 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.



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- 10.8** Contractor shall submit all invoices electronically to: Phoenix Police Department, Code Enforcement Unit, 1717 East Grant Street, Suite 100, Phoenix, Arizona 85034 or patti.rea@phoenix.gov and impound@phoenix.gov. Contractor shall invoice the City within thirty (30) days of date service is provided and the City will pay all legitimate, authorized bills within sixty (60) calendar days from receipt of an acceptable invoice.
- 10.9** Invoices must contain: 1) the clearly-legible name and serial number of the Police Department employee authorizing the service; 2) the full name, employee ID number, if any, of the driver providing service and his or her truck number; 3) the arrival time of each truck at the staging area stated to the nearest quarter hour and the time that each truck was released from service by the Police Department stated to the nearest quarter hour; 4) the statement "State Fair"; and 5) the Contract and SAP numbers.
- 10.10** Contractor is fully responsible for assuring 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.
- 10.11** 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 not promptly notifying the property owner of the recovery. In these instances only, the Police Department will be responsible for payment of any towing and storage charges.
- 10.12** The City will publish the contracted towing rates on the Phoenix Police Department Web page for the convenience of City of Phoenix residents.
- 10.13** The vendor must accept, at a minimum, cash, Visa and MasterCard debit and credit cards as method of payment for towing and storage fees.
- 10.14** The fees listed on the bid price schedule are the only fees to ever be charged. No other charges are to 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 Purchasing Office, which will cover one 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.
- 10.15** Contractor is to collect the impoundment fee of Phoenix City Code (P.C.C.) § 36-8(G) in the amount of \$104.50 at the time of property release. This fee is to then be paid to the City of Phoenix with a written accounting. The written accounting must include the Contractor's invoice number, Vehicle Identification Number, impound date, fee collection date, amount collected, and payment type (e.g. cash, check, credit card). Payments are to be made to the City each Thursday for fees collected during the preceding week; the week is defined as Monday through Sunday. The police officer must note the applicability of the P.C.C. 36 fee on the City of Phoenix



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Vehicle Removal Report before the Contractor can collect the fee. The fee is to be paid by the person claiming the towed vehicle.

- 10.16 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.
- 10.17 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 for any unclaimed vehicle when the Contractor is awarded abandoned title to the vehicle.
- 10.18 Contractor will not charge for dry runs. Dry runs are defined as a request for a tow from a Phoenix Police Department representative, where the tow is cancelled before the vehicle is hooked, or before the vehicle is hooked and towed to the temporary City or State provided lot.

11. REPORTING

- 11.1. Contractor shall make available to the Phoenix Police Department Code Enforcement Unit, for viewing in electronic format, each tow invoice and vehicle removal report signed by a Police Department employee within twelve (12) hours after the tow has been completed.
- 11.2. Contractor shall provide an electronic report (Excel) of the vehicles towed during the previous day. The report will be due no later than 8:00 a.m. the next business day. The report will include all vehicles towed from the particular day's opening hour until the particular day's closing. The report must include the following information:
 - A. ID Number
 - B. Contract Number
 - C. Storage Report Number
 - D. Police Department Request Date
 - E. Police Department Request Time
 - F. Tow Arrival Date
 - G. Tow Arrival Time
 - H. Vehicle Year, Make, Model, and Vehicle Identification Number (VIN)
 - I. Precinct
 - J. Towed To Location
 - K. Type of Tow

Contractor will submit the reports in an Excel format approved by the Phoenix Police Department. Dates will be in yyy-mm-dd format and times will be in hh:mm format. Contractor will email all reports to patti.rea@phoenix.gov and impound@phoenix.gov.

- 11.3 Contractor shall provide an electronic report (Excel) of the vehicles released during the previous day. The report will include those released at the temporary City or State provided lot and those released at the Contractor's storage lot. The report must include the following information:
 - A. ID Number
 - B. Contract Number
 - C. Storage Report Number
 - D. Vehicle Year, Make, Model, and Vehicle Identification Number (VIN)



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- E. Precinct
- F. Impound Date
- G. Release Date
- H. Name of person property was released to
- I. Billing Level Number
- J. Amount paid for tow
- K. PCC 36 Fee Paid Amount

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. Contractor will submit the reports in a format approved by the Phoenix Police Department. Dates will be in yyy-mm-dd format and times will be in hh:mm format. Reports will be emailed to patti.rea@phoenix.gov and impound@phoenix.gov.

- 11.4** For tows in which the vehicle was not released within 10 days after the date of tow, Contractor shall submit a weekly report in electronic format to the Phoenix Police Department Code Enforcement Unit that includes, for all tows in this category, the following information:

- A. Storage Report Number
- B. Vehicle Year, Make and Model or Property Year, Make and Model (as available)
- C. Vehicle Identification Number (VIN) or Property Serial Number (as available)
- D. City equipment number (as available)
- E. Precinct
- F. Impound Date
- G. Whether a Department of Motor Vehicle Abandoned Vehicle Report was filed pursuant to A.R.S. § 28-4838 and, if so, on what date.

For purposes of this subsection, a week shall run from Sunday through Saturday and the report shall be due no later than 5:00 p.m. on the following Friday.

- 11.5** 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 electronically to the Department Contact Person later than 6:00 a.m. each weekday. Reports will be sent to patti.rea@phoenix.gov and impound@phoenix.gov Phoenix Police Department personnel will perform the inspections and provide the completed MVD Abandoned Vehicle Report to the Contractor.

12. CONTRACT VIOLATIONS:

- 12.1** 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.
- 12.2** Unless otherwise provided in this Contract, Contractor may accumulate up to 25 violations per year.
- 12.3** 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



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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.

- 12.4** 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.



SECTION V - SUBMITTAL

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Please submit one (1) copy of the Submittal (Section V). Please submit only Section V, do not submit a copy of the entire RFQ document. This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

1. ALL OR NONE BID PRICE SCHEDULE AND DELIVERY SCHEDULE

Note: 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.

Table with 3 columns: Item No., Description, Total Price Excluding Tax. Rows include: 1. Truck Standby and Service, 2. Customer Charge for Tow and Release (City / State Facility), 3. Customer Charge for Re-Tow and Release (Contractor Facility), 4. Storage Charge, 5. After Hours Gate Fee, 6. Supervisor Charge.

2. PAYMENT TERMS

Contractor offers a prompt payment discount of ____% ____ 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.

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.

3. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name _____
Telephone Number _____
Alternate Contact _____
Telephone Number _____



SECTION V - SUBMITTAL

**CITY OF PHOENIX
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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 solicitation and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

THE VENDOR MANAGEMENT SYSTEM ID NUMBER.
OFFEROR MUST BE IN COMPLIANCE AT THE TIME OF AWARD
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND/OR REJECTED

<p>Enter Vendor Management System ID Number</p> <p style="text-align: center;">→</p> <p>ID number can be located by signing on at http://bizopps.phoenix.gov</p>	
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Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any of the other offerors or potential offerors.

Authorized Signature

Date

Printed Name and Title

Company Name

Address

City, State and Zip Code

Telephone Number

Company's Fax Number

Company's Toll Free #

Email Address

Company Name _____

Solicitation Due Date: **Friday, May 16, 2014 @ 2:00PM**

Solicitation No. RFQ 14-080 (JL)



SECTION V - SUBMITTAL

**CITY OF PHOENIX
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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 the 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._____. 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
Ed Zuercher, City Manager

City Clerk

James Scarboro, Deputy Finance Director

Approved as to form this 14 day of September, 2006

Awarded this _____ day of _____, 2014.

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.