

SERIAL 15053 S MCSO ROTATIONAL TOWING AND STORAGE SERVICES

DATE OF LAST REVISION: June 21, 2016 CONTRACT END DATE: March 31, 2018

CONTRACT PERIOD THROUGH MARCH 31, 2018 ~~2016~~

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **MCSO ROTATIONAL TOWING AND STORAGE SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 30, 2015**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

JG/at
Attach

Copy to: Office of Procurement Services
 Walter Duncanson, MCSO
 Amie Bristol, MCSO
 John Shamley, MCSO

(Please remove Serial 13062-S from your contract notebooks)

[15053-Award Matrix](#)

FEE & SALES SPLIT SCHEDULE

ROTATIONAL TOWING AND STORAGE SERVICES PRICING: THE FEE SCHEDULE DETAILED BELOW ARE THE ONLY ALLOWABLE RATES AND RATE CLASSIFICATIONS ALLOWABLE FOR BILLING TO THE PUBLIC OR THE COUNTY UNDER THIS AGREEMENT.

SERVICE TYPE	LIGHT DUTY	MEDIUM DUTY	HEAVY DUTY	4X4 RECOVERY
1.1 Call out/hook-up/ clean –up (prorated every 15 minutes)	\$75 Per Tow Hour	\$110 Per Tow Hour	\$235 Per Tow Hour	\$135 Per Tow Hour
1.2 Mileage- Loaded	\$4.00 per mile	\$5.00 per mile	\$6.00 per mile	Varied as per Class of Tow
1.3 Off-Road Recovery	\$70 per tow	\$70 per tow	\$70 per tow	\$125 per tow
1.4 Stand By	\$40 Per Hour or \$20 Per Each 30 Minutes with no Activity			N/A
	During 4x4 Recovery (No Stand By Time)			
1.5 Water Recovery	\$50 Partial Submersion or \$100 Total Submersion per Tow			
1.6 Winching to Upright or Over 75 Feet of Cable Required	\$50 per tow	\$75 per tow	\$110 per tow	Varied as per Class of Tow
1.7 After-Hours Access to or Release of Vehicle	\$25 Per Vehicle			
1.8 Daily Storage	(After 12:00pm) following the First 24 Hours of Storage Light Duty \$25 Per Day (No charge for 1 st 24 hour in the Yard) Medium Duty \$35 Per Day Heavy Duty \$50 Per Day			
1.9 30 Day Hold (ARS 28-3512)	\$15 per day, including any time the vehicle remains in storage after the end or the thirty (30) day impoundment period.			

THE SALES SPLIT SCHEDULE BELOW SHALL BE APPLIED TO ALL PROCEEDS GAINED FROM SALE OF PROPERTY PURSUANT TO A.R.S. § 28 – 3511.

	Item	Percent of Sales Split
A	Auction Sales Split Percentage of auction sales proceeds to be shared with Maricopa County	10%
B	Disposal Sales Split Percentage of disposal sales proceeds to be shared with Maricopa County	10%
C	Other Sales Split Percentage of any other form of sales proceeds to be shared with Maricopa County	10%

EFFECTIVE 4/1/2016: CONTRACTORS ARE ALLOWED TO ASSESS A FEE OF NO MORE THAN TWO (2) PERCENT ON ALL PUBLIC TRANSACTIONS PAID FOR BY CREDIT OR DEBIT CARD. THIS FEE DOES NOT APPLY TO ANY TRANSACTIONS PAID FOR BY THE COUNTY.

A SECURE TOWING LLC, 3406 W MINERAL BUTTE DR, SAN TAN VALLEY, AZ 85142

AWARDED ZONE: QUEEN CREEK

COMPANY NAME: A SECURE TOWING LLC
 DOING BUSINESS AS (DBA) NAME: ALL SAN TAN VALLEY TOWING
 MAILING ADDRESS: 3406 W MINERAL BUTTE DR
SAN TAN VALLEY, AZ 85142
 REMIT TO ADDRESS: _____
 TELEPHONE NUMBER: 480-275-8602
 FAX NUMBER: 480-275-8711
 WEB SITE: WWW.ETHICALAZ.COM/ASECURETOWING
 REPRESENTATIVE NAME: ROBERT SEVERS
 REPRESENTATIVE PHONE NUMBER: 480-275-8602
 REPRESENTATIVE EMAIL: ASECURETOWING@COX.NET

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (X Y/ N)

[X] 5% 30 DAYS NET 31

PRICING SHEET: NIGP CODE 96890
 Terms: 5% 30 DAYS NET 31
 Vendor Number: 2011004899 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

ACE TOWING & SALVAGE CORP, 512 S. LEBARON, MESA, AZ 85210

AWARDED ZONE: MESA & SOUTHWEST

COMPANY NAME:	<u>Ace Towing & Salvage Corp</u>
DOING BUSINESS AS (DBA) NAME:	<u></u>
MAILING ADDRESS:	<u>512 S. LEBARON, MESA, AZ 85210</u>
REMIT TO ADDRESS:	<u>512 S. LEBARON, MESA, AZ 85210</u>
TELEPHONE NUMBER:	<u>480-659-1930</u>
FAX NUMBER:	<u>480-659-2978</u>
WEB SITE:	<u></u>
REPRESENTATIVE NAME:	<u>Joshua Dubinsky</u>
REPRESENTATIVE PHONE NUMBER:	<u>480-659-1930 / 855-239-0439</u>
REPRESENTATIVE EMAIL:	<u>joshua@allinterstatetowing.com</u>

[X] NET 30 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 30
Vendor Number:	2011004556 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016.

ACME TOWING, P.O. BOX 21420, WICKENBURG, AZ 85358

AWARDED ZONE: WICKENBURG

COMPANY NAME: ACME TOWING
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: P.O.BOX 21420, WICKENBURG, AZ 85358
REMIT TO ADDRESS: _____
TELEPHONE NUMBER: 928-684-6869
FAX NUMBER: 928-543-2322
WEB SITE: _____
REPRESENTATIVE NAME: LARRY EISENHAUER
REPRESENTATIVE PHONE NUMBER: 928-684-6869
REPRESENTATIVE EMAIL: acmetowingaz@yahoo.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (Y/___N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30
Vendor Number: W000010121 X
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

ACT TOWING, LLC DBA:ALL CITY TOWING, 2031 W. 1ST STREET, TEMPE, AZ 85281

AWARDED ZONE: CENTRAL, CHANDLER, MESA AND NORTH

COMPANY NAME: ACT TOWING, LLC
DOING BUSINESS AS (DBA) NAME: ALL CITY TOWING
MAILING ADDRESS: 2031 W. 1ST STREET, TEMPE, AZ 85281
REMIT TO ADDRESS: 2031 W. 1ST STREET, TEMPE, AZ 85281
TELEPHONE NUMBER: 480-833-7278
FAX NUMBER: 480-967-2918
WEB SITE: WWW.ALLCITYTOWING.COM
REPRESENTATIVE NAME: JEFFREY D. DUNN
REPRESENTATIVE PHONE NUMBER: 480-833-7278
REPRESENTATIVE EMAIL: jdunn@allcitytowing.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (X/Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30
Vendor Number: 2011004558 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

ALL OVER TOWING, INC., 1966 E. DEER VALLEY RD. PHOENIX, AZ 85024

AWARDED ZONE: CENTRAL NORTH AND NORTHWEST

COMPANY NAME: ALL OVER TOWING, LLC
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 1966 E. DEER VALLEY RD., PHOENIX, AZ 85024
 REMIT TO ADDRESS: 1966 E. DEER VALLEY RD., PHOENIX, AZ 85024
 TELEPHONE NUMBER: 24 Hour Dispatch 602-993-4874
 FAX NUMBER: 602-993-2063
 WEB SITE: www.quikpikallovertowing.com
 REPRESENTATIVE NAME: Joseph DiMarco, Owner
 REPRESENTATIVE PHONE NUMBER: Cell: 602-339-9009 Office: 602-993-4874
 REPRESENTATIVE EMAIL: joequikpik37@gmail.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
 Terms: NET 30
 Vendor Number: 2011003008 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

ALLIANCE TOWING, P.O. BOX 47087, PHOENIX, AZ 85009**AWARDED ZONE: CENTRAL AND SOUTHWEST**

COMPANY NAME: ALLIANCE TOWING
 DOING BUSINESS AS (DBA) NAME: ALLIANCE TOWING
 MAILING ADDRESS: 2925 W. LINCOLN ST.,
PHOENIX, AZ 85009
 REMIT TO ADDRESS: P.O.BOX 47087
PHOENIX, AZ 85068
 TELEPHONE NUMBER: 602-272-1700
 FAX NUMBER: 602-272-0409
 WEB SITE: _____
 REPRESENTATIVE NAME: JR POLANCO
 REPRESENTATIVE PHONE NUMBER: 602-301-9991
 REPRESENTATIVE EMAIL: alliancetowing2003@yahoo.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (X Y/___N)

[X] 2% 30 DAYS NET31

PRICING SHEET: NIGP CODE 96890
 Terms: 2% 30 DAYS NET31
 Vendor Number: 2011004565 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

APACHE SANDS SERVICE CENTER, INC., 7602 E. MAIN STREET, MESA, AZ 85207

AWARDED ZONE: CHANDLER AND MESA

COMPANY NAME: APACHE SANDS SERVICE CENTER, INC.
 DOING BUSINESS AS (DBA) NAME: APACHE SANDS TOWING
 MAILING ADDRESS: 7602 E. MAIN STREET, MESA, AZ 85207
 REMIT TO ADDRESS: 7602 E. MAIN STREET, MESA, AZ 85207
 TELEPHONE NUMBER: 480-984-5556
 FAX NUMBER: 480-373-8766
 WEB SITE: WWW.APACHESANDS.COM
 REPRESENTATIVE NAME: BRIAN FREDRICKSON
 REPRESENTATIVE PHONE NUMBER: 480-797-7553
 REPRESENTATIVE EMAIL: brian@apachesands.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
 Terms: NET 30 DAYS
 Vendor Number: 2011004563 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

B & T VIVIAN INVESTMENT CO LLC, DBA: THOMPSON'S AUTO REPAIR AND TOWING, 1325 E. MAIN STREET, MESA, AZ 85203

AWARDED ZONE: MESA

COMPANY NAME:	<u>B & T VIVIAN INVESTMENT CO LLC</u>
DOING BUSINESS AS (DBA) NAME:	<u>THOMPSON'S AUTO REPAIR AND TOWING</u>
MAILING ADDRESS:	<u>1325 E MAIN ST, MESA, AZ 85203</u>
REMIT TO ADDRESS:	<u>1325 E MAIN ST, MESA, AZ 85203</u>
TELEPHONE NUMBER:	<u>480-888-2500</u>
FAX NUMBER:	<u>480-834-7337</u>
WEB SITE:	<u>ThompsonsAutoRepair.com</u>
REPRESENTATIVE NAME:	<u>BRYAN VIVIAN</u>
REPRESENTATIVE PHONE NUMBER:	<u>480-209-3761 CELL</u>
REPRESENTATIVE EMAIL:	<u>TOWINGTA@GMAIL.COM</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_/_Y_/_N_)

NET 30 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 30 DAYS
Vendor Number:	2011004585 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016.

BIG BOYZ TOWING LLC, P.O. BOX 6629, APACHE JCT., AZ 85178

AWARDED ZONE: MESA

COMPANY NAME:	<u>BIG BOYZ TOWING LLC</u>
DOING BUSINESS AS (DBA) NAME:	<u></u>
MAILING ADDRESS:	<u>P.O. Box 6629, Apache Jct., AZ 85178</u>
REMIT TO ADDRESS:	<u>P.O. Box 6629, Apache Jct., AZ 85178</u>
TELEPHONE NUMBER:	<u>480-986-0415</u>
FAX NUMBER:	<u>480-288-9052</u>
WEB SITE:	<u>bigboyztowing.com</u>
REPRESENTATIVE NAME:	<u>Michele (aka Shelly) Shafer</u>
REPRESENTATIVE PHONE NUMBER:	<u>480-229-5923</u>
REPRESENTATIVE EMAIL:	<u>bigboyztowing@msn.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 30 DAYS
Vendor Number:	2011006318 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2016 2018 .

CHARITY TOWING AND RECOVERY, DBA: CHARITY TOWING, 4106 S. 7TH STREET, PHOENIX, AZ 85040

AWARDED ZONE: CHANLDER, MESA, NORTHWEST AND SOUTHWEST

COMPANY NAME: CHARITY TOWING AND RECOVERY
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: 4106 S. 7TH STREET PHOENIX, AZ 85040
REMIT TO ADDRESS: _____
TELEPHONE NUMBER: 602-242-7489
FAX NUMBER: 480-772-4572
WEB SITE: WWW.CHARITYTOWING.COM
REPRESENTATIVE NAME: RON GUERRA
REPRESENTATIVE PHONE NUMBER: 602-435-2131
REPRESENTATIVE EMAIL: ron@charitytowing.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011004601 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

C L KING TOWING LLC, 216 S. IRONWOOD DR., APACHE JUNCTION, AZ 85120**AWARDED ZONE: MESA AND QUEEN CREEK**

COMPANY NAME:	<u>C L KING TOWING LLC</u>
DOING BUSINESS AS (DBA) NAME:	<u>C L KING TOWING LLC</u>
MAILING ADDRESS:	<u>216 S. IRONWOOD DR.</u>
	<u>APACHE JUNCTION, AZ 85120</u>
REMIT TO ADDRESS:	<u>216 S. IRONWOOD DR.</u>
	<u>APACHE JUNCTION, AZ 85120</u>
TELEPHONE NUMBER:	<u>480-982-2079</u>
FAX NUMBER:	<u>480-982-2087</u>
WEB SITE:	<u></u>
REPRESENTATIVE NAME:	<u>KENNY MC CLOUD</u>
REPRESENTATIVE PHONE NUMBER:	<u>480-982-2079</u>
REPRESENTATIVE EMAIL:	<u>k_mccloudaz@live.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

5% 30 DAYS NET 31

PRICING SHEET: NIGP CODE	96890
Terms:	5% 30 DAYS NET 31
Vendor Number:	2011004587 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016 .

COLDERWATER TOWING LLC, 901 E. RILEY DR., SUITE B, AVONDALE, AZ 85323

AWARDED ZONE: SOUTHWEST

COMPANY NAME: COLDERWATER TOWING LLC
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: 901 E. RILEY DR., AVONDALE, AZ 85323
REMIT TO ADDRESS: 901 E. RILEY DR., AVONDALE, AZ 85323
TELEPHONE NUMBER: 602-390-6445
FAX NUMBER: 623-932-4128
WEB SITE: _____
REPRESENTATIVE NAME: BOB SHUPP
REPRESENTATIVE PHONE NUMBER: 602-390-6445
REPRESENTATIVE EMAIL: coldwatertowing@gmail.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011004571 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

CUSTOM TOWING INC, 1210 W HOUSTON AVE GILBERT, AZ 85233

AWARDED ZONE: CHANDLER

COMPANY NAME: CUSTOM TOWING INC
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: 1210 W HOUSTON AVE., GILBERT, AZ 85233
REMIT TO ADDRESS: 1210 W HOUSTON AVE., GILBERT, AZ 85233
TELEPHONE NUMBER: 480-497-0123
FAX NUMBER: 480-497-3884
WEB SITE: _____
REPRESENTATIVE NAME: JOHN VOLLARO
REPRESENTATIVE PHONE NUMBER: 480-980-7700
REPRESENTATIVE EMAIL: CUSTOMTOWINGAZ@YAHOO.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 20 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 20 DAYS
Vendor Number: W000005193 X
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

DESERT HILLS TOWING, 515 E. CAREFREE HWY #287, PHOENIX, AZ 85085

AWARDED ZONE: CAVE CREEK

COMPANY NAME DESERT HILLS TOWING
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 515 E. CAREFREE HWY #287
PHOENIX, AZ 85085
 REMIT TO ADDRESS: _____
 TELEPHONE NUMBER: 602-577-5250
 FAX NUMBER: 623-465-9522
 WEB SITE: _____
 REPRESENTATIVE NAME: KATHY TRAMMELL
 REPRESENTATIVE PHONE NUMBER: 602-577-5250
 REPRESENTATIVE EMAIL: DESERTHILLSAUTO@NETSCAPE.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
 Terms: NET 30 DAYS
 Vendor Number: 2011000475 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

DV TOWING, LLC 23881 N. 7TH AVENUE, PHOENIX, ARIZONA 85085

AWARDED ZONE: BUCKEYE, MESA, NORTH AND NORTHWEST

COMPANY NAME: DV TOWING, LLC
 DOING BUSINESS AS (DBA) NAME: DV TOWING
 MAILING ADDRESS: 23881 N. 7TH AVENUE
PHOENIX, ARIZONA 85085
 REMIT TO ADDRESS: 23881 N. 7TH AVENUE
PHOENIX, ARIZONA 85085
 TELEPHONE NUMBER: 623-516-8700
 FAX NUMBER: 623-582-0784
 WEB SITE: WWW.DVTOWING.COM
 REPRESENTATIVE NAME: RANDY SHIPLEY
 REPRESENTATIVE PHONE NUMBER: 623-516-8700
 REPRESENTATIVE EMAIL: DVTOWING@AOL.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (Y/X_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
 Terms: NET 30 DAYS
 Vendor Number: 2011004555 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

EXECUTIVE TOWING LLC, P.O. BOX 51884, MESA, AZ 85208

AWARDED ZONE: MESA AND QUEEN CREEK

COMPANY NAME: EXECUTIVE TOWING LLC
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: P.O. BOX 51884, MESA, AZ 85208
REMIT TO ADDRESS: P.O. BOX 51884, MESA, AZ 85208
TELEPHONE NUMBER: 480-980-0053
FAX NUMBER: 480-247-5838
WEB SITE: _____
REPRESENTATIVE NAME: ANTHONY HARPER
REPRESENTATIVE PHONE NUMBER: 480-284-9701
REPRESENTATIVE EMAIL: toney@executivetowingaz.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011004650 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

E-Z TOWING AND RECOVERY LLC 901 E. RILEY DR., AVONDALE, AZ 85323

AWARDED ZONE: SOUTHWEST

COMPANY NAME:	<u>E-Z TOWING AND RECOVERY LLC</u>
DOING BUSINESS AS (DBA) NAME:	<u></u>
MAILING ADDRESS:	<u>901 E.. RILEY DR., AVONDALE, AZ 85323</u>
REMIT TO ADDRESS:	<u>901 E.. RILEY DR., AVONDALE, AZ 85323</u>
TELEPHONE NUMBER:	<u>623-932-2525</u>
FAX NUMBER:	<u>623-932-4128</u>
WEB SITE:	<u>NONE</u>
REPRESENTATIVE NAME:	<u>J. BRUCE THIEM</u>
REPRESENTATIVE PHONE NUMBER:	<u>623-932-2525</u>
REPRESENTATIVE EMAIL:	<u>operations@eztowingaz.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 30 DAYS
Vendor Number:	2011004554 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016 .

EZEE TOWING AND IMPOUND, 1151 W. APACHE TRAIL, APACHE JUNCTION, AZ 85120

AWARDED ZONE: MESA

COMPANY NAME: EZEE TOWING AND IMPOUND
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: 1151 W. APACHE TRAIL
APACHE JUNCTION, AZ 85120
REMIT TO ADDRESS: _____
TELEPHONE NUMBER: 480-288-5526
FAX NUMBER: 480-288-5528
WEB SITE: WWW.EZEETOWING.COM
REPRESENTATIVE NAME: JEFF STOCCO OR MARK NAVARRE
REPRESENTATIVE PHONE NUMBER: 480-288-5526
REPRESENTATIVE EMAIL: ezeetow@yahoo.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011002559 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

FIRST CLASS AUTOMOTIVE TRANSPORT LLC, PO BOX 3455, TEMPE, AZ 85280

AWARDED ZONE: CENTRAL, CHANDLER, MESA, NORTHWEST AND SOUTHWEST

COMPANY NAME: FIRST CLASS AUTOMOTIVE TRANSPORT LLC
 DOING BUSINESS AS (DBA) NAME: FIRST CLASS AUTO TRANSPORT
 MAILING ADDRESS: PO BOX 3455, TEMPE, AZ 85280

 REMIT TO ADDRESS: PO BOX 3455, TEMPE, AZ 85280

 TELEPHONE NUMBER: 480-644-8181
 FAX NUMBER: 480-522-1333
 WEB SITE: WWW.1STCLASSAUTOTRANSPORT.COM
 REPRESENTATIVE NAME: KEANA OBRIEN
 REPRESENTATIVE PHONE NUMBER: 480-797-1800
 REPRESENTATIVE EMAIL: firstclassautotransport@yahoo.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
 Terms: NET 30 DAYS
 Vendor Number: 2011004573 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

GREGORY D PEHL, DBA: A-AND-M TOWING-TONOPAH L.L.C., 41101 W. INDIANSCHOOL RD, TONOPAH, AZ. 85354

AWARDED ZONE: TONOPAH

COMPANY NAME:	<u>A-AND-M TOWING-TONOPAH L.L.C.</u>
DOING BUSINESS AS (DBA) NAME:	<u>GREGORY D PEHL</u>
MAILING ADDRESS:	<u>P.O. BOX 220, TONOPAH,AZ. 85354</u> <u>41101 W. INDIANSCHOOL RD.</u> <u>TONOPAH,AZ. 85354</u>
REMIT TO ADDRESS:	<u>P.O. BOX 220, TONOPAH,AZ. 85354</u> <u>41101 W. INDIANSCHOOL RD.</u> <u>TONOPAH,AZ. 85354</u>
TELEPHONE NUMBER:	<u>623-386-5141</u>
FAX NUMBER:	<u>623-386-1612</u>
WEB SITE:	<u>NONE</u>
REPRESENTATIVE NAME:	<u>GREGORY D PEHL-OWNER</u>
REPRESENTATIVE PHONE NUMBER:	<u>623-776-5554</u>
REPRESENTATIVE EMAIL:	<u>AANDMTOWING@YAHOO.COM</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_Y/_X_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 30 DAYS
Vendor Number:	2011004637 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016.

IRONWOOD TOWING & SERVICE, LLC PO BOX 768, GILA BEND, AZ 85337

AWARDED ZONE: GILA BEND

COMPANY NAME: IRONWOOD TOWING AND SERVICE, LLC
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: PO BOX 768, GILA BEND, AZ 85337

REMIT TO ADDRESS: PO BOX 768, GILA BEND, AZ 85337

TELEPHONE NUMBER: 928-683-2415
FAX NUMBER: 928-683-0025
WEB SITE: _____
REPRESENTATIVE NAME: TONY R. DAVIS
REPRESENTATIVE PHONE NUMBER: 602-980-2788
REPRESENTATIVE EMAIL: TONYSTC1998@YAHOO.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_Y/_X_N)

NET 10 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 10 DAYS
Vendor Number: W000005134 X
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

JST ENTERPRISES, LLC., UNIQUE HEAVY RECOVERY, PO BOX 72299, PHOENIX, AZ 85050

AWARDED ZONE: BUCKEYE, MESA, NORTH AND NORTHWEST

COMPANY NAME: JST ENTERPRISES, LLC
DOING BUSINESS AS (DBA) NAME: UNIQUE HEAVY RECOVERY
MAILING ADDRESS: PO BOX 72299, PHOENIX, ARIZONA 85050
REMIT TO ADDRESS: PO BOX 72299, PHOENIX, ARIZONA 85050
TELEPHONE NUMBER: 623-582-6100
FAX NUMBER: 623-582-1012
WEB SITE: WWW.UNIQUEHEAVYRECOVERY.COM
REPRESENTATIVE NAME: TIM DIETZ
REPRESENTATIVE PHONE NUMBER: 623-582-6100
REPRESENTATIVE EMAIL: UNIQUEHVYRCRVY@AOL.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (__ Y / X _ N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011004567 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

KNUTSON'S TOWING & RECOVERY, PO BOX AB, GILA BEND, AZ 85337

AWARDED ZONE: GILA BEND

COMPANY NAME: KNUTSON'S TOWING & RECOVERY
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: PO BOX AB, GILA BEND, AZ 85337
REMIT TO ADDRESS: _____
TELEPHONE NUMBER: 928-683-2553
FAX NUMBER: 928-683-2811
WEB SITE: _____
REPRESENTATIVE NAME: WAYNE OR DIANE KNUTSON
REPRESENTATIVE PHONE NUMBER: 928-683-2553
REPRESENTATIVE EMAIL: KNUTSONSTOWING@YAHOO.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (__ Y / _ X _ N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011004568 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

KOPPY MOTORS INC., DBA:KOPPY'S TOWING, 11202 W. MICHIGAN AVE., YOUNG TOWN, AZ 85363

AWARDED ZONE: NORTHWEST

COMPANY NAME:	<u>KOPPY MOTORS INC.</u>
DOING BUSINESS AS (DBA) NAME:	<u>KOPPY'S TOWING</u>
MAILING ADDRESS:	<u>11202 WEST MICHIGAN AVE.,</u> <u>YOUNGTOWN, AZ 85363</u>
REMIT TO ADDRESS:	<u>SSA</u>
TELEPHONE NUMBER:	<u>623-977-3311</u>
FAX NUMBER:	<u>623-977-1174</u>
WEB SITE:	<u>WWW.KOPPYS.COM</u>
EPRESENTATIVE NAME:	<u>PAUL KOPPY</u>
REPRESENTATIVE PHONE NUMBER:	<u>623-977-3311</u>
REPRESENTATIVE EMAIL:	<u>cindy@koppys.com</u>

[X] NET 30 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 30 DAYS
Vendor Number:	W000005154 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016 .

PHOENIX TOWING SERVICE, 3720 W. WHITTON AVE., PHOENIX, AZ 85019

AWARDED ZONE: SOUTHWEST

COMPANY NAME: PHOENIX TOWING SERVICE
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: 3720 W. WHITTON AVE., PHOENIX, AZ 85019
REMIT TO ADDRESS: _____
TELEPHONE NUMBER: 602-843-8400
FAX NUMBER: 602-993-5951
WEB SITE: WWW.PHXTOWING.COM
EPRESENTATIVE NAME: DAN STUBBS
REPRESENTATIVE PHONE NUMBER: 602-350-4773
REPRESENTATIVE EMAIL: DAN@PHXTOWING.COM

NET 20 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 20 DAYS
Vendor Number: 2011003132 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

PHOENIX METRO RECOVERY SPECIALIST, LLC., DBA:PHOENIX METRO TOWING, PO BOX 50121, MESA, AZ 85208

AWARDED ZONE: MESA AND QUEEN CREEK

COMPANY NAME:	<u>PHOENIX METRO RECOVERY SPECIALIST, LLC.</u>
DOING BUSINESS AS (DBA) NAME:	<u>PHOENIX METRO TOWING</u>
MAILING ADDRESS:	<u>PO BOX 50121, MESA, AZ 85208</u>
REMIT TO ADDRESS:	<u>PO BOX 50121, MESA, AZ 85208</u>
TELEPHONE NUMBER:	<u>480-354-7394</u>
FAX NUMBER:	<u>480-247-4990</u>
WEB SITE:	<u>WWW.PHOENIXMETROTOWING.COM</u>
EPRESENTATIVE NAME:	<u>SHANNON (SHAWN) MCGREGOR JR..</u>
REPRESENTATIVE PHONE NUMBER:	<u>480-242-4977</u>
REPRESENTATIVE EMAIL:	<u>shawn@phoenixmetrotowing.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890

Terms:	NET 30 DAYS
Vendor Number:	2011004569 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016.

PJS ALL PRO TOWING, DBA:ALL PRO TOWING, PO BOX 19481, FOUNTAIN HILLS, AZ 85268

AWARDED ZONE: FOUNTAIN HILLS

COMPANY NAME:	<u>PJS ALL PRO TOWING SERVICE</u>
DOING BUSINESS AS (DBA) NAME:	<u>ALL PRO TOWING</u>
MAILING ADDRESS:	<u>PO BOX 19481, FOUNTAIN HILLS, AZ 85268</u>
REMIT TO ADDRESS:	<u>12032 N. COLONY DR.,</u>
	<u>FOUNTAIN HILLS, AZ 85268</u>
TELEPHONE NUMBER:	<u>480-837-7488</u>
FAX NUMBER:	<u>480-816-1615</u>
WEB SITE:	<u>WWW.ALLPROTOWING.ORG</u>
EPRESENTATIVE NAME:	<u>KAYLYN ROMO OR FRANKY ROMO</u>
REPRESENTATIVE PHONE NUMBER:	<u>480-837-7488</u>
REPRESENTATIVE EMAIL:	<u>pjsallpro@yahoo.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_Y/ X_N)

NET 60 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 60 DAYS
Vendor Number:	W000008351 X
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016.

PRIORITY TOWING LLC, 3242 S. 36TH STREET, PHOENIX, AZ 85040

AWARDED ZONE: CENTRAL AND CHANDLER

COMPANY NAME:	<u>PRIORITY TOWING LLC</u>
DOING BUSINESS AS (DBA) NAME:	<u></u>
MAILING ADDRESS:	<u>3242 S. 36TH STREET, PHOENIX, AZ 85040</u>
REMIT TO ADDRESS:	<u>3242 S. 36TH STREET, PHOENIX, AZ 85040</u>
TELEPHONE NUMBER:	<u>602-232-6006</u>
FAX NUMBER:	<u>480-287-9462</u>
WEB SITE:	<u>WWW.PRIORITYTOW.COM</u>
EPRESENTATIVE NAME:	<u>CONOR GLEASON</u>
REPRESENTATIVE PHONE NUMBER:	<u>602-391-3903(Conor) 602-232-6006(Company)</u>
REPRESENTATIVE EMAIL:	<u>conor@prioritytow.com</u>

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 30 DAYS
Vendor Number:	2011004582 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2016 2018 .

R&M TOWING, 3740 WEST BUCKEYE ROAD, PHOENIX, AZ 85009

AWARDED ZONE: SOUTHWEST

COMPANY NAME: R&M TOWING LLC
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 3740 WEST BUCKEYE ROAD.,
PHOENIX, AZ 85009
 REMIT TO ADDRESS: SSA
 TELEPHONE NUMBER: 602-415-1565
 FAX NUMBER: 602-278-8338
 WEB SITE: WWW.RMTOWING.COM
 REPRESENTATIVE NAME: CLAUDIA MARTINEZ & FERNANDO JOHNSON
 REPRESENTATIVE PHONE NUMBER: 602-299-2564 / 602-980-3799
 REPRESENTATIVE EMAIL: cmartinez@rmtowing.com \ fjohnson@rmtowing.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_Y/_X_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
 Terms: NET 30 DAYS
 Vendor Number: 2011005726 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

RJR KWIK TOW, LLC, DBA:KWIK TOW, 23811 N. 7TH AVE, PHOENIX, AZ 85085

AWARDED ZONE: BUCKEYE, CENTRAL, MESA, NORTH AND NORTHWEST

COMPANY NAME: RJR KWIK TOW, LLC
 DOING BUSINESS AS (DBA) NAME: KWIK TOW
 MAILING ADDRESS: 23811 N. 7TH AVE., PHOENIX, AZ 85085
 REMIT TO ADDRESS: SAME
 TELEPHONE NUMBER: 623-444-1020
 FAX NUMBER: 623-582-0784
 WEB SITE: KWIKTOW.COM
 REPRESENTATIVE NAME: RON STEELE
 REPRESENTATIVE PHONE NUMBER: 623-444-1020
 REPRESENTATIVE EMAIL: ~~KWIKTOWPHOENIX@AOL.COM~~ Ron@KwikTow.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (__Y/_X_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
 Terms: NET 30 DAYS
 Vendor Number: 2011004557 0
 Certificates of Insurance Required
 Contract Period: To cover the period ending March 31, ~~2018~~ 2016.

SANCHEZ 8, DBA: SUN CITY TOWING, 10120 W. BELL ROAD, SUN CITY, AZ 85351

AWARDED ZONE: NORTHWEST

COMPANY NAME:	<u>SANCHEZ 8</u>
DOING BUSINESS AS (DBA) NAME:	<u>SUN CITY TOWING</u>
MAILING ADDRESS:	<u>10120 W. BELL ROAD, SUN CITY, AZ 85351</u>
REMIT TO ADDRESS:	<u>10120 W. BELL ROAD, SUN CITY, AZ 85351</u>
TELEPHONE NUMBER:	<u>623-977-4511</u>
FAX NUMBER:	<u>623-866-5390</u>
WEB SITE:	<u></u>
REPRESENTATIVE NAME:	<u>ROB HILL</u>
REPRESENTATIVE PHONE NUMBER:	<u>602-334-6853</u>
REPRESENTATIVE EMAIL:	<u>rob107phx@yahoo.com</u>

[X] NET 30 DAYS

PRICING SHEET: NIGP CODE	96890
Terms:	NET 30 DAYS
Vendor Number:	2011005589 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2018 2016.

SUNFLOWER TOWING & RECOVERY LLC, PO BOX 2580, PAYSON, AZ 85547

AWARDED ZONE: SUNFLOWER

COMPANY NAME: SUNFLOWER TOWING & RECOVERY LLC
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: PO BOX 2580, PAYSON, AZ 85547
REMIT TO ADDRESS: PO BOX 2580, PAYSON, AZ 85547
TELEPHONE NUMBER: 602-809-3086 or 602-549-4454
FAX NUMBER: _____
WEB SITE: _____
REPRESENTATIVE NAME: RASHELLE RANFT
REPRESENTATIVE PHONE NUMBER: 602-809-3086
REPRESENTATIVE EMAIL: sunflowertowing@yahoo.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011004564 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

SUPER HOOK TOWING AND RECOVERY, PO BOX 4234, CAVE CREEK, AZ 85327

AWARDED ZONE: CAVE CREEK

COMPANY NAME: SUPER HOOK TOWING AND RECOVERY
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: PO BOX 4234, CAVE CREEK, AZ 85327
REMIT TO ADDRESS: PO BOX 4234, CAVE CREEK, AZ 85327
TELEPHONE NUMBER: 480-488-3342
FAX NUMBER: 480-488-3182
WEB SITE: _____
REPRESENTATIVE NAME: MAXINE DOUGLAS PRES.
REPRESENTATIVE PHONE NUMBER: 602-410-3142
REPRESENTATIVE EMAIL: mdouglas003@yahoo.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_Y/ X_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: W000005222 X
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

**THOMPSON DIVERSIFIED, LLC, DBA: VALLEY EXPRESS TOWING, 661 W. BROADWAY RD,
MESA, AZ 85210**

AWARDED ZONE: CHANDLER AND MESA

COMPANY NAME: THOMPSON DIVERSIFIED, LLC
DOING BUSINESS AS (DBA) NAME: VALLEY EXPRESS TOWING
MAILING ADDRESS: 661 W. BROADWAY RD., MESA, AZ 85210
REMIT TO ADDRESS: 661 W. BROADWAY RD., MESA, AZ 85210
TELEPHONE NUMBER: 480-899-4621
FAX NUMBER: 480-615-2914
WEB SITE: WWW.VALLEYEXPRESSTOWING.COM
REPRESENTATIVE NAME: RICHARD THOMPSON
REPRESENTATIVE PHONE NUMBER: 602-790-6932
REPRESENTATIVE EMAIL: richard@valleyexpresstowing.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (XY/__N)

5% 30 DAYS NET 31

PRICING SHEET: NIGP CODE 96890

Terms: 5% 30 DAYS NET 31

Vendor Number: 2011004589 0

Certificates of Insurance Required

Contract Period: To cover the period ending March 31, ~~2018~~ 2016.

TOWING PROFESSIONALS OF ARIZONA INC., DBA: SHAMROCK TOWING, FAST TOWING, 2801 WEST OSBORN ROAD, PHOENIX, AZ 85017

AWARDED ZONE: CENTRAL, NORTH, NORTHWEST AND SOUTHWEST

COMPANY NAME: TOWING PROFESSIONALS OF ARIZONA INC.
DOING BUSINESS AS (DBA) NAME: SHAMROCK TOWING, FAST TOWING.
MAILING ADDRESS: 2801 WEST OSBORN ROAD PHOENIX, AZ 85017
REMIT TO ADDRESS: TOWING PROFESSIONALS OF ARIZONA INC.
ATTN: ACCOUNTS PAYABLE
2801 WEST OSBORN ROAD PHOENIX, AZ 85017
TELEPHONE NUMBER: 602-257-1665
FAX NUMBER: 602-523-3335
WEB SITE: WWW.TOWPROSAZ.COM
REPRESENTATIVE NAME: HAL BORHAUER
REPRESENTATIVE PHONE NUMBER: 602-523-3324
REPRESENTATIVE EMAIL: HAL.BORHAUER@TOWPROSAZ.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (X_Y/_N)

[X] NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011004583 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, ~~2016~~ **2018**.

TRI STAR TRANSPORTING, 2155 W. WILLIAMS DR., PHOENIX, AZ 85027

AWARDED ZONE: NORTH AND NORTHWEST

COMPANY NAME: TRI STAR TRANSPORTING
DOING BUSINESS AS (DBA) NAME: _____
MAILING ADDRESS: 2155 W. WILLIAMS DR., PHOENIX, AZ 85027
REMIT TO ADDRESS: 2155 W. WILLIAMS DR., PHOENIX, AZ 85027
TELEPHONE NUMBER: 623-561-2181
FAX NUMBER: 623-780-9913
WEB SITE: _____
REPRESENTATIVE NAME: MICHAEL MCCLURE
REPRESENTATIVE PHONE NUMBER: 602-329-6313
REPRESENTATIVE EMAIL: TRITOWMAN@YAHOO.COM

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890
Terms: NET 30 DAYS
Vendor Number: 2011004588 0
Certificates of Insurance Required
Contract Period: To cover the period ending March 31, **2018** ~~2016~~.

WESTERN TOWING OF PHOENIX INC., DBA: WESTERN TOWING PO BOX 34090, PHOENIX, AZ 85067

AWARDED ZONE: NORTHWEST AND SOUTHWEST

COMPANY NAME: WESTERN TOWING OF PHOENIX INC.
DOING BUSINESS AS (DBA) NAME: WESTERN TOWING
MAILING ADDRESS: PO BOX 34090, PHOENIX, AZ 85067
REMIT TO ADDRESS: SSA
TELEPHONE NUMBER: 623-869-0284
FAX NUMBER: 623-780-8336
WEB SITE: WESTERN TOWING AZ.COM
REPRESENTATIVE NAME: WESLEY GRAFF
REPRESENTATIVE PHONE NUMBER: 623-869-6916
REPRESENTATIVE EMAIL: wesley.graff@roadonewest.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT (_X_Y/_N)

NET 30 DAYS

PRICING SHEET: NIGP CODE 96890

Terms: NET 30 DAYS

Vendor Number: 2011002997 0

Certificates of Insurance Required

Contract Period: To cover the period ending March 31, ~~2018~~ 2016.

MCSO ROTATIONAL TOWING AND STORAGE SERVICES

1.0 INTENT:

The intent of any resultant contract(s) is for the provision of 24 hour per day/ 7 day a week vehicle towing and storage service for Maricopa County (County). The solicitation addresses public vehicle tows and storage services, managed by Maricopa County Sheriff's Office (MCSO).

Towing and storage services for public vehicles may be awarded by geographic or on a rotational basis based on County defined towing boundaries for MCSO requested services. This includes tows under A.R.S. §§ 28-872, 28-4838 and 28-3511.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.7 and 3.8, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 QUALIFICATION REQUIREMENTS:

2.1.1 EXPERIENCE:

The Contractor shall provide a minimum of three (3) references including contact information from governmental entities (state, city, county, other municipality) in Attachment C in order for the County to verify the Respondent's capabilities and responsibility. If the Contractor has not performed these services for three governmental entities, the contractor shall provide three references including any governmental entity for which services have been provided or up to three commercial references (e.g. AAA, USAA, etc.).

2.1.2 EQUIPMENT:

The Contractor shall have a sufficient quantity of power-operated tow and capable of performing recovery work as defined in the Department of Public Safety (DPS) Tow Truck Rules and Regulations in good, serviceable condition available to County as needed for which they are providing service(s). Contractor shall provide documentation reflecting DPS certification or approval and a list of equipment intended for use under any resultant contract in Attachment D.

2.1.3 STORAGE FACILITY:

The Contractor shall maintain a storage facility of sufficient size to hold all MCSO towed vehicles in accordance with Section 2.2.7 and the storage facility shall not be located within a wrecking yard in the business of dismantling vehicles. A description of storage facilities, including address, size and hours of operation shall be submitted on Attachment E.

2.2 ROTATIONAL TOWING AND STORAGE SERVICES:

2.2.1 GENERAL:

2.2.1.1 Contractor shall promptly comply with all lawful instructions from citizens, or the citizen's authorized agent, relating to the disposition of his or her vehicle. The Contractor shall promptly comply with all lawful written instructions received from a company representing itself, in writing, as the owner's insurance company.

Acceptable evidence of representation is any statement to that effect, naming the owner, on a preprinted form bearing the name of the insurance company. 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.

2.2.1.2 Citizen(s) involved in a vehicular accident or whose vehicle is disabled and must be towed have the option of:

- 2.2.1.2.1 Using the towing zone contractor;
- 2.2.1.2.2 Using the services of any other towing company; or
- 2.2.1.2.3 Using any other form of tow service.

2.2.1.3 Towing services shall be available twenty-four (24) hours per day and every calendar day of the year.

2.2.1.4 When a Contractor is called as a result of this Contract, the Contractor is prohibited from entering into any agreement with a citizen that is not expressly permitted by this Contract. The charges to a citizen resulting from responses to calls made under this Contract are limited to the Contract fee specified in Attachment A. The Contractor must accept all vehicles and cannot pick and choose vehicles.

2.2.1.5 The Contractor shall not perform any additional services relating to citizen property without the express written consent of the citizen before the service(s) is/are performed. The contractor shall maintain records of any additional services authorized by a citizen and have them available for review.

2.2.1.6 Vehicles shall be towed to Contractor's storage facility closest to the incident. Vehicles shall not be towed to any other business, unless requested by the citizen. If a citizen is charged a fee of any kind in order to remove their vehicle from a business other than Contractor's designated storage facility and the vehicle was not towed there at the citizen's request, Contractor will be responsible for those fees and will be sanctioned in accordance with Sections 2.3.28 and/or 2.3.29 of this document.

2.2.1.7 Vehicles impounded under A.R.S. §28-3511 will be towed directly and only to the location designated by either MCSO Dispatch or the on-scene deputy. Interim stops are not allowed.

2.2.2 EQUIPMENT:

2.2.2.1 The Contractor shall have a sufficient quantity of power-operated tow vehicles in good, serviceable condition available to MCSO as needed for the service type (light, medium or heavy duty) for which they are providing service(s). All tow vehicles must be Department of Public Safety (DPS) inspected and capable of performing accident recovery work as defined in the DPS Tow Truck Rules and Regulations. Light duty tow vehicles may be either "boom"-type or rollback. All tow vehicles at all times must carry sufficient equipment necessary to prevent damage to a towed vehicle, including but not limited to, chains, slings, bumpers, snatch blocks, brooms, shovels and buckets and/or containers for carrying trash, debris, etc., from service and/or collision scenes. Rollback and/or tilt-bed vehicles must, in addition, carry a minimum of two (2) motorcycle tie-down straps. Non-rollback vehicles must have dollies on the vehicle at all times. Any failure to provide the above listed equipment or items on site may result in loss of a service call at the deputy's discretion.

2.2.2.2 Vehicles intended for use as Heavy Duty tow vehicles shall meet and all federal, state and local requirements. They shall be inspected and passed by Motor

Vehicles Division and DPS prior to use under this Contract. Inspections will be verified prior to vehicle being allowed or included into the rotation.

- 2.2.2.3 Contractor equipment shall comply with the requirements of City and State laws and DPS Tow Truck Rules and Regulations (Exhibit 13, Title 13, Public Safety, Chapter 3. DEPARTMENT OF PUBLIC SAFETY, TOW TRUCKS). All vehicles used to provide service shall have a current Arizona Vehicle Emission Inspection Certificate to exhibit compliance with local emissions standards unless exempted due to Contractor's location. Copies of the certification shall accompany Attachment D, Equipment List.
- 2.2.2.4 All tow vehicles shall have the Contractor's name painted in a minimum of three (3) inch letters on both sides and shall display a DPS inspection seal. All drivers shall carry business cards stating the location and telephone number of the storage facility.
- 2.2.2.5 The Contractor's tow vehicles may be used for other business purposes when not providing services under this Contract.
- 2.2.2.6 All Contractor tow vehicles shall have operational two-way radios, mobile telephones or other like equipment, installed for communication with Contractor's dispatcher.
- 2.2.2.7 Trailers or wheeled dollies shall not be used for towing under this Contract.

2.2.3 RESPONSE:

- 2.2.3.1 Contractor shall provide a single, 24-hour telephone number to MCSO to use to request towing services. Contractor must acknowledge their acceptance of a call immediately. If contact is made with an answering machine, Contractor will lose the tow and be placed on the bottom of the Towing Area List rotation. Contractor must immediately acknowledge if they can meet the time requirement for arriving on scene as stated below.
- 2.2.3.2 The Contractor shall respond and arrive at the scene within thirty (30) minutes of the time the call is received, when a deputy or other MCSO employee is standing by. When no deputy or other MCSO employee is standing by (per MCSO Dispatch) the tow must be completed within three (3) hours. Failure by the Contractor to meet the response time requirement for an acceptable number of calls, as determined by County, may be considered grounds for suspension or termination of this Contract. County recognizes that occasions may arise in which the Contractor may be unable to supply a tow vehicle or respond within the required response time. In this situation, the County may use another Contractor on the contracted towing list.
- 2.2.3.3 Response time may be extended by MCSO to allow for reasonable and safe driving time or to compensate for periods of inclement weather that would create hazardous driving conditions as well as unforeseen highway closures and detours, or for parking limitations imposed by municipalities. It is also recognized there may be remote areas within certain tow zones where there may not be sufficient Contract coverage, thereby causing the response time to be longer than 30 minutes. County will take this into consideration when the response time exceeds 30 minutes in those zones.
- 2.2.3.4 The Contractor must have the ability to communicate with its drivers via radio, mobile telephone or other like equipment, so MCSO Dispatch has the ability to pass-on information to the driver through the Contractor's dispatch center as the driver responds to a call. The use of an answering service as a means of

communication with MCSO must be approved by the MCSO District Commander or his designate and must provide confirmation that the driver received the call.

- 2.2.3.5 If the Contractor's tow vehicle arrives at the requested location more than ten (10) minutes after, or notifies MCSO Dispatch that it will not arrive at the requested location more than ten (10) minutes after the required response time, the deputy on scene may declare the Contractor as non-responsive and request MCSO Dispatch to contact another Contractor's tow vehicle to the scene. MCSO Dispatch will notify the non-responsive Contractor that their call has been cancelled due to late response.
- 2.2.3.6 In a case where two (2) tow vehicles have been dispatched with one (1) Contractor on-scene with a tow vehicle capable of towing both vehicles and the second Contractor's tow vehicle will not be on-scene within the required response time, the deputy may authorize the on-scene Contractor to tow both vehicles. MCSO Dispatch will notify the second Contractor that its tow has been cancelled. The cancelled Contractor will go to the bottom of the rotation in this event.
- 2.2.3.7 Contractor must respond to special requests from MCSO for the immediate removal of some vehicles. MCSO will pay the contract towing and storage fees for any abandoned or impounded vehicle seized by MCSO in error. Contractor must provide MCSO an emergency phone number to facilitate release of a vehicle impounded in error. MCSO will be the sole judge of any impounding error.
- 2.2.3.8 Under no circumstances, shall Contractor combine a County/MCSO tow with a non-County/MCSO tow. Two vehicles responding on-scene with a vehicle already loaded or in-tow will be rejected as non-responsive to the call and Contractor will be subject to possible suspension.
- 2.2.3.9 Contractor shall be allowed to tow vehicles with trailer combinations belonging to the same owner and provided the Contractor has the equipment to do so. The Contractor shall only charge for each hookup, and multiple storage fees per vehicle. Multiple towing mileage charges do not apply, and Contractor shall charge mileage for only one item. This also includes special tow requests on all piece items (i.e. scrap materials, doors, blocks, generators etc.)

2.2.4 CALL CANCELLATION:

The Contractor agrees that when he responds to a call and the call is cancelled before the tow vehicle reaches the scene or tow vehicle reaches the scene and is released before any work or service the Contractor may invoice for one (1) applicable call-out hour in accordance with Attachment A, Section 2.4, unless cancelled due to late response time.

2.2.5 SITE CLEAN-UP:

The Contractor shall be clean-up debris at the scene of accidents to which they have responded unless otherwise instructed by the deputy. The Contractor may make reasonable, addition charges, (e.g. extra equipment and/or labor), for spilled cargo recovery, vehicle recovery from filled waterways, or other extraordinary circumstances based on actual time and cost expended on the clean-up upon approval of the deputy. *(Contractors shall not use juveniles (persons under the age of 18 years) to perform this clean-up or any other function at the collision or call-out scene unless exempt under A.R.S. §23-235).*

2.2.6 USE OF ANOTHER TOW SERVICE:

Contractor agrees that requests by vehicle owners or vehicle operators for another tow service will be honored if the on-scene deputy determines it is reasonable.

2.2.7 STORAGE FACILITY:

2.2.7.1 The Contractor shall maintain a storage facility of sufficient size to hold all vehicles towed for MCSO under this Contract, but shall not be located within a wrecking yard that is in the business of dismantling vehicles. The storage facility shall be located within the Contract Zone, or at the discretion of MCSO, within an adjacent Zone at a location that is within a fifteen (15) mile radius of the approximate center of the Contract Zone(s). The facility shall meet all state and local laws and ordinances. The Contractor's storage facility must be located within the geographic limits of individual area designations as described in Attachment G. All vehicles towed under this Contract shall be stored in the storage facility described in Attachment E. (Exception: If the Contractor is offering a storage facility that is outside the stated tow zone, the Contractor must support why the facility is not located within the zone. The MCSO will determine whether to approve this exception.)

The storage facility shall include the following:

- (1) Be in a fenced area used exclusively for towed vehicles, though not necessarily for vehicles towed exclusively under this Contract. The fence shall be at least six (6) feet in height. The fence may be constructed from chain link, masonry, wood or an equivalent fencing/security measure deemed sufficient by MCSO. Strands of barbed wire or fencing commonly known as "hog wire" or "chicken wire" are not allowed.
- (2) The storage facility shall have lighting to provide sufficient illumination to ensure the security of all stored vehicles in Contractor's care.
- (3) Contractor may provide either 24/7, on-site security personnel or a 24/7 monitored video security system.
- (4) The Contractor's telephone number shall be prominently posted on the storage facility location for after-hours vehicle release.

2.2.7.2 Contractor shall hold County and MCSO harmless for the safekeeping of towed vehicles and for items left in the vehicles. Any facility used by Contractor for storage of vehicles towed in conjunction with this Contract shall display signing that will easily identify the facility as a location used for the storage of vehicles towed for County. The address of the storage facility to which a vehicle is towed must be on the business card provided the citizen by the tow vehicle driver. If the citizen is not at the location from where the vehicle is towed, the business card must be provided to the deputy at the scene.

2.2.7.3 Storage facility shall have capability to accept payment by vehicle owners, lien holders or owner's authorized agents. Contractor shall not require vehicle owners, lien holders or owner's authorized agents to travel to a separate location to make payment.

2.2.7.4 Storage facilities may be added during the course of this Contract. Added storage facilities shall meet the same standards as set forth above in this document. Attachment E must be fully completed and submitted as part of any request to add storage facilities. County shall determine the need for storage facilities throughout the County. Storage facilities may be added or removed during the course of this Contract, to meet County's needs.

2.2.8 STORAGE OF VEHICLES:

- 2.2.8.1 The storage facility shall be on record with MCSO and vehicles shall not be stored at any location other than the storage location(s) on record. Vehicles shall not be removed from the storage facility of record for a period of ten (10) calendar days unless it 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 vehicle be moved to another designated location. If, after a period of ten (10) calendar days, instructions have not been received from the owner, their authorized agent or County, Contractor may move the vehicle to an alternate storage facility not more than fifteen (15) miles away that also meets the requirements of this Contract. Vehicles shall be taken directly to Contractor's storage facility unless otherwise authorize by the owner, owner's agent, MCSO or County.
- 2.2.8.2 Contractor shall **not** charge an additional towing fee when a vehicle is moved to an alternate storage lot at the Contractor's discretion.
- 2.2.8.3 Contractor shall **not** charge an additional towing fee when it is necessary for the Contractor to deliver a vehicle/unit(s) to the public roadway access adjacent to his/her property from the storage facility.
- 2.2.8.4 During normal business hours (8:00 am thru 5:00 pm), Contractor shall make a vehicle accessible, at **no** charge, to the owner or owner's authorized agent for purposes of retrieving personal items or removal of the vehicle from a storage lot, when the vehicle is claimed by the owner or the owner's authorized agent. This also applies if Contractor's storage facility is normally open for business on Saturdays and/or Sundays.
- 2.2.8.5 Outside of normal business hours, Contractor may charge a \$25 fee to make a vehicle accessible to the owner or owner's authorized agent. This fee shall not be charged for access on Saturdays and Sundays if the storage facility is normally open for business on Saturdays and/or Sundays.
- 2.2.8.6 Only Contract rates for storage may be charged to vehicle owners, lien holders or owner's authorized agents to reclaim abandoned vehicles. All towing and storage charges will be paid by the owner, lien holder or authorized agent of reclaimed vehicles, unless the vehicle was impounded in error by MCSO or a delay in the vehicle owner reclaiming a stolen vehicle that was recovered, as the result of MCSO not promptly notifying the vehicle owner of the recovery. In these instances ONLY, MCSO will be responsible for payment of any towing and/or storage charges. Rates to be charged are as set forth in Attachment A.
- 2.2.8.7 In the event a stored vehicle needs to be identified by the MCSO Tow Coordinator, by secondary means (Level 1 or 2 inspection) due to a partial VIN or no VIN being recorded at the time of the original tow, the Contractor will be required to notify the Tow Coordinator, via email or telephone, within three (3) business days that a stored vehicle requires identification.
1. If the Contractor does not notify the Tow Coordinator within the three (3) business calendar days, payment of any towing and/or storage fees that MCSO is responsible for shall be limited to fifteen (15) calendar days. In this circumstance, MCSO shall not be responsible for any additional storage fees.
 2. If timely notification is made to the MCSO Tow Coordinator and MCSO is responsible for the payment of any towing and/or storage

fees; the Contractor will be entitled to additional storage fees up to and until the vehicle is identified.

2.2.9 RELEASE OF VEHICLES IMPOUNDED IAW A.R.S. §28-3511:

2.2.9.1 Contractor shall **not** release any vehicle impounded under A.R.S. §28-3511 unless the person claiming the property is the owner, lien holder or owner's authorized agent and that person presents the original copy of the MCSO Tow Services Unit's Release of the property. The Release consists of a single white sheet of paper, 8"x11", with a yellowish MCSO star in the upper corner and contains:

2.2.9.1.1 The name of the owner, lien holder or owner's authorized agent;

2.2.9.1.2 The property information (e.g. VIN, serial number, etc.); and

2.2.9.1.3 Tow company's name, address and telephone number.

2.2.9.1.4 Signature of MCSO official.

2.2.9.2 In addition to the Release, the owner, lien holder or owner's authorized agent shall show the Contractor a valid drivers' license from any jurisdiction (e.g. any state, Mexico, Japan, India, etc.).

2.2.9.3 The owner, lien holder or owner's authorized agent may have the property moved from the Contractor's storage facility by any lawful means. This does not infer that only the Contractor may perform the tow. The Vehicle owner or owner's authorized agent may have the vehicle towed from Contractor's storage facility. Contractor must allow another tow company entry to Contractor's storage facility to hook-up the vehicle, or Contractor may move the vehicle out of its storage facility. Under neither circumstance, shall Contractor charge a fee.

2.2.10 DISPOSITION OF UNCLAIMED VEHICLES AND PROPERTY:

If Contractor obtains title to an unclaimed vehicle as applicable by law, Contractor shall sell the vehicle or property in a manner that achieves the greatest residual value for the County. Sales may 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.

2.2.10.1 Sales Proceeds:

Contractor shall remit to MCSO a portion of the gross proceeds resulting from any sale base on the rates set forth herein. Gross proceeds mean the total amount for which the vehicle or property was sold, auctioned or sold for disposal. Offeror shall state the percentage of gross sales proceeds on Attachment A. If Contractor elects to keep an unclaimed vehicle for business or personal use, Contractor shall remit to MCSO an amount equal to the percentage of gross proceeds that would have been obtained via the sale of the vehicle. This amount shall be calculated by utilizing Kelly Blue Book or other related sources of used vehicle values and the percentage stated in Attachment A.

2.2.10.2 Condition

All vehicles 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.

2.2.10.3 Inventory

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

2.2.10.4 Storage

Contractor shall store all vehicles prior to their sale as provided in the Contract.

2.2.10.5 Proceed Reports

Contractor shall provide to MCSO accurate accounting of all vehicle sold no later than thirty (30) calendar days after the date of sale utilizing the MCSO Vehicle Proceeds Report (Exhibit 12).

2.2.10.6 Disposition of Proceeds

Contractor shall remit to MCSO the portion of gross proceeds along with the proceed report. Proceeds shall be remitted via a company check, cashier's check or money order drawn on a local bank within one (1) week of sale. Checks shall be made payable to Maricopa County Sheriff's Office and be delivered to the MCSO Property and Evidence Division contact.

2.2.10.7 Auditing

MCSO and County have the right to audit Contractor sales, auction and disposal records at any time upon one (1) calendar day notice.

2.2.10.8 Online Auctions

- 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.
- Vehicle Viewing: Contractor shall create a photograph(s) of the vehicle for viewing on the Auction website, along with an adequate description of the vehicle sufficient to effectively complete the auction.
- Security: Contractor shall ensure the auctioning service website provides adequate security concerning the vehicle information, the bidder information and the auction information.
- Costs: All costs incurred in the preparing and performing online auctions shall be borne solely by Contractor

2.2.10.9 In Person Auctions

- 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.
- Location: The auction must be conducted in Maricopa County or at a location that is not more than ten (to) street or highway miles from the geographic boundaries of the County.
- Vehicle Viewing: Contractor shall provide all bidders an opportunity to inspect the vehicle 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.
- Security: Contractor shall provide adequate crowd control and security at the auction.

- Transportation: Contractor shall transport all vehicles to and as necessary from the auction site
- Costs: All costs incurred in the preparing and performing auctions shall be borne solely by Contractor

2.2.10.10 Bidder Assistance

Contractor shall provide a phone number at its website that is answered by a person who can provide complete information as to the operation of the auction and 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. with the exception of the following holidays; New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas.

2.2.10.11 Advertising

Contractor shall advertise auctions in a manner that will maximize attendance and revenue. At a minimum, auctions shall be advertised no less than two (2) and no more than four (4) weeks prior to the auction. The advertisement shall include: date, time, location, item description and auction website. The website shall contain bidder registration information.

2.2.11 AVAILABILITY:

2.2.11.1 Contractor shall have towing services available twenty-four (24) hours per day, every calendar day of the year.

2.2.11.2 Contractor shall have staff readily available at its vehicle storage facility for the purpose of contract property/vehicle release and/or appraisal, at no charge, during normal business hours which is defined as between 8:00 am through 5:00 pm, Monday through Friday, including Saturdays and/or Sundays if normally open, except on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Release of vehicles should be arranged by the Contractor and the owner, or their agent, to occur during these business hours. There shall be no open lot fee charged by Contractor for releasing reclaimed vehicles during the hours of 8:00 am through 5:00 pm, even if the vehicle storage is away from the Contractor's regular place of business.

2.2.11.3 If a Contractor's vehicle storage facility is normally open for business on Saturdays and/or Sundays, Contractor shall not charge an "After-Hours Access Fee" on Saturdays and/or Sundays for any reason during normal business hours.

2.2.11.4 All property/vehicles, properly approved and requested for release shall be conveyed to the owner or owner's authorized agent within thirty (30) minutes of the request. Any owner or owner's authorized agent present between 8:00 am and 5:00 pm will receive their property within those thirty (30) minutes.

2.2.12 DRIVERS:

2.2.12.1 All of the Contractor's tow truck drivers shall meet the requirements specified in Title 13, Public Safety, Chapter 3. *Department of Public Safety, Tow Trucks* (Exhibit 13). Heavy tow vehicle drivers shall also possess a current commercial driver license in order to operate a tow vehicle rated as heavy. Contractor shall provide the same information, to the MCSO Tow Coordinator, within three (3) working days of being hired, on all new drivers hired during the term of this Contract. The Driver or operator shall provide his license to any law enforcement officer upon demand.

2.2.12.2 Drivers shall refrain from using profane or vulgar language in a public area while performing work under this Contract.

2.2.12.3 Contractor shall not subcontract for tow vehicle driver labor services unless a form SS-8 has been file with the IRS and the IRS has determined that tow vehicle 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 the State of Arizona Worker’s Compensation insurance regulations.

2.2.12.3.1 In the event that a subcontract is approved by County, the following additional terms and conditions shall apply:

2.2.12.3.1.1 Subcontract vendor shall comply with all terms and conditions stated within this Contract

2.2.12.3.1.2 Subcontractor shall have magnetic signing on their vehicle indicating them as part of the Contracted party.

2.2.12.4 All invoicing shall be processed through the Contractor solely. Invoices issued by Subcontractor shall not be paid.

2.2.13 SOLICITATION OF BUSINESS PROHIBITED:

For purposes of this Section, the term ‘Contractor’ shall include any and all of the Contractor’s officers, managers, employees, independent, or subcontractors and agents. Further, ‘access’ shall mean the opportunity to inspect either the interior or exterior of the vehicle or to review or receive any document or electronic file containing information related to that vehicle. Notwithstanding any other Section of this Contract, this Contract may be terminated by County upon a single violation of this Section.

2.2.13.1 In connection with any vehicle towed pursuant to this Contract, Contractor may **not** solicit business for, or contact the vehicle owner or his authorized agent, on behalf of any body shop, towing company, wrecking yard, health care provider, lawyer or other person or business of any description. For purposes of this Section, the term ‘tow process’ shall mean the period of time beginning when the Contractor received a call for service under this Contract and ending when the vehicle’s owner or his authorized agent has removed the vehicle from the Contractor’s premises.

2.2.13.2 The Contractor may **not** enter into an agreement or single transaction with any business or person whereby the 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 related to a vehicle, 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 official capacity, access to a vehicle towed pursuant to this Contract unless that access is required in direct and specific furtherance of a responsibility imposed upon the Contractor under this Contract.

2.2.13.3 The Contractor shall **not** perform any additional services relating to citizen vehicles for which payment is expected without the express written consent of the citizen before the service(s) is/are performed.

2.2.14 SAFEKEEPING OF VEHICLES:

2.2.14.1 The Contractor shall be responsible for the safekeeping of all vehicles that come into its possession pursuant to this Contract. As a part of this

safekeeping, the Contractor shall ensure that the interior areas of accident and stolen-recovery vehicles are protected from rain and other elements by closing all operating windows. In the event the window(s) are broken, inoperable or missing, the Contractor must seal the window(s) with plastic material to help prevent weather damage to the vehicle's interior. (NOTE: This service is not expected to be performed for derelict or totaled vehicles with no residual value.) The cost for this service shall be included in the Basic Call Fee indicated in Attachment A. The Contractor is not required to perform this service at an accident scene.

2.2.14.2 The Contractor shall **not** allow the removal of property from a vehicle towed pursuant to this Contract by the Contractor, or any other person acting with the permission, express or implied, of the Contractor, without the express permission of the vehicle's owner, or the owner's authorized agent.

2.2.14.3 The Contractor shall **not** allow any act on the part of the Contractor to disable, or further disable, a vehicle towed pursuant to this Contract.

2.2.14.4 The Contractor shall **not** allow any intentional act to reduce the value of, or lessen the cosmetic appearance of a vehicle towed pursuant to this Contract.

2.2.15 CONTRACTOR TAKING OWNERSHIP OF VEHICLE IAW A.R.S §28-3511:

2.2.15.1 Contractor is allowed to begin the abandon title process to take ownership of an impounded vehicle on the fortieth (40) day the vehicle has been held in Contractor's possession. The release of abandoned titles from MCSO requires a copy of the MCSO issued tow sheet. Vehicles without the tow sheet cannot be released.

2.2.15.2 The owner, lien holder or owner's authorized agent may sign the vehicle over to Contractor.

2.2.16 CONTRACTOR PERFORMANCE:

2.2.16.1 All complaints, regardless of the source, will be investigated by MCSO. Upon completion of the investigation, MCSO will classify the complaint as unfounded, exonerated, not sustained, sustained, or partially sustained and maintain a copy of all complaints, findings and actions taken, if any, on file in the MCSO Tow Coordinator's office. The files may include a separate file on each driver.

2.2.16.2 Complaints include, but are not limited to: unqualified driver; negligent administration; negligent operation; unsafe vehicle; unethical business practice; conduct unbecoming an owner/operator; and operating while under the influence of alcohol or drugs.

2.2.17 CUSTOMER COMPLAINTS:

The Contractor shall make every effort to treat vehicle owners or vehicle operators in a fair and courteous manner. The Contractor shall not charge in excess of Contract fees specified in Attachment A, nor shall the owner be charged for any services not authorized in this Contract without the prior approval of the vehicle owner or his authorized agent. Complaints will be investigated in accordance with established MCSO policies and procedures to the extent deemed necessary by MCSO. Any complaints brought to the attention of the Contractor by MCSO or a vehicle owner or vehicle operator shall be answered in writing to the MCSO Tow Coordinator by Contractor within thirty (30) days of notification. Any vehicle owner or vehicle operator complaints deemed sustained may result in suspension or termination of this Contract.

2.2.18 BILLING AND PAYMENT:

- 2.2.18.1 Fees charged by Contractor for services under this Contract shall not be in excess of those authorized per Attachment A. Contractor shall submit an itemized invoice to the vehicle owner for all towing services provided under the terms of this Contract. The invoice shall include, when applicable, time expended and hourly rates for all labor and equipment used in the recovery and towing process. When rental equipment is used, the rental agency's name, address and telephone number must be included. Larger-duty class tow vehicles may be used for lighter-duty tows, but must be billed at the lighter-duty tow rates.
- 2.2.18.2 The Contractor agrees that the vehicle owner is solely responsible for any and all payments for any recovery or towing service rendered hereunder, and further, that MCSO and County shall not be liable to the Contractor for any payment loss or claim for damages of whatsoever nature the Contractor should suffer from its performance of any recovery or towing service hereunder.
- 2.2.18.3 The Contractor may charge per hookup per vehicle and storage fees per vehicle. The contractor shall not charge for multiple mileage items on the same tow call.
- 2.2.18.4 The Contractor shall clearly and conspicuously post the MCSO/County rates described in attachment A. Said posting must be on the Contractor property and be viewable by the public.
- 2.2.18.5 Regardless of number of days of storage, the maximum allowable amount billable for storage of a vehicle is \$1,000.00.
- 2.2.18.6 Billable rates shall apply to all zones without differentiation.
- 2.2.18.7 Billable Days: Storage rates accrue each day after 12:00 pm, following the initial 24-hour period, at \$25.00 per day. Each subsequent day after 12:00 pm will result in another daily storage fee. The 24-hour period begins when the vehicle has been dropped and hourly towing rates no longer apply.
- 2.2.18.8 4x4 Recovery: 4x4 hourly rates apply when the Deputy determines a 4x4 is necessary for a vehicle's recovery. Contractor may only charge the hourly/hook-up rate of ~~\$125~~ **\$135** per hour. No mileage will apply to the 4x4 recovery unless the 4x4 recovery vehicle is also able to transport the recovered vehicle to the storage yard. In this instance, mileage will be charged at the applicable rate based on whether the vehicle is a light, medium or heavy duty classification. The off-road recovery fee of \$125.00 will apply to all 4x4 recoveries. Winching and water recovery fees will apply, when applicable.
- 2.2.18.8.1 If Contractor chooses to utilize additional equipment to provide this service, Contractor may not bill for standby time (i.e. Second truck waiting for the 4x4 recovery vehicle).
- 2.2.18.8.2 Billing will apply in the following manner:
- 2.2.18.8.2.1 4x4 Recovery Vehicle: Hourly rate applies from callout until vehicle is dropped. If secondary equipment is used, no mileage will be charged for the 4x4 recovery.

- 2.2.18.8.2.2 Secondary Equipment (i.e. flatbed): Hourly rate applies from callout to arrival at location. *Secondary equipment will enter into standby time at no cost to Customer during the 4x4 recovery.* Time starts again once 4x4 Recovery Vehicle drops the vehicle for hook-up. At this point, secondary equipment will go back on the clock. Mileage will be charged from this location to the storage yard.

2.2.19 PAYMENT METHODS:

Contractor is allowed to determine the method of payment for towing and storage fees for non-County vehicles. Contractor shall have the ability to accept the following payment methods for fees at Contractor storage facility: cash, company check, cashier check, money order and all major credit and debit cards. In no event shall Contractor require vehicle owner to travel to an alternate location for payment processing.

2.2.20 FEE SCHEDULE:

Fees listed in Attachment A, are the ONLY fees to ever be charged. No other charges are to be assessed to private citizens, the County or MCSO. If equipment not listed in Attachment A is required, the on-scene deputy must approve its use prior to deployment of the equipment. Any such equipment use MUST be indicated on the MCSO Tow Sheet and citizen's invoice. Any violation to this Section is grounds to immediately terminate this Contract in its entirety. County reserves the right to audit all invoices for all tow against this Contract and may contact parties that have had their vehicle towed to survey how they were treated and to verify how much they were charged for the service. Fees in Attachment A shall remain in effect from time Contractor is dispatched until vehicle is released to owner or owner's authorized agent.

2.2.21 RECORD KEEPING:

2.2.21.1 Contractor shall maintain Contract-related records and/or computer files separate from all other records and/or computer files the Contractor may keep, of each vehicle towed under this Contract, including the following information:

- Date vehicle was towed;
- Time vehicle was towed;
- Location of where vehicle was picked-up, where the vehicle was taken and total miles towed;
- Type of tow performed (e.g. accident, abandoned, etc.);
- MCSO DR Number;
- Name and serial number of deputy authorizing the tow;
- Name of tow vehicle driver;
- Date of storage;
- Time of storage;
- Make, model, color and year of vehicle;
- License plate number and state;
- Vehicle identification number;
- Date vehicle was claimed (photocopy of claiming party's license, etc.);
- Time vehicle was claimed;
- Name and signature of individual or authorized agent to whom the vehicle was released, or pursuant to whose instructions the vehicle was released or disposed;
- Statement for ALL 3511-impounded vehicles, including Contractor representative's name, indicating they did review all MCSO release

paperwork to ensure it included all required information, prior to releasing a vehicle;

- Date of 10-day report (A.R.S §28-4838); and
- Itemized list of all charges totaled to-date.

2.2.21.2 Contractor shall maintain Contract-related records and/or computer files of each 3511-impounded vehicle separate from all other records and/or computer files the Contractor keeps in accordance with 2.3.22.1, above.

(NOTE: The filing of a 10-day report is required by A.R.S. §28-4838, and the fees assessed by the Arizona State Motor Vehicle Division for this filing may be charged to the owner of the towed vehicle. Note, also that proof of vehicle ownership will be guided by A.R.S. §28-2158.)

2.2.21.3 Contractor is fully responsible for assuring that all tow services arising from this Contract are at the correct and applicable Contract rates. Contractor is required to establish and maintain a process to monitor its billing practices and refund all over-charges that may occur. County 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 which the Contractor has not already identified through its monitoring process and refunded the over-charges, the Contract may be terminated for default. 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 County to terminate this Contract for a breach occurring during the period of the audit.

2.2.22 ROUTINE INSPECTION:

Contractor agrees to permit MCSO to conduct, without prior notice, a thorough inspection of Contractor's business records and facilities used to perform this contract. The inspection of Contractor's records may be done at the Contractor's place of business or at the MCSO Tow Services Unit as determined by the MCSO Tow Services Coordinator or designee. Failure to comply with an inspection may result in termination of this Contract by County.

2.2.23 AUDITING:

In order to provide auditing of Contractor's invoices, and notwithstanding any terms or conditions of this Contract, Contractor shall make available to County, copies of itemized tow bills for each vehicle which it has towed for MCSO. These copies shall be available at the Contractor's place of business within ten (10) days of the tow. Upon request by County, a copy of the bill(s) shall be faxed or delivered to the MCSO Tow Coordinator.

County reserves the right to conduct random quarterly audits of all towing invoices processed by Contractor for the previous three months. Upon request by County, copies of all applicable invoices shall be made available for inspection. Failure to comply with audit request or failure to produce all of the requested invoices may be grounds for determination of default. All invoice irregularities shall be reported by County to Contractor for explanation or resolution. Billing errors that are not immediately resolved by Contractor or a consistent pattern of errors shall both be grounds for determination of default.

2.2.24 TOWING AREA ZONES:

MCSO has designated the the following contract tow zones, which are subject to change due to MCSO district realignment or highway construction: (See, also Exhibit 5.)

**SOUTHWEST
BUCKEYE
CHANDLER
GILA BEND
NORTH
CENTRAL
SUNFLOWER**

**NORTHWEST
TONOPAH
FOUNTAIN HILLS
MESA
CAVE CREEK / NEW RIVER/ANTHEM
WICKENBURG
QUEEN CREEK**

- 2.2.25 Contractor agrees to the following, understanding that a Contract Amendment will be issued to incorporate any changes including but not limited to:
- 2.2.25.1 Charge the Contract Price for any miles added to existing highways due to new construction or for zone realignment.
 - 2.2.25.2 Charge the Contract Price regardless if the vehicle is towed from the interstate, U.S. Highway, State Route or surrounding city or county roadways, so long as the request for towing is generated by MCSO.
- 2.2.26 **CONTRACTOR ROTATION TOWING LIST:**
- 2.2.26.1 All applicable provision of the Arizona Revised Statutes and DPS regulatory provisions are hereby incorporated into this contract. Compliance with these provisions is mandatory whether or not specifically cited in this contract.
 - 2.2.26.2 Pursuant to A.R.S. §28-1108E, contracts shall be awarded on the basis of competitive bidding. The County reserves the right to reject all bids. If only one bid is received, the County may reject the bid and negotiate a contract without bidding if the negotiated contract is at a price lower than the bid price under the terms and conditions specified in the call for bids.
 - 2.2.26.3 In compliance with A.R.S. §28-1108E, bidders must disclose with their bid the owners of the towing firm and, if the owners own other towing firms that are also applying for the same contractual agreement, the names of those towing firms.
 - 2.2.26.4 Pursuant to A.R.S. §28-1108G, a towing firm may only have one contract per geographic towing area with the County for towing or storage services, or both. If an owner of a towing firm has a common ownership interest in another towing firm or the assets of another towing firm, the owner may not participate in any other application for a contractual agreement within the same geographic towing area. Any bid submitted contrary to this requirement will be rejected and not considered for award.
 - 2.2.26.5 Pursuant to A.R.S. §28-1108G, if the contractor has a contract awarded by the County and acquires another towing firm that has been awarded a contract by the County, the contracts remain valid for one year from the date of the acquisition.
 - 2.2.26.6 A towing company (Contractor) shall be allowed only one (1) position on each towing area list (geographic zone). For the purposes of this Contract, a towing company is defined as one doing business under their own unique Federal Tax ID Number.
 - 2.2.26.7 If it is determined that any contractor is in violation of A.R.S. §28-1108F the County may terminate the contract.
 - 2.2.26.8 The County Tow Coordinator shall keep a detailed call log for all towing dispatches. Contractor may inspect the report with authorization of the Tow Coordinator.

2.2.27 APPLICABLE ARIZONA REVISED STATUTES:

The Contractor shall comply with all laws of the State of Arizona pertaining to the handling and disposal of abandoned or impounded vehicles, including the submission of all necessary reports to the Arizona Department of Transportation Motor Vehicle Division. Additionally, the application of A.R.S. §§ 28-872 and 3511 to this Contract are absolute and incorporated herein by this reference.

2.2.28 TERMINATION / SUSPENSION:

2.2.28.1 Termination.

The Contractor agrees that County may immediately terminate this Contract, including but not limited to the following:

- 2.2.28.1.1 Failure of the Contractor to comply with all provisions of this Contract;
- 2.2.28.1.2 Evidence that the Contractor is now or has engaged in illegal or unlawful practices, pursuant to Arizona law or regulation;
- 2.2.28.1.3 Evidence that the owner of a towing company or an operator is convicted of any crimes listed above while providing contract tow services to County;
- 2.2.28.1.4 Evidence that the Contractor is unresponsive to customer complaints and/or failure to cooperate with County in the investigation of complaints;
- 2.2.28.1.5 Contractor has released a citizen's name to anyone or any entity other than the citizen, the citizen's agent, lien holder or insurance company (e.g. body shop, repair shop, attorney, doctor or medical entity) contrary to restrictions specified in Section 2.3.29.
- 2.2.28.1.6 The removal of property from a vehicle towed pursuant to this Contract by the Contractor, or any other person acting with the permission, express or implied, of the Contractor, without the express permission of the vehicle's owner, or the owner's authorized agent. This section shall apply irrespective of whether the Contractor's management was aware of the unauthorized removal, and irrespective of the purpose for the unauthorized removal.
- 2.2.28.1.7 Any act on the part of the Contractor to disable, or further disable, a vehicle towed pursuant to this Contract by the Contractor shall be grounds for immediate termination of this Contract. This section shall apply irrespective of whether the Contractor's management was aware of the act to disable, and irrespective of the purpose for the act to disable.
- 2.2.28.1.8 The intentional act of the Contractor to reduce the value of, or lessen the cosmetic appearance of a vehicle towed pursuant to this Contract, without the express permission of the vehicle's owner or the owner's authorized agent, shall be grounds for immediate termination of this Contract. This section shall apply irrespective of whether the Contractor's management was aware of the act identified herein, and irrespective of the purpose for the act identified herein. This section shall not apply to the

natural operation of time or the elements on the condition of a vehicle.

- 2.2.28.1.9 Failure to allow MCSO access to Contractor's records required by Sections 2.3.20 and/or 2.3.21 of this Contract.
- 2.2.28.1.10 Contractor has intentionally charged a private citizen, MCSO or County any fee or rate not specifically included in the Fees listed in Attachment A, hereto.
- 2.2.28.1.11 If a Towing Company becomes abusive with any MCSO Office personnel or the public, the Towing Company may be subjected to immediate contract termination.

2.2.28.2 Suspension.

In lieu of contract termination, County reserves the discretion to immediately suspend the Contractor. Reinstatement will be dependent upon the Contractor demonstrating that the cause for the suspension has been corrected. Notice of suspension shall be made in writing or by telephone message to the Contractor or his representative, stating the length of the suspension and the reason(s) therefore. If suspension is made by telephone, a written confirmation of the suspension will follow within three (3) working days.

The Contractor agrees that County may immediately suspend the contractor including but not limited to the following reasons: :

- 2.2.28.2.1 Contractor has failed to meet response time or has failed or refused to respond three (3) times within a thirty day period;
- 2.2.28.2.2 Contractor has towed a vehicle to a location other than that specified by the citizen, the citizen's agent or MCSO;
- 2.2.28.2.3 Contractor has charged for a service not included or specified in Attachment A hereto;
- 2.2.28.2.4 Contractor has responded to a scene without proper equipment on three (3) occasions within a thirty day period;
- 2.2.28.2.5 Contractor has released a vehicle from storage within a five (5) day period without the owner or the owner's agent's authorization;
- 2.2.28.2.6 Records required by Section 2.3.20 or 2.3.21 were found to be either not available or were incomplete and/or inaccurate upon inspection by County;
- 2.2.28.2.7 Contractor tow vehicle has responded to a call with a non-County/MCSO vehicle already loaded or in-tow.

2.2.29 CONTRACT VIOLATIONS:

The County requires the Contractor to comply with all Contract particulars at all times. A confirmed violation of any contract requirement that does not result in termination shall be immediately remedied and may result in a thirty (30) day suspension off the rotation list for the towing company within the towing area in which the violation occurred. Two thirty (30) day suspensions of a company within a six (6) month period is cause for contract termination.

2.2.29.1 The failure on the part of the County to exercise any right granted to it in this Section when that right first accrues shall not be deemed a waiver on the part of the County to exercise that right at a later time. The County may terminate this Contract for cause in a calendar year following the year in which the violation threshold was exceeded.

2.2.29.2 The Contractor will be notified in writing by the County of a violation and the Contractor will have ten (10) calendar days from the date of mailing to respond in writing. The County'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 County substantiating the violation. The Contractor's mailed response will be considered timely if post-marked within this ten (10) day period. Failure of the Contractor to respond within this time period will be deemed an admission that the violation occurred. The response will be evaluated by the County Procurement Officer and the violation upheld or reversed in his or her sole discretion.

2.2.29.3 The County may collect from the Contractor \$75.00 as liquidated damages for each violation upheld. All sums payable by the Contractor under this Section shall be due and payable within thirty (30) calendar days after a written decision upholding the violation has been mailed. All sums unpaid after such thirty (30) days period shall accrue interest at the rate of ten percent (10%) per annum. If unpaid sums under this Section, including accrued interest, exceed \$300.00, the Contract may be terminated for default.

2.2.30 BUSINESS CARDS:

The Contractor shall provide to each person whose vehicle is being towed, a business card with the following information:

- o Business name;
- o Business address;
- o Business telephone number;
- o Normal business hours of operation; and
- o Storage facility address (if different from business address).

2.2.31 COMMUNICATION IN ENGLISH:

It is mandatory that the lead person assigned to any facility be able to speak, read and write in English in order to communicate with the Towing Coordinator.

3.0 PURCHASING REQUIREMENTS:

3.1 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit. **Reports shall be sent to the following address (electronic or standard):**

Mcs0.3511@mcs0.maricopa.gov

Or

**Maricopa County Sheriff's Office
Attn: Tow Coordinator
550 West Jackson
Phoenix, AZ 85003**

3.2 BACKGROUND CHECK:

Bidders/proposers need to aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the company, sub-contractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

3.3 INVOICES AND PAYMENTS:

3.3.1 The Contractor shall submit one (1) legible copy of a detailed invoice. The invoice must be left with the service writer or in the afterhours drop box at the time of the tow delivery. At the minimum the following information should be listed:

- Contractors name and address
- County Department
- Contract Serial Number
- County purchase order number (if applicable)
- Invoice number
- Date and time of service
- Location of tow
- Contractors odometer reading for mileage (if applicable, in route to destination)
- Destination of vehicle
- County vehicle number
- County vehicle license plate number
- Description of Services
- Call out / Hook-up rate
- Mileage w/rate (if applicable after 1st 50 free miles)
- Other services w/rates
- Arrival and completion time
- Contractors driver name and signature
- Signature of County employee (when available)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.6 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.7 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.8 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's

intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

4.4 INSURANCE.

4.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

4.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

4.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

- 4.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.4.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.4.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.4.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.4.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.4.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

~~4.4.11 Professional Liability.~~

~~Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.~~

4.4.12 Certificates of Insurance.

4.4.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.4.12.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.4.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.4.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.5 ORDERING AUTHORITY:

4.5.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.6 REQUIREMENTS CONTRACT:

4.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. Award of a contract does not guarantee any minimum or maximum services will be ordered. The contract only provides that if services are ordered under this contract, the rates awarded in this contract apply.

4.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.6.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.7 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.7.1 Cancel the stop-work order; or
- 4.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 4.7.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.
- 4.7.4 Make any other determination consistent with the County's requirements.

4.8 TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract in whole or part for convenience by providing notice to Contractor. Upon receipt of notice of termination for convenience the contractor shall immediately cease performance and take all reasonable efforts to minimize further costs to the County. The contractor may seek an equitable adjustment resulting from a termination for convenience.

4.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract for default if the Contractor fails to:

- 4.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.9.2 Make progress, so as to endanger performance of this contract; or
- 4.9.3 Perform any of the other provisions of this contract.
- 4.9.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.11 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.12 SUBCONTRACTING:

- 4.12.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

- 4.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.15 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 4.15.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

- 4.15.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

- 4.15.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.16 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.18 RELATIONSHIPS:

- 4.18.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.
- 4.18.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 4.19.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor
- 4.19.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 4.19.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 4.19.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4.19.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 4.19.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 4.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 4.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the

County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.21 CONTRACTOR LICENSE REQUIREMENT:

4.21.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.21.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.22 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.22.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.22.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.23 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.