

RFP #: 08-11-13
PROJECT: PCSO TOWING AGENCIES

Pinal County
Finance Department
31 N. Pinal St.
Bldg. A
P.O. Box 1348
Florence, AZ 85232

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NOTICE OF REQUEST FOR PROPOSALS

Designated Agency: PINAL COUNTY FINANCE DEPARTMENT

Material or Service: PCSO TOWING AGENCIES

Contract Type: FIRM FIXED PRICE

Contract Period: BASE: OCTOBER 1, 2009 – SEPTEMBER 30, 2010
OPTION 1: OCTOBER 1, 2010 – SEPTEMBER 30, 2011
OPTION 2: OCTOBER 1, 2011 – SEPTEMBER 30, 2012
OPTION 3: OCTOBER 1, 2012 – SEPTEMBER 30, 2013
OPTION 4: OCTOBER 1, 2013 – SEPTEMBER 30, 2014

Pre-Submittal Conference MAY 27, 2009 2:00 PM – 4:00 PM
BOS CONFERENCE ROOM
31 N PINAL ST, BLDG A, FLORENCE AZ

Questions Due: JULY 2, 2009 AT 5:00 PM

Solicitation Due Date: JULY 21, 2009 AT 2:00 PM

Solicitation Opening Date: JULY 21, 2009 AT 2:15 PM

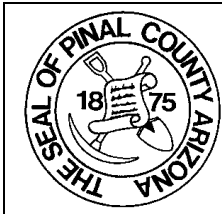
Solicitation Opening Location: 31 N. PINAL ST., FLORENCE, AZ 85232
BLDG. A., SECOND FLOOR

Procurement Officer Contact Name: JOSHUA M. IRWIN, BUYER II

Telephone: (520) 866-6262

Fax: (520) 866-6661

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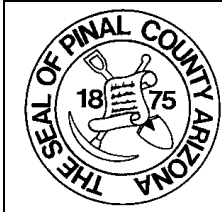
DOCUMENTS REFERENCED:

You may access a copy of the documents referenced within this Bid at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at <http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

Pinal County Procurement Code – Articles 1 through 13 – is available at:
<http://pinalcountyaz.gov/Departments/Finance/Pages/Home.aspx>

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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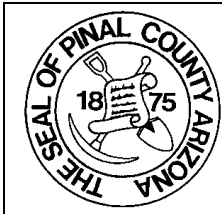
AUTHORIZATION

In accordance with the Pinal County Procurement Code, Offers for the goods or services specified will be received by the **Pinal County Finance Department**, at the above specified location, until the time and date cited. Offers received by the correct time and date shall be opened and only the Offeror's name shall be publicly read. All other information contained in the Offer shall remain confidential until award is made. **If you need directions to our office**, please contact the Procurement Officer listed on the front page.

Offers shall be in the actual possession of the Finance Department at the location indicated, on or prior to the exact time and date indicated above. Late Offers shall not be considered.

Offers must be submitted in a sealed envelope/box with the solicitation number and Offeror's name and address clearly indicated on the outside of the envelope/box(s). All Offers must be written legibly in ink or typewritten. Additional instructions for preparing an Offer are provided herein.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.



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PCSO TOWING AGENCIES STATEMENT OF WORK

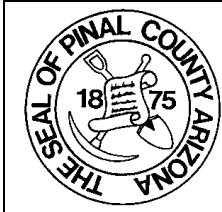
1. **PURPOSE:** The Pinal County Finance Department, acting on behalf of the Pinal County Sheriffs Office (PCSO), seeks to enter into term contracts with multiple towing service companies capable of providing PCSO initiated accident scene towing, site clean up & storage services; abandoned and confiscated vehicle towing & storage services; and stranded motorist roadside assistance services in accordance with the terms, conditions, specifications, scope of work/specifications contained herein including such amendment(s) thereto as may be issued prior to the public opening of this RFP in Pinal County for the County maximum allowable rates set forth herein. Prospective Offerors should have demonstrated capabilities in the areas contained in this section.

2. **BUSINESS PRESENCE:** Offerors shall have and maintain an existing and properly zoned place of business and/or tow release facility and storage facility or facilities within the contract tow zone area or areas submitted as part of its offer, with the following exceptions:
 - a) Contractors offering services in District 5 may have a facility or facilities outside of the designated zone boundary if such facility is within 15 air miles of US 60 milepost 228.
 - b) Contractors offering services in District 6 may have a facility or facilities outside of the designated zone boundary if such facility is within 15 air miles of the following landmarks:
 - US Hwy 177 Milepost 152
 - US Hwy 77 Milepost 119
 - US Hwy 77 Milepost 102
 - US Hwy 79 Milepost 101

3. Contractors shall provide all equipment, hardware, personnel, labor, storage facilities, insurance and services required to provide PCSO initiated towing and related service every day of the year, to include:
 - a) Accident scene towing, site clean up & vehicle storage services;
 - b) Abandoned and confiscated vehicle towing and vehicle storage services;
 - c) Stranded motorist roadside assistance services;
 - d) All other PCSO initiated tow related services performed in accordance with A.R.S. §28-872 and/or which the Department may require.

4. **GEOGRAPHIC AREAS:** For the purposes of this contract Pinal County has been divided into the following contract tow zone areas (see Exhibit A for Map). **Heavy Tow Truck Operations are exempt from district boundaries rules:**

District One: West boundary line starting at the north county line extending south on Highway 87 to Skousen Road continuing south to Eleven Mile Corner Road ending at Selma Highway. South boundary line east on Selma Highway extending to Highway 79, Southeast on Highway 79 to Freeman Road, Northeast on Freeman Road ending at Barkerville Road. East boundary line Barkerville Road extending to the north extension road of Arizona Farms Road. North boundary line Arizona Farms Road west to Gila River Indian Reservation



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boundary line and north on Gila River Indian Reservation boundary line to northern county line.

District Two: West boundary line starting at Thorton Road extension and Philips Road extending south to county line ending. South boundary line is the southern county line of Pinal and Pima County. East boundary line Mule Deer Road north to Owl Head Ranch Dr extending north to Highway 79 ending. North boundary line, west on Selma Highway Rd extension ending at Eleven Mile Corner Road, south on Eleven Mile Corner Road to Battaglia, west on Battaglia to Toltec Road, south on Toltec to Cabra Way, west on Cabra Way to Toltec Buttes Road, west on Alsdorf Road to Campana Road, south to Philips, west on Philips ending at Thorton Road extension.

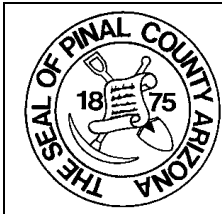
District Three: West boundary line starting at the north county line on Anderson Road extending south to the southern county line. South boundary line starting at Anderson Road extension, east on Pinal/Pima county line ending at Burris Road extension. North on Burris Road extension to Thorton Road extension, east on Philips Road to Campana Road, north to Alsdorf Road, east to Toltec Buttes Road, north to Cabra Way, east to Toltec Road, north to Battaglia Road, east to Eleven Mile Corner Road ending. East boundary line starting at Eleven Mile Corner Road/ Battaglia Road, north to Bartlett Road, east to Skousen road, north to Highway 87. Northwest along Highway 87 to north county line ending. Northern boundary starting at Highway 87 extending west to Anderson road ending using north county line of Pinal/ Maricopa county.

District Four: East boundary line is Anderson Road starting at the north county line extending to the south county line. The north and west boundary line is the Pinal/ Maricopa county line. The south boundary line is the Pinal/ Pima county line.

District Five: West boundary line beginning at the north west corner of Pinal/ Maricopa county line extending south to Germann Road extension, east on Germann Road ending at Highway 79. South on straight line extension to Arizona Farms Road, east on Arizona Farms extension to Barkerville Road extension, southeast on Barkerville Road extension, northeast on Florence Kelvin Road to Riverside Road. East on Riverside Road extending to the Pinal/ Gila county line ending. The east boundary line is the Pinal/ Gila county line and the north boundary line is the Pinal/ Maricopa county line.

District Six: West boundary line starting on Highway 79 at 96 Ranch Road extending south to Owl Head Ranch Dr, intersecting with Mule Deer Road continuing south on Mule Deer Road ending at the south county line of Pinal/ Pima county. South boundary line is the Pinal/ Pima county line and the east boundary line is the Pinal/ Graham county line. The north boundary line is the Pinal/ Gila county line, west from the county along Riverside Road extension, southeast on Florence Kelvin Road to Bakerville Road, southeast on Barkerville Road to Freeman Road, southwest on Freeman Road to Highway 79, north on Highway 79 to 96 Ranch Road ending.

District Seven: West boundary line starting at the north Pinal/Maricopa county line south to Arizona Farms road extension. South boundary line east on Arizona Farms to Highway 79 ending. East boundary north on straight alignment to Germann Road extension, ending. North boundary west on Germann Road extension to Pinal/Maricopa county line, ending.



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5. **NON EXCLUSIVE CONTRACT TYPE:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Pinal County Sheriffs Office. No guarantee shall be made to any resultant contractor as to the number or frequency of provided services. The Department shall reserve the right to utilize the services of any resultant contractor during the contract term.

Any acceptance by Pinal County of offers for providing services in adjoining areas/districts shall be made at the sole discretion of the County. All such determinations shall be final and therefore not subject to challenge or claim by the offeror.

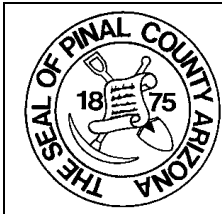
6. **JOINT VENTURE BUSINESSES:** The offeror shall agree to furnish towing services on those towing district segments described herein that are located in Pinal County. Those services shall be for light, medium, and heavy duty removal in accordance with A.R.S. §28-872 and any other towing or removal for which the Pinal County Sheriffs Office chooses to use the contractor.

Should two or more towing companies wish to submit an offer as a joint venture, this may be acceptable to Pinal County. The offer should be submitted by the company designated as the primary contractor. The other companies will be indicated as sub-contractors. Information required by the RFP must be provided for each sub-contractor involved in the joint venture, and each sub-contractor must comply with all terms of the RFP, including providing the Pinal County Sheriffs Office with the required insurance coverage. If a joint venture is the successful bidder, the primary contractor will be awarded the contract and will have overall responsibility for compliance with all provisions of the contract. The parties in the joint venture may not change without prior approval of the Pinal County Sheriffs Office.

If a successful offeror is a single company and that company wishes to enter into a joint venture after the award of the contract, they may do so only with the approval of the Pinal County Sheriffs Office. The resultant sub-contractors, if approved, must comply with all terms of the contract, including providing the Pinal County Sheriffs Office with the required insurance coverage.

7. **BACKGROUND CHECKS:** PCSO, at its sole discretion, may require the Offeror's employees and/or proposed subcontractor employees who will be performing work under the resultant contract to submit to a criminal background check, inclusive of fingerprinting. The offeror shall be responsible for all cost associated with this requirement. A signed background check release form shall be submitted for all employees and/or subcontractor's employees required by PCSO to submit to background checks. All releases shall be provided to the PCSO Human Resources Manager prior employees and/or subcontractor's employees performing work under a resultant contract. PCSO cannot guarantee a timeframe for completion of background checks, this fact should be taken into consideration by all prospective offerors.

PCSO shall reserve the right to deny utilizing any contractor or subcontractor's employees under any resultant contract. The decision of PCSO as to the eligibility of an individual working under any resultant contract shall be final and therefore not subject to appeal. Pursuant to State law, the information obtained from the background check cannot be divulged to an individual or employer or any unauthorized party.



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8. **MAXIMUM RATE SCHEDULE: No fees other than those listed on the rate schedule (SEE PAGE 17) may be charged during the performance of this contract.**

8.1 **Maximum Allowable Tow Rates:** The contractor shall provide the services specified herein twenty-four (24) clock hours per day, every day of the year, including weekends and holidays for the maximum allowable rates or less as set forth herein. The maximum allowable tow rates shall, at a minimum include: Deployment to scene, vehicle hook-up, winching, labor required to perform preparation to tow, on scene cleanup of debris (when instructed by the on scene Deputy Sheriff, drive-line removal (if required), recovery, use of dollies (when necessary), and any other service which may be incidental to any specific towing situation.

Maximum allowable tow rates shall apply to the use of a single tow truck. Contractors may not disengage trailers, etc. from a vehicle requiring tow if both can be towed safely as one unit. This requirement may be waived upon prior approval from the on scene Deputy Sheriff or the vehicle owner. Should two (2) or more tow trucks be required by the on scene Deputy Sheriff each shall be designated as individual tows, thus charged accordingly.

The rate shall include providing transportation for up to two (2) occupants in the truck to either to the nearest lighted public area with access to a public telephone which is en route to the storage yard, or to the storage lot if a telephone is accessible at the storage lot.

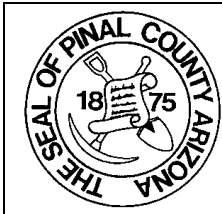
8.2 **Maximum Allowable Mileage Rates:** Maximum allowable mileage rates shall apply only in cases where a vehicle is being towed and shall start at the point of scene (loaded vehicle) and end at point of vehicle delivery/unload at the nearest contractor vehicle storage facility or at the destination as specified by the vehicles owner.

8.3 **Maximum Allowable Road Side Assistance Rates:** (This clause applies only if the contractor has proposed to provide Road Side Assistance in accordance with the rate schedule listed on page 17).

The contractor shall provide the services specified herein twenty-four (24) clock hours per day, every day of the year, including weekends and holidays for the maximum allowable rates (or less) set forth on the contract price sheet. Maximum allowable road side assistance rates shall apply only when the contractor performs this service under the contract. This is a one time flat rate not inclusive of any hourly and/or mileage rates.

8.4 **Maximum Allowable Vehicle Storage Rates:** Maximum allowable storage rates shall apply to each calendar day (calendar days are defined as midnight to midnight) in which the vehicle is securely stored in accordance with Scope of Work sections 7 through 11. **Rates shall not apply for the calendar day in which a vehicle is picked up.** Additionally, should a vehicle be stored pursuant to ARS §28-3511, storage rates/charges shall not exceed \$15.00 per day (when towed pursuant to ARS §28-3511).

No additional fee may be charged by the contractor where it is necessary for the contractor to deliver the vehicle/unit(s) to the public roadway access adjacent to his/her property from the storage area.

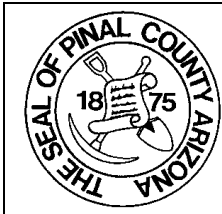


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9. Contractor availability days/times: The contractor shall accept and return PCSO initiated service calls, dispatch tow trucks to designated service locations (scenes) 24 hours per day, 365 days per year (including State observed holidays).
10. Right of Refusal of Services by Vehicle Owners: The contractor shall honor request by vehicle owners should they request service by an alternate towing company. Such request shall be approved by the on scene Deputy Sheriff.
11. Tow Equipment, Minimum Requirements: Contractors shall have and maintain its tow truck or tow trucks in accordance with Arizona Administrative Code, sections R13-3-1001 through R13-3-1107 as applicable to its type of equipment, i.e. light, medium and/or heavy duty equipment. A full text version of these requirements is available by contacting the Arizona Secretary State's office at (602) 542-4086 or via download at www.azsos.gov in the Arizona Administrative Rules section. Additionally, tow trucks should at a minimum:
 - a) Have DPS issued permit decals properly affixed (R13-3-1101)
 - b) Display on both sides of the tow truck the company name, full name of the town or city in which the contractor is located, and a 10 digit business telephone number. Letters shall contrast sharply in color with the background on which the letters are placed, be readily legible during daylight hours from a distance of 50 feet while the tow truck is stationary, and be maintained in a manner that retains the legibility (R13-3-1101 paragraph A).
 - c) Be mechanically sound and roadworthy (with current year registration);
 - d) Be retrofitted with functioning light safety bars;
 - e) Maintain an adequate supply of road safety devices (i.e. safety flares, lights, reflective highway stands, etc);
 - f) Be equipped with a minimum of two jack stands and four (4) tire sliding devices (optional);
 - g) Be equipped with sufficient safety and ancillary equipment, i.e. chains, slings, bumpers, snatch blocks, brooms, shovels, sand buckets and/or containers for carrying trash, vehicle debris, etc., required to safely clear vehicles and prepare them for towing to its nearest storage facility and to perform all "on scene" site clean up services.
 - h) Rollback and/or tilt bed trucks shall also have a minimum of two (2) motorcycle tie down straps;
12. Storage Facilities: The contractor shall have and maintain an adequately sized, properly zoned commercial storage facility or facilities located within the contract tow zone, with the following exceptions:
 - a) Contractors offering services in District 5 may have a facility or facilities outside of the designated zone boundary if such facility is within 15 air miles of US 60 milepost 228.
 - b) Contractors offering services in District 6 may have a facility or facilities outside of the designated zone boundary if such facility is within 15 air miles of the following landmarks:
 - US Hwy 177 Milepost 152
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US Hwy 79 Milepost 101

Storage facilities, at a minimum shall:

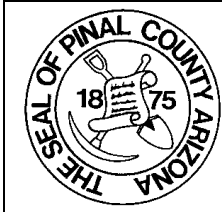
- a) Have the entire perimeter secured by; at a minimum a 6 ft high enclosure (chain link, block fence, fully enclosed building,) with secured entry ways (lockable gates, garage type doors,);
- b) Have limited access, limited to the contractor, designated contractor employees, PCSO personnel, vehicle owners, or others having legitimate business reasons for entering the facilities;
- c) Have entryways locked at all times when the contractor or contractor's employees are not present;
- d) Be exclusive to the storing of towed vehicles only (i.e. shall be separate and apart from facilities where vehicles are dismantled);
- e) Should have an all weather ground surface, such as concrete, asphalt, black top, stone, macadam, limestone, iron ore, gravel, shale, caliche or other surface material required to enable the safe movement of stored vehicles throughout the lot both under their own power and while under tow, at all times, regardless of prevailing weather conditions. Ground surfaces shall also be free of overgrown vegetation;
- f) Shall have illumination levels adequate for nighttime release of vehicles. Adequate meaning sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there shall be one lighting fixture contained at least a 250 watt element for each ¼ acre of storage.
- g) Be accessible between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and 8:00 A.M. and 12:00 P.M. (noon) on Saturdays (excluding holidays), for releasing vehicles and/or property, without additional charge.

PCSO may, at its sole discretion, inspect the contractor's storage facilities to ensure compliance before contract award as well as at any time during the contract period. Failure to maintain storage facilities as described herein shall result in contract cancellation.

13. Storage Facility Signage: The contractor's storage facilities shall have, within 14 days of contract award, or as mutually agreed upon in writing with the Department clearly visible and readable signage at the facility's main entrance. Signs shall have letters at least two (2") inches in height with a contrasting background, shall be visible at least 10 feet, and shall contain, at a minimum the following information:

- a) The Contractors business name;
- b) Street address;
- c) Storage facility regular business hours;
- d) Storage facility access telephone number (contractor or contractor's employees responsible for allowing vehicle owner access to vehicles 24 hours per day 365 days per year);
- e) Contracted rate schedules;
- f) Forms of payment for release of a vehicle; and
- g) Documents required for release of vehicles.

14. Vehicle Storage Procedures: Contractors shall store all vehicles towed under the contract at the storage facilities designated herein, unless vehicle is towed to an alternate locations



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specified by the owner.

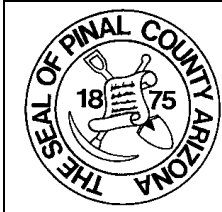
- a) Contractors shall assume sole responsibility for the theft, disappearance, or damage of a vehicle, its parts or any personal effects within the vehicle, once the vehicle has been taken under tow and/or stored in its facilities. This shall not include items removed from the vehicle and taken into custody by a Pinal County Sheriffs Office Deputy;
- b) Contractors may remove a mechanical part, such as a battery or distributor rotor, from the vehicle to prevent unauthorized removal of the vehicle. If this is done the contractor shall document such removal on the tow invoice inventory list and shall be solely responsible for its return and reinstalled (at its own expense) at the time of release of the vehicle, unless otherwise instructed by the Department;
- c) Contractors shall assist vehicle owners/owners agents, when necessary, by retrieving ownership documents or identification from a towed vehicle or by accompanying them while they retrieve documents from a towed vehicle;
- d) Contractors shall allow vehicle owner/owner's agents, with valid proof of ownership or authorization, access to a towed vehicle for removal of personal effects at any time after the completion of the tow. The contractor shall provide this service without charge during regular business hours. The contractor may assess an after hours release fee, at the rate specified herein if the vehicle owner/owner's agent requests access outside of regular business hours;
- e) Contractors shall allow vehicle owner/owner's agents, with valid proof of ownership or authorization, access to a towed vehicle for purposes of inspecting and/or documenting its condition. The contractor shall provide this service without charge during regular business hours. The contractor may assess an after hours release fee, at the rate specified herein if the owner/owner's agent requests access outside of regular business hours.

15. Record of Towed/Stored Vehicles: Contractors shall maintain adequate records of all vehicles towed/stored under the contract. These records shall, at a minimum include:

- a) Date of provided towing services;
- b) Date of storage;
- c) Time of storage;
- d) Vehicle service/tow location;
- e) Make, model, year of vehicle;
- f) License plate number and state;
- g) Vehicle identification number;
- h) Date the vehicle was claimed;
- i) Time the vehicle was claimed;
- j) Identity of person who claimed the vehicle;
- k) Identity of person(s) who removed personal property from the vehicle; and
- l) Date of 10-day filing (if applicable);

Note: The filing of a 10 day report is required by Arizona Revised Statutes §28-4838, and the fees assessed by the Motor Vehicle Division for this filing may be charged to the owner of the towed vehicle.

16. Property Inventory Reports: A Pinal County Sheriff's Deputy shall prepare a vehicle property



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inventory report for every vehicle towed under the contract as soon as it is taken into their custody. Contractor/tow truck operator shall keep a copy of this vehicle property inventory.

Contractors/tow truck operators may remove personal effects from a vehicle and place them into secure storage to protect such personal effects from theft or loss. Any personal effects removed from a vehicle shall be tagged with the tow number, vehicle identification and vehicle license number and noted on the tow invoice inventory list.

17. Contractor Personnel Background/Security Requirements: As the Contractor, its agents, officers and employees, from time to time will have access to information of a confidential nature and/or evidence to be used in the prosecution of criminal violations, all such personnel shall agree to submit to a complete criminal background check administered by the Department upon request.

The Department, at its sole discretion, shall also reserve the right to consider convictions that may be deemed appropriate for the protection of the State and motoring public.

18. Tow Truck Operators: The contractor's tow truck operators shall maintain compliance with Arizona Administrative Code, section R13-3-501 Chauffeurs License, Skills and Knowledge where it is stated that "No tow truck owner shall operate or permit anyone to operate a tow truck until the following requirements are fulfilled". All tow truck operators shall, at a minimum meet the following criteria:

- a) Shall have a valid Class "A", "B", "C", "D", or "G" Arizona Drivers License. A.R.S. § 28-3101;
- b) Shall be competent by reason of experience or training to safely operate the type of tow truck or tow trucks allowed by permit
- c) Shall possess the knowledge and ability to rig, move, pick up and transport vehicles without increasing the original damage as much as possible;
- d) Shall be free from the influence of alcoholic beverages, narcotics, or dangerous drugs when on duty;
- e) No tow truck company or individual shall operate a tow truck without displaying proof of current insurance in accordance with A.R.S. §§ 28-4031, 28-4135. The tow truck company shall submit proof of current insurance to the Pinal County Sheriffs Office upon demand;
- f) All contractors and operators shall be familiar with the laws and rules and regulations pertaining to tow trucks.

19. Additional General Tow Truck Operator (A.K.A agents) and Contractor Requirements: The contractor's tow truck operators shall maintain compliance with Arizona Administrative Code, section R13-3-1201 Tow truck agent and company requirements. Listed below are excerpts from the Administrative Rule section. A full text version of these requirements and all other Administrative Codes cited herein is available by contacting the Arizona Secretary of State's office at (602) 542-4086 or via download at www.azsos.gov in the Arizona Administrative Rules section. The contractor shall ensure that it and all of its tow truck operators:

- a) Possesses and carries a valid driver's license for the class of tow truck operated;
- b) Possesses and carries a current medical examination certificate in accordance with 49



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- CFR 391.45 (October 1, 2003) as incorporated by reference in A.A.C. R17-5-202;
- c) Does not operate a tow truck if the agent has more than two moving violation convictions within the previous 12 months;
 - d) Possesses the skill and knowledge to rig, move, pick up, and transport a vehicle without causing avoidable damage to the vehicle or other property;
 - e) Has not consumed any alcoholic beverage within four hours of operating the tow truck;
 - f) Is not using or under the influence of alcohol or any other substances as defined in A.R.S. § 13-3401 while operating a tow truck.
 - g) Has not been convicted of committing a crime involving fraud, embezzlement, or theft in the five years before operating a tow truck and has never been convicted of committing a felony homicide, felony kidnapping, felony assault, felony sexual offense, or felony robbery;
 - h) Has not been convicted under A.R.S. § 28-1381 (driving while under the influence of narcotics, dangerous drugs, or intoxicating beverages) or A.R.S. § 28-693 (reckless driving) while engaged in the operation of a tow truck;
 - i) Does not operate a tow truck while the agent's license to drive is suspended under A.R.S. § 28-1321 (Implied Consent Law), A.R.S. § 28-3473 (license suspension or revocation), or A.R.S. § 28-4141 (suspended license, no insurance).
 - j) Shall be in compliance with A.R.S. § 28-1108;
 - k) Shall permit a peace officer or other duly authorized agent of a law enforcement agency to inspect a tow truck to determine compliance with the requirements of this Chapter. The inspection may be conducted without notice at any reasonable time and place;
 - l) Have a certification from a licensed testing facility certifying the tested line-pull of the winch or the tested lifting capacity of the boom assembly, if the tow truck is equipped with a homemade boom assembly or homemade winch;
 - m) Shall not operate a tow truck without an identification number and a legible copy of a tow truck inspection report, as required by this Chapter;
 - n) Shall not transfer a permit decal or tow truck inspection report from one tow truck to another;
 - o) Shall not tow or move a vehicle from a highway, street, or public property without prior authorization from the owner or operator of the vehicle, the owner's agent, a person responsible for maintaining the public property, or a law enforcement officer. The tow truck agent may move, but shall not tow, a vehicle to extract an individual from wreckage or to remove a hazard to life or property at a collision scene;
 - p) Shall not use a hand-operated or electric winch for collision recovery work;
 - q) Shall not operate a tow truck for collision recovery work unless certified for collision recovery;
 - r) Shall not use a flatbed tow truck with a G.V.W.R. of less than 14,001 pounds to transport more than one vehicle unless the additional vehicle is a golf cart, a motor-driven cycle, or a trailer that weighs less than 1,500 pounds;
 - s) Shall not operate a tow truck that has one or more of the following defects;
 - Both warning light assembly lights missing or inoperative;
 - All load securement devices missing or defective;
 - A portable lamp not in compliance with A.R.S. §§ 28-925(A), 28-927 or 28-939, if a portable lamp is required;
 - Any steering axle tire with less than 4/32-inch tread depth in one major



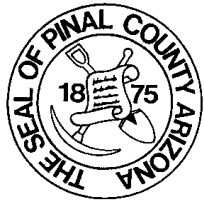
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- groove;
 - For an axle other than a steering axle, a tire with less than 2/32-inch tread depth and for a dual wheel axle, both tires on the same side with less than 2/32-inch tread depth;
 - Any flat tire or tire with cord exposed by cut or wear;
 - Any tow plate, tow bar, tow sling, wheel-lift, or under-lift exhibiting wear in excess of manufacturer standards at any pivot point or any crack in a structural component;
 - Wire rope in violation of R13-3-1106;
 - Any component not maintained within manufacturer standards; or
 - A deficiency noted on an inspection report after the time-frame available to the tow truck agent to correct deficiencies has elapsed;
- t) Shall not equip a tow truck with homemade boom assembly or homemade winch, unless the tow truck company has a certification from a licensed testing facility certifying the tested line pull of the winch or the tested lifting capacity of the boom assembly;
- u) Shall not tow a vehicle using a tow sling, tow plate, or tow bar unless appropriate load securement devices are attached;
- v) Shall not transport a vehicle by flatbed or truck, truck-tractor, or semi-trailer unless the vehicle is secured with a minimum of a four-point tie-down, not including the winch;
- w) Shall not tow a vehicle with a wheel-lift, under-lift, tow plate, tow bar, or tow sling unless two safety chains are attached by crossing the chains with one end of each chain attached to a major structural member of the tow truck and the other end attached to a major structural member of the towed vehicle, with no attachments to the bumpers;
- x) Shall not tow a vehicle using a tow plate, tow bar, tow sling, wheel-lift, or under-lift unless a portable lamp is affixed to the rear of the rear-most towed vehicle, in plain view, and when activated, visible to traffic traveling in the same direction;
- y) Shall not activate warning light assembly except at the scene of service, or when transporting a vehicle that presents a hazard from a collision scene;
- z) Shall not use any vehicle towed or article stored in the towed vehicle, unless it is the property of the tow truck company or tow truck agent;
- aa) Shall not operate a tow truck that exceeds the manufacturer's G.V.W.R. without a load or the manufacturer's rated capacity for the boom or bed assembly;
- bb) Shall not operate a tow truck that is equipped with a tow plate, tow bar, or tow sling unless the tow plate, tow bar, or tow sling has a manufacturer weight rating that exceeds any load carried on it; or
- cc) Shall not refuse to make prompt restitution for any damage for which the tow truck company is legally liable.
20. Response Time, Service Requests: Contractors shall respond to all Department initiated tow related service requests immediately. In the event that a specific contractor does not respond immediately, the Department shall reserve the right to contact alternate contractors.

Answering machines or third party answering service companies not having dispatch capabilities shall not be used under the contract.



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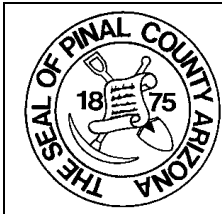
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21. Response Times, On Scene: The objective for on scene response time is 30 minutes. Response time may be altered to allow for reasonable and safe driving time or to compensate for periods of inclement weather that would create hazardous driving conditions as well as unforeseen highway closures and detours, or for parking limitations imposed by municipalities. The offeror will have the ability to communicate with drivers via radio, mobile telephone or other like equipment, so that the Pinal County Sheriffs Office Operational Communications has the ability to pass on information to the driver through the offerors dispatch center as the driver responds to a call. When contacted by the dispatcher, the tow agency shall provide an ETA to the dispatcher. Should the ETA seem excessive, the dispatcher or on scene commander may choose to contact another company.

Continued excessive response times by the towing agency, as determined by the Pinal County Sheriffs Office, may be considered grounds for termination of the contract. The Department recognizes that occasions may arise in which the offeror may be unable to supply a tow truck. In this situation, the Department may utilize another tower on the contracted towing list. Contractor must notify PCSO Dispatch when a tow truck is responding to a non-PCSO call in a PCSO jurisdiction.

22. Emergency/Expedited Services: In cases where the Department requests emergency/expedited towing services, it is expected that the towing agency shall respond as quickly and safely as possible. At no time shall the contractor be entitled to violate any law pertaining to the safe and prudent operation of its vehicles on State and local highways and roadways. Tow trucks are not authorized emergency vehicles and therefore shall obey all traffic laws established for prudent, responsible and safe driving throughout the State.
23. Right of Refusal, Towing Services: The Department shall reserve the right, at its sole discretion and as it deems necessary to refuse contractor's services for reasons including (but not limited to) the following:
- a) A tow truck operator being suspected of consuming intoxicating beverages, narcotics or other dangerous drugs;
 - b) A tow truck operator's lack of appropriate skills to handle an on scene situation;
 - c) The late arrival by a tow truck operator at a specified scene;
 - d) A contractor or other tow company who was not called by PCSO (If the situation is an emergency, the truck may be used only to the point of eliminating the hazard from the roadway);
 - e) A tow truck not being properly equipped; or for
 - f) Any other reason an on scene Deputy Sheriff considers appropriate to ensure the safety of the driving public.
 - g) Should a call be canceled before work or service at the scene is performed, there will be no charge to either the owner of the vehicle or to the Pinal County Sheriffs Office.
24. Business/Rate Sheet Information, On Scene: Contractors shall maintain an adequate supply of business and contract (maximum allowable or lower) rate cards in all tow trucks for distribution "on scene" to all persons requiring contracted tow services. All costs associated with printing, maintaining and distributing these cards shall be borne by the contractor. Information contained on the cards shall, at a minimum contain the towing companies:



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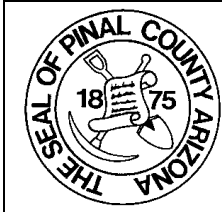
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- a) Business name
- b) Business address
- c) Business contact information (telephone, facsimile (if available) numbers and e-mail address (also if available);
- d) Hours of operation
- e) Storage lot address
- f) Storage lot telephone number or numbers for both normal hours of operation and after hour access; and
- g) The contracted (maximum allowable or lower) rate schedules.

Should a person or persons requiring tow services not be “on scene”, business/rate sheet information shall be provided to the “on scene” Deputy Sheriff for proper distribution.

25. Administration, On Scene: PCSO, through the on scene Deputy(ies) shall be solely responsible for all on scene tow service actions.
26. Contractor Clean Up Services, On Scene: The contractor’s towing operators shall be responsible for the “on scene” clean-up of debris at scene of an accident as per A.R.S. §28-872.D unless instructed otherwise by the on scene commander or designee not to do so. The contractor may make reasonable, additional charges, (i.e. extra equipment and/or labor), for spilled cargo recovery, vehicle recovery from filled waterways, or other extraordinary circumstances (extraordinary circumstances defined on page 31, item L) based on actual time and cost expended on the clean-up upon approval of the on scene commander or designee. Operators are not permitted to utilize 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). The contractor’s towing operators shall have and maintain the equipment and supplies required to perform “on scene” clean up services.
27. Charges/Billing Parties: Contractors shall bill only the maximum allowable rates or less as specified on the contract price sheet. Service categories and billing parties shall be only those identified below:
 - a) Accident scene towing, site clean up & vehicle storage services: Bill to the vehicle owner, insurance carrier, or lien holder whichever may apply to the situation. PCSO shall not be responsible for payment of these services.
 - b) Abandoned and confiscated vehicle towing and storage services:
 - For abandoned vehicles; bill to the vehicle owner, insurance carrier, or lien holder whichever may apply to the situation. PCSO shall not be responsible for payment of these services.
 - For confiscated vehicles: All billing shall be sent to: Pinal County Sheriffs Office Finance Section P.O. Box 867 Florence Arizona 85232
 - c) Stranded motorist roadside assistance services: The vehicles driver or owner. PCSO shall not be responsible for payment of these services.
 - d) All other PCSO initiated tow related services performed in accordance with A.R.S. §28-872 and/or which the Department may require shall be billed to the vehicle owner, insurance carrier, or lien holder. PCSO shall not be responsible for payment of these services.



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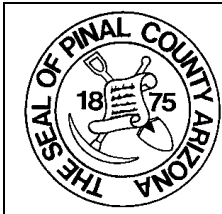
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Contractors shall only bill/receive payments once per service call. Double billing (i.e. billing more than one party for the same services) by contractors is prohibited. Failure to comply shall result in legal action.

Soliciting repairs by contractors and contractors tow truck operators is prohibited. Contractor or employees shall not solicit business for any particular vehicle repair shop(s) during the towing process or during any subsequent storage period for any towing service provided under the contract.

28. District Realignment/Road Way Requirements: The contractor shall:

- Charge the contract price for any miles added to existing highways due to new construction or for district realignment. A contract amendment will be issued to incorporate any changes.
- Charge the contract price for any new roadway that is built during contract period and falls within the offeror's contract area. A contract amendment will be issued to incorporate any changes.
- 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 following conditions exist:
 - a. The request for towing is generated by the PCSO Communications Center.
 - b. Does not overlap or conflict with any other tow contract that the County has, i.e. towing of disabled county vehicles is covered by a separate contract.



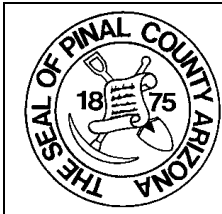
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- Provide a detailed list and description of the vehicle storage facility or facilities your company will utilize under the resulting contract in the space provided below. Use additional pages as necessary or if using an attachment please cite where the attachment is in the offer: Please refer to solicitation Scope of Work.

LOCATION (Street Address)	OVERALL CAPACITY # VEHICLES	SIZE (acres)	ZONING CODE	Storage Lot Owner	SECURITY (LIGHTING FENCING, ETC)

- Provide a detailed list and description of dispatching equipment your company will utilize under the resulting contract in the space provided below. Use additional pages as necessary or if using an attachment please cite where the attachment is in the offer:



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Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverage's in the minimum amounts as stated below. The coverage's shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:	Company Letter:	Companies Affording Coverage (Include A.M. Best Rating):
	A	
	B	
Name and Address of Insured:	C	
	D	

TYPE OF INSURANCE	CO. LTR	LIMITS OF LIABILITY MINIMUM – EA. OCCUR.	POLICY NUMBER	DATES OF POLICY
Business Automobile Liability		\$1,000,000.00		
With On-hook Endorsement				
Garage Keepers Legal Liability – Direct Primary Coverage		\$50,000.00 per vehicle \$100,000.00 (Heavy Duty)		
Statutory Limits Worker's Compensation (<i>Exempt if company is operated as owner/operator, and does not hire employees to perform towing services</i>) Employers Liability		\$100,000.00/ \$100,000.00 \$500,000.00		
Other:				

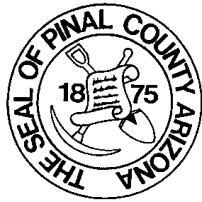
State of Arizona and the Arizona Department of Public Safety are added as additional insured's as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued:

Pinal County Sheriff's Office
 971 N Jason Lopez Circle, Bldg C
 Florence, AZ 85232



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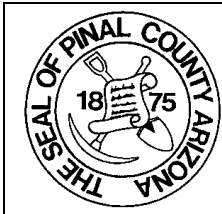
CONTRACT LINE ITEMS

Offerors shall indicate by checking the appropriate box or boxes below, all service types and tow zone areas which they are proposing in the areas cited below. By placing a checkmark in the table below, you are agreeing to provide all services listed in the scope of work at an amount not to exceed rates listed in the maximum rate schedule on page 18.

Pinal County	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8
Light Duty								
Medium Duty								
*Heavy Duty								
**Roadside Assistance								

***Heavy Duty operations exempt from district boundary rules.**

****Roadside assistance optional.**



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TERMS & CONDITIONS

Offerors are encouraged to visit the Pinal County Finance Department Website for the complete Procurement Code Articles at <http://pinalcountyz.gov/Departments/Finance/Pages/Home.aspx>

1. CONTRACT TERM:

The contract term shall be 1 base year, with 4 one year option periods. The County may extend the term of this contract by written notice to the contractor within 30 days, provided the County gives the Contractor a preliminary notice of its intent to exercise at least 90 days prior to expiration. The preliminary notice will include proposed changes to the maximum rate schedule. Rate adjustments will be calculated annually using inflation rates as indexed by the Consumer Price Index. The preliminary notice does not commit the County to an extension. The total duration of this contract, including the exercise of any option periods, shall not exceed 5 years.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, 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 County, its agents, representatives, 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, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

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.

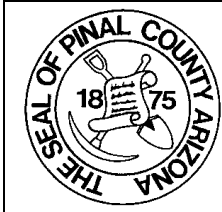
The scope of this indemnification does not extend to the sole negligence of the County.

3. **INSURANCE REQUIREMENTS:** Contractor, at Contactor'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++6. 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.

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.

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

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.



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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. Contactor 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.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract. 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 Insured.

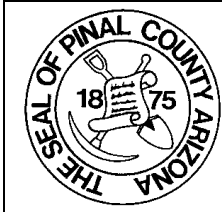
The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4. **COMMERCIAL GENERAL LIABILITY:** Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
5. **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 under this Contract.
6. **CERTIFICATES OF INSURANCE:** Prior to commencing work or services under this Contract, Contractor shall furnish the County with 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.

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.

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.

7. **CANCELLATION AND EXPIRATION NOTICE:** Insurance required herein shall not be permitted to expire, be cancelled, or materially changed without thirty (30) days prior written notice to the County.
8. **ORDERING AUTHORITY: REMOVED, NOT APPLICABLE**



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9. BILLING AND PAYMENTS: All services performed under this contract shall be billed to the vehicle owner and not the Department, with the exception of those vehicles towed to secured storage facilities as evidence in the commission of a crime. All billing shall be in compliance with the price schedules established herein. No other ancillary charges shall be allowed. The contractor shall use a billing statement/invoice that is substantially similar to that contained herein.

The vehicle owner shall be responsible for making all payments to the contractor with the exception of those Department initiated tows for vehicles impounded as evidence in the commission of a crime. The Department shall process all such invoices for prompt payment in accordance with the standard operating procedures of the state. All payments whether the responsibility of the vehicle owner or the Department shall be made in arrears.

10. INQUIRIES AND NOTICES: All inquiries concerning information herein shall be addressed to:

PINAL COUNTY
Department of Finance
Attn: Purchasing Division
31 N. Pinal St. – PO Box 1348
Florence, AZ 85232

All inquiries shall be addressed to:
JOSHUA M. IRWIN (520) 866-6262
joshua.irwin@pinalcountyz.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Pinal County.

11. EVALUATION: The County and any outside experts the County considers necessary will evaluate the proposals.

PCSO has ongoing needs for these services within a respective district. In order to assure that any ensuing contracts will allow the county to fulfill current and future service requirements, the County reserves the right to award contracts to multiple companies. Although PCSO anticipates routine services to be performed under the contract, no commitment of any kind concerning actual utilization of services from any contractor listed herein are expressed or implied. The PCSO shall also reserve the right to utilize the services of any contractor during the contract term. Additionally, and as deemed necessary, PCSO may utilize the services of alternate and/or additional contracted and/or non contracted towing companies in exigent circumstances, inclusive of but not limited to adverse weather conditions, multiple vehicle accidents, safety of the public, safety of the Deputy Sheriff or officers, tow truck response times, convenience to the public or when the contractor does not possess sufficient resources required to respond to an individual situation.

12. SUBMISSION OF PRICE CLARITY: For reasons of clarity all submissions of pricing shall be priced in the same unit (size, volume, quantity, weight, etc.) as the Scope of Work request. Submissions of Offers failing to comply with this requirement may be declared non-responsive.

13. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS: Contractors shall provide an original hardcopy (labeled) and five (5) copies. Contractors are to identify their responses with the Solicitation number, title and return address to Pinal County, Purchasing Department, 31 N. Pinal



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St. Bldg. A - P. O. Box 1348, Florence, AZ 85232. The owner, corporate official or partner who has been authorized to make such commitments must sign Offers.

14. 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.

15. PROPOSED ACQUISITION MILESTONES: This schedule is tentative and subject to change.

Pre-Proposal Conference (if any)	5/27/09 2-4 PM
Questions Due	7/2/09 @ 5 PM
Offers Due	7/21/09 2 PM
Offer Opening	7/21/09 2:15 PM
Offer Tabulation	7/21/09-8/26/09
Recommendation for Award	8/28/09
Contract Award	9/16/09
Notice to Proceed	10/1/09



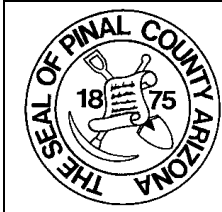
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16. OFFERORS CHECKLIST

	Yes/No
Did you sign your Offer sheet?	
Did you sign and notarize the Non-collusion statement?	
Did you include all the necessary attachments?	
Did you include your references?	
Did you provide a clear understanding of the solicitation requirements?	
Did you include your firm's capabilities and support for your proposed services?	
Did you acknowledge all addendums, if any?	
Is the outside of your return box marked with the RFP # and Due Date and Time?	
Did you include one original and 5 copies of your offer in the boxes?	
Did you follow the order for submissions of documents?	
Did you include proof of insurance(s) requested?	
Did you include all deviations to the Scope of Work on the Deviations/Exception Form, Attachment E?	
Did you submit additional information (i.e. brochures, marketing information)?	
Did you sign your Offer sheet? Double check!	



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UNIFORM GENERAL TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

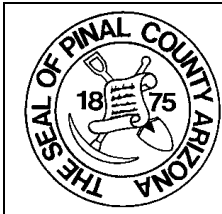
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of submittal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Bidder fails to provide recommended information, the County may, at its sole option, ask the Bidder to provide the information or evaluate the submittal without the information.

May: Indicates something that is not mandatory but permissible.

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

- A. **County** – Pinal County, Arizona, 85232
- B. **Agency or User Department** – Used interchangeably to mean the County department or division responsible for managing the professional services contract for the project.
- C. **Bidder or Firm** – Used interchangeably in referring to the firm or organization bidding professional services to the County.
- D. **Evaluation Committee** – The committee established to formally evaluate Bids according to the evaluation criteria listed herein.
- E. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
- F. **Contract** - The legal agreement executed between the County and the Bidder/Firm.
- G. **County Board of Supervisors** - The contracting authority for the County. The County Manager and the Chief Financial Officer are authorized to sign contracts and amendments up to \$250,000 on behalf of the Board of Supervisors.
- H. **Light, Medium, and Heavy Duty Wreckers:** Definitions can be found in the DPS Tow Truck Rules and Regulations, Article #3, Tow Truck Specifications, Sections R13-3-301 through R13-3-308.
- I. **Call-out/Hook-up:** The response of the towing company to a request for service from the Pinal County Sheriffs Office. Includes the act of hooking up the item to be towed, or loading it on a dolly; cleaning up debris, and labor involved (including the removal of a driveline).
- J. **Motorist Service Call:** Responding to a PCSO request for service on a “disabled vehicle”. (Disabled vehicle is defined as one that does not require towing, but needs a) fuel – gasoline or diesel; b) tire change; c) inflate a tire; d) water for radiator; e) jump start; and/or f) opening a locked vehicle. If a tow is also provided in addition to these services, the motorist will be charged for either the service call or the hourly rate for a tow call, but not both.



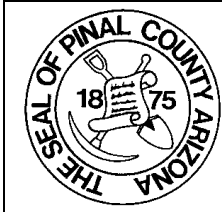
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- K. **Off Road Recovery:** A charge applied when the towing company must leave the boundaries of the designated County right-of-way to recover a vehicle from a desert area, farm field, ditch, ravine, or body of water. This does not apply to tows which are outside of the unincorporated areas or county road system. If special circumstances exist within 100 feet of the County right-of-way, a charge may be applied with the approval of the on scene Commander or designate.
- L. **Extraordinary Situations:** Extraordinary situations shall be defined as burned vehicles, mountainside vehicles, vehicles in lakes, canals, or pools, or vehicles in desert areas requiring a four wheel drive tow truck or special equipment. Burned vehicles are described as vehicles burned beyond the engine compartment and/or with at least three tires lost as a result of the fire. (page 15, item 26)
- M. **Vehicle Storage Facility:** Is the facility as stated within the RFP. Additionally, the facility must be of "sufficient size" in reference to a storage facility and will require some degree of subjective evaluation by PCSO. If the PCSO evaluation group determines that the size is sufficient, perhaps to store an average number of vehicles for a specified period, then the minimum requirement has been met. For example, if total offeror's storage capability is only twenty vehicles, and experience shows an average of in excess of one hundred vehicles are towed per week, this may not be considered adequate. If the storage capacity is sixty to one hundred with the availability of overflow storage, then this may meet or exceed the minimum requirements.
- N. **Towing Process:** The towing process is defined as from the time the truck is enroute to the scene until the vehicle is secured in the yard or at the customer's requested destination.
2. **NOTICE TO PROCEED:** The Bidder agrees to render goods or services promptly and diligently upon receipt of written notice to proceed with any or all of the services set forth herein.
3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Bidder or any and all of Bidder's subcontractors. Said audit shall be limited to this contract and its scope of services. Contractors shall, upon request make available copies of itemized tow bills for individual and/or all vehicles towed under contract. This information shall be made available at the contractor's place of business within ten (10) days of request or may be faxed/delivered to the requesting Office.
4. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Bidder shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Bidder's negligent performance of any of the services furnished under this contract. If the Bidder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

The Bidder agrees that the work to be performed pursuant to this agreement shall be under the full authority and responsible charge of the undersigned principal of the firm or officer of



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the corporation who must be the holder of a current Arizona License and/or Certificate issued by the appropriate licensing Board of Registration for the practice of professional services in the State of Arizona. Any drawings, plans, specifications, and estimates to be prepared pursuant to this agreement shall be prepared by or under the personal direction of the undersigned qualified holder of an Arizona License and/or Certificate of Registration issued by the appropriate Arizona Board of Registration.

5. **ADDITIONAL COMPENSATION/OTHER CONTRACTS: REMOVED – NOT APPLICABLE**

The County may, as its sole option, enter into contracts for additional work related to this project. The Bidder shall fully cooperate with other Bidders and with County employees to accommodate such other work. The Bidder shall not commit or permit any act that interferes with the performance of such work by other Bidders.

6. **PROTEST PROCEDURE:** Should a Bidder believe that the County has not properly followed the selection procedures as outlined in the Pinal County Procurement Code, the Bidder may file a protest as described in the Pinal County Procurement Code.

A protest shall be in writing and shall be filed with the Procurement Officer. A protest of an Invitation for Bid shall be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest shall include:

- A. The name, address, and telephone number of the protestor;
- B. The signature of the protestor or its representative;
- C. Identification of the solicitation number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- E. The form of relief requested.

7. **CERTIFICATION:** By signature in the bid section of the Offer page, Bidder certifies:

- A. The submission of the bid did not involve collusion or other anti-competitive practices.
- B. The Bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- C. The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- D. The Bidder submitting the bid hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

8. **TERMINATION OF CONTRACT:**

- A. The County may terminate this contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Bidder to fulfill the contract obligations. Upon receipt of the notice of termination, the Bidder shall: 1) immediately discontinue all services affected (unless the notice directs otherwise), and 2) deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.



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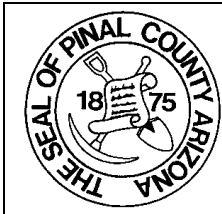
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- B. If the termination is for failure of the Bidder to fulfill the contract obligations, the County may complete the work by contract or otherwise, and the Bidder shall be liable for any additional cost incurred by the County.
- C. If, after termination for failure to fulfill contract obligations, it is determined that the Bidder has not failed, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.
- D. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this contract.

9. DISPUTES: Contract Administration/Dispute Resolution: All complaints made against the contractor, regardless of the source, shall be investigated by the Region Commander or his/her designee. Upon completion of the investigation, the Region Commander will classify the complaint 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 administration office and the tow truck inspection unit. Files may include separate indexes for individual tow truck operators. Complaint categories are, but may not be limited to:

- Unqualified drivers
- Improperly licensed vehicle/drivers
- Expired licenses
- Revoked or suspended licenses
- Gross violations on license (while driving tow truck)
- Negligent administration
- Charging for unnecessary/unused services
- Incorrect times on bills
- Incorrect mileage on bills
- Neglecting to notify the Pinal County Sheriffs Office of any changes
- Mathematical miscalculations
- Failure to maintain proper records and or filing of a 10-day report
- Negligent operation
- Improper use of equipment
- Incompetent operator
- Failure to prevent further damage to towed vehicle
- Unsafe vehicles.
- Unethical Business Practices
- Improper conduct of an owner/operator
- Discourteous treatment of a deputy, dispatcher or driver/owner of a vehicle.
- Intimidating treatment of a deputy, dispatcher or driver/owner of a vehicle.
- Physical abuse of an deputy, dispatcher or drive/owner of a vehicle.
- Unauthorized removal of items from a towed or stored vehicle.
- Failure to respond to complaint from the Department
- DUI (Drugs and/or alcohol)
- Failure/Refusal to accept calls
- Traffic violations (tow truck)
- Failure to respond to calls as mutually agreed upon.

Additionally, contractors shall not charge for services in excess of the maximum allowable rates specified herein, nor shall a motorist be charged for any services not authorized under the contract without the prior approval of the motorist or his/her representative. Complaints will be investigated in accordance with established Department policy and procedures to the extent deemed necessary by the Region Commander or designee. Upon investigation, the Region Commander or designee shall classify/disposition each complaint as follows:



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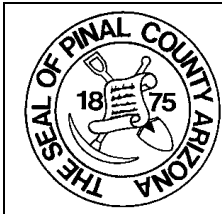
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Unfounded (allegation is false or non-factual)
Exonerated (incident did occur, but was lawful or proper)
Not sustained (insufficient evidence either to prove or disprove the allegations)
Sustained (the allegation is supported by sufficient evidence)
Partially sustained (generally used where there are two or more allegations made, and only some or a portion of the allegations are supported by sufficient evidence)

The Region Commander or designee shall provide a formal written determinations of all complaints that are sustained or partially sustained to the contractor for review, implementation of corrective actions (if required) and/or notice of suspensions (suspensions shall include the term of the suspension along with any corrective actions that may be required to lift the suspension). Notice of suspensions may be done in writing or by telephone communication/message with the affected contractor. Suspension notices shall detail the reasons for the suspension, the areas requiring improvement (i.e. corrective action plan) and the duration of the suspension (e.g. until improvements are made and/or corrective actions have been submitted). All verbal notices of suspensions shall be followed up in writing within three (3) business days.

All complaints brought to the attention of the contractor by the Department or a motorist shall be responded to in writing and forwarded to the Department within thirty (30) days of notification. All motorist complaints deemed sustained may result in suspension of the contractor or cancellation of the contract by the procurement officer.

10. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Bidder shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
11. **HUMAN RELATIONS:** Bidder agrees to abide by the provisions of the Pinal County Procurement Code relating to provisions against discrimination required in all County contracts.
12. **PATENT INFRINGEMENT: REMOVED – NOT APPLICABLE**
13. **AFFIRMATIVE ACTION:** Bidder agrees to abide by the provisions of the County Affirmative Action by County Bidders. Bidder, their subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
Specifically, the Bidder agrees to submit the following reports to the County's Office of Equal Opportunity Programs before contract award:
 - i. Part A. Employment Information Report
 - ii. Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
 - iii. Part C. Employer Equal Employment Opportunity (EEO) Workforce ProfileAll such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Chief Financial Officer that failure to comply with the requirements of this subsection be waived and that the submittal be accepted **contingent** upon receipt of the required reports before a notice to proceed is issued.

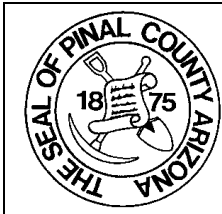


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14. **AMERICANS WITH DISABILITIES ACT:** The Bidder shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
15. **CONFIDENTIALITY OF RECORDS:** The Bidder shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Bidder also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Bidder as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
16. **GRATUITIES:** The County may, by written notice to the Bidder, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the County amending. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Bidder the amount of the gratuity.
SAVE has adopted a zero tolerance policy concerning vendor gifts. Buyers may request product samples from Bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.
17. **APPLICABLE LAW:** This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence Arizona.
18. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Pinal County Procurement Code.
19. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment approved and signed by the County Board of Supervisors.
20. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
21. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
22. **INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

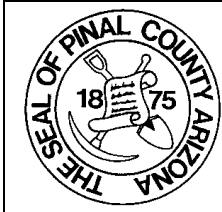


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23. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of Bidder shall be made without prior written permission of the County's Chief Financial Officer. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto. The County shall not unreasonably withhold approval of assignment/delegation and shall notify the Bidder of the County's position within fifteen (15) days of receipt of written notice by the Bidder.
24. **RIGHTS AND REMEDIES:** No provision in this document or in the Bidder's response shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
25. **ACKNOWLEDGMENTS:** Bidder acknowledges that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Bidder or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
26. **INDEMNIFICATION:** Bidder shall indemnify, and hold harmless the County, its Elected Officials, Board of Supervisors, appointed boards and commissions, other officials, officers, and employees and insurance carriers, individually and collectively from any and all claims, demands, suits, actions, proceedings, loss, cost, subrogation's, and damages of every kind and description, attorney's fees and/or actions of any kind, which may be brought or made against or incurred by any person, on account of or resulting from personal injury to any person (including bodily injury and death) or damages to any property, due to either: (1) the Bidder's negligent performance of the terms of this contract, or, (2) any of the Bidder's negligent acts or omissions. The Bidder's obligation under this section shall not extend to any liability caused by the sole negligence of the County or its employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. The provisions of this Section shall survive the expiration or early termination of this contract.
27. **DUTY TO DEFEND:** Bidder shall, at its own expense, defend the County, and its officers and employees, collectively from any and all claims, demands, costs and liabilities of every kind and description arising or alleged to have arisen from any negligent act or omission, or willful misconduct of the Bidder, or its subcontractors or agents, in connection with the performance or nonperformance of this contract.
28. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Bidder hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.
29. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand in writing that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days after delivery of the written



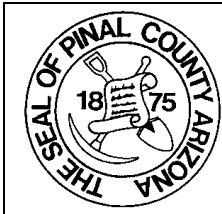
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demand, the demanding party may treat this failure as an anticipatory repudiation with this contract

30. **ADVERTISING:** Bidder shall not advertise or publish information concerning this contract without prior written consent of the County.
31. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Bidder or subcontractor which is related to the performance of any contract as awarded or to be awarded.
32. **FORCE MAJEURE:**
 - A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall immediately notify the other party in writing of such delay of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
33. **INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Bidder's risk and may be returned to the Bidder. If so returned, all costs are the responsibility of the Bidder. Noncompliance shall conform to the cancellation clause set forth in this document.
34. **PAYMENT: REMOVED – NOT APPLICABLE**
35. **BUSINESS LICENSES AND PERMITS:** Bidder shall maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Bidder as applicable to this contract.
36. **PROJECT LICENSES AND PERMITS:** Bidder shall ensure that all licenses and permits, applicable to the work as specified herein, are maintained and current.
37. **PUBLIC RECORD:** All Bids submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
38. **SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an



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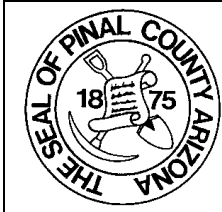
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employee of, or a Bidder to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Chief Financial Officer is received by the parties to this contract, unless the notice specifies a later time.

39. **GOOD/SERVICE COMPLIANCE:** At a minimum, the good/service shall comply with all applicable Federal, State and Local regulations and any amendments thereto which are adopted during the life of this contract. Therefore, the Bidder should be aware of all applicable Federal, State, and Local regulations that may apply to this project. Compliance with these is required and it shall be the responsibility of the Bidder to alert the County of any deviation from this requirement.
(Note: It is the Bidder's sole responsibility to ensure that they comply with all applicable Federal, State and Local regulations.)
40. **CONTINUITY:** Retention of towing records, inspection/auditing by others: The contractor shall retain all records, including but not limited to tow invoice copies, law enforcement releases, lien records (i.e., lien letter, proof of certified mailing, DMV printouts, appraisals, etc.), vehicle release records, inventory and condition reports to facilitate inspections and auditing by the Department and/or other parties for a period of five (5) years from the date of termination of the contract. The contractor shall make all records available within 24 hours of the Department's request.
41. **RIGHT TO INSPECT:** Routine Inspections: The contractor shall permit the Department to conduct, without prior notice, a thorough inspection of the offeror's business records and storage facility or facilities for any tow made under the contract. Records inspections may be performed at the offeror's place of business or at the region office as determined by the Region Comander or designate. Failure to comply with this may result in contract cancellation.
42. **GOVERNMENT DEBARMENT & SUSPENSION CERTIFICATION:** Responder certifies that it and any of its principals are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency. Responder agrees that it complies with all requirements of Executive Order 12549 related to Government Debarment and Suspension (49CFR Part 29).
43. **BUSINESS OPERATIONS CERTIFICATION:** Responder certifies that in accordance with A.R.S. §35-391 it does not have scrutinized business operations in Sudan and in accordance with A.R.S. §35-393 it also does not have scrutinized business operations in Iran.
44. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** The Responder/Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Specifically, the Contractor agrees to comply with the Federal Immigration and Nationality Act (FINA), the Immigration Reform and Control Act of 1986 (IRCA) and all other Federal immigration laws and regulations related to the immigration status of its employees in performance under this Agreement.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the County that the Contractor and each of its subcontractors ("Subcontractors") will comply with A.R.S. §23-214 E-Verify Program (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this



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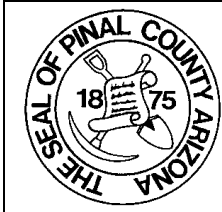
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Contract and shall subject the Contractor to penalties up to and including termination of the Contract at the sole discretion of the County.

The Contractor shall include a written provision requiring compliance with the applicable federal and state immigration laws in each subcontract used in the performance of the terms of the contract awarded by the County.

The Contractor agrees to permit the County or its agents to inspect personnel records and the employment related papers of any Contractor or Subcontractor employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the County in regard to any such inspections. The County may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of Subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the County in regard to any random verification performed.

Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.



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OFFER FORMAT REQUIREMENTS

OFFER FORMAT: Original and five (5) copies of the Offer shall be submitted. **The original copy of the Offer should be clearly labeled "ORIGINAL."** Please conform to the format specified below. The County will make no reimbursement for the cost of developing or presenting Offers in response to the RFP. Each Offer (Original and copies) is to be submitted as identified below.

Title Page

Each Offer must contain a title page that identifies the RFP number and provides the supplier name, address, telephone number and name and title of contact person.

Tab 1 - Profile and Qualifications

The following information to be included:

1. A fully completed and signed Attachment "B" Offeror's Profile
2. A fully completed and signed Attachment "E" Deviations and Exceptions

Tab 2 - Completed Various Forms: *(All Forms must have an Authorized Signature)*

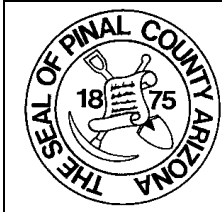
Addendum Acknowledgment Form (if any)

Non-Collusion Form,

W-9 Form

Offer & Acceptance Form,

If Offeror requires the County to sign a separate contract in the event of an award, then a copy of the separate contract must be included for Pinal County's consideration.



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ATTACHMENT A: NO RESPONSE FORM

Offerors not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above or fax to (520)866-6661

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Reason for NO RESPONSE:

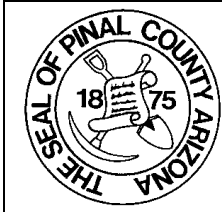
- Do not handle goods/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

Other: _____

This *NO* response is authorized by: _____ Date: _____
Signature

Title _____

- Please check one:
- Retain our company on the mailing list for future solicitations.
 - Please remove our company from the mailing list for this commodity or service



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ATTACHMENT B: OFFEROR'S PROFILE

A. Provide the name of the person who will be the primary Offeror and the address for the primary servicing office:

1. Name: _____ Title: _____

2. Company Name: _____

3. Address: _____

4. City: _____ State: _____ Zip Code _____

5. Telephone: _____ Fax: _____

6. Email Address: _____

B. Number of years local servicing office has been working with County/State Agency
Clients: _____

C. How many years of experience does the local Offeror have: _____ Key Employee: _____ yrs.

D. Will a Vendor Liaison be assigned to our account? Yes _____ No _____

1. If yes, identify who: _____

2. How many years of County experience does this Leader have handling public entity clients?

FIRM

AUTHORIZED SIGNATURE



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ATTACHMENT C: REFERENCES

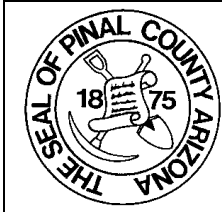
Please list a MINIMUM of three (3) clients for whom you have performed services similar to the Scope of Work in this solicitation.

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		

Company Name: _____	Contact: _____	
Phone: _____	Fax: _____	E-mail: _____
Project Name: _____		



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ATTACHMENT E: DEVIATIONS AND EXCEPTIONS

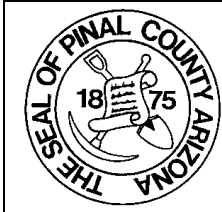
List any deviation or exception for any item listed under Scope of Services. The item number must be listed and the page of the ROQ it is found on. Any deviation/exception or inability of the Offeror to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the ROQ.

The following deviations/exceptions are being submitted for consideration:

The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

Firm

Authorized Signature



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ATTACHMENT F: ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all addendums that might be issued. Any addendum issued within five days of the solicitation due date, will include a new due date to allow for addressing the addendum issues. Your signature indicates that you took the information provided in the addendums into consideration when providing your complete response.

Please sign and date

ADDENDUM NO. 1 Acknowledgement _____
Signature Date

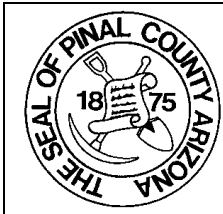
ADDENDUM NO. 2 Acknowledgement _____
Signature Date

ADDENDUM NO. 3 Acknowledgement _____
Signature Date

If no addendums were issued, indicate below, sign the form and return with your response.

Firm

Authorized Signature



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ATTACHMENT G: NON-COLLUSION STATEMENT

State of Arizona)
)
County of) ss.

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Offeror)

the persons, corporation, or company who makes the accompanying Offer, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

(Name)

(Title)

Subscribed and sworn to before me

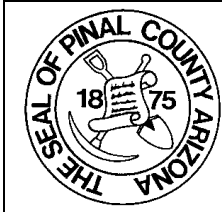
this _____ day of _____, 2009

Signature of Notary Public in and for the

State of _____

County of _____

NAME AND ADDRESS OF CERTIFICATE HOLDER:	DATE ISSUED _____ _____ AUTHORIZED REPRESENTATIVE
---	---



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ATTACHMENT H: W-9 FORM

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>



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OFFER AND ACCEPTANCE FORM

OFFER

TO PINAL COUNTY:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation. Signature also certifies understanding and compliance with paragraph one of the County's General Terms and Conditions.

For clarification of this offer, contact:

Name: _____ Phone: _____ Fax: _____

Company Name: _____
 (Street) (City) (ST) (ZIP)

 Signature of Person Authorized to Sign Offer Title

 Printed Name Date

ACCEPTANCE OF OFFER
(For Pinal County Use Only)

The offer is hereby accepted.
 The Offeror is now bound to sell or provide the materials, services, or construction as indicated by the attached Notice of Award and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Offeror's Offer as accepted by Pinal County.

The contract is for:

This contract shall henceforth be referenced to as Contract No. 08-11-13. The Offeror is cautioned not to commence any billable work or to provide any material or service under this contract until Offeror receives an executed purchase order or notice to proceed.

Awarded this _____ day of _____, 2009.

 Name (Print) Title Signature

Approved as to form: _____
 Pinal County Attorney's Office