



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award    Contract    Grant

Requested Board Meeting Date: 12/06/2022

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

Mobile Maintenance & Towing, LLC. (Headquarters: Tucson, AZ)

**\*Project Title/Description:**

Vehicle Towing and Auction Services

**\*Purpose:**

Award: Master Agreement No. MA-PO-23-094. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$530,000.00 and estimated annual revenue amount of \$537,275.00 with four (4) one-year renewal options.

Administering Department: Sheriff's.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-2300003 was conducted. Two (2) responses were received. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

PRCID: 459343

Attachments: Notice of Recommendation for Award and Master Agreement.

**\*Program Goals/Predicted Outcomes:**

To provide professional towing and immobilization services for privately owned vehicles and for safe keeping of abandoned and evidence related vehicles as well as to remain in compliance with Arizona Statutes.

**\*Public Benefit:**

Removal of vehicles from roadways to ensure traffic safety.

**\*Metrics Available to Measure Performance:**

Daily inspection and audits of Contractor's books, records and business location to ensure the public is being charged appropriately and vehicle releases/procedures are being followed per Arizona Revised Statutes.

**\*Retroactive:**

No.

TO: COB 11/22/22 (i)  
VERS: 1  
PGS: 30

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*PK*

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-094
Commencement Date: 01/01/23 Termination Date: 12/31/23 Prior Contract Number (Synergen/CMS):
[X] Expense Amount \$ 530,000.00 \* [X] Revenue Amount: \$ 537,275.00

\*Funding Source(s) required: Sheriff's Special Revenue and General Fund

Funding from General Fund? [X] Yes [ ] No If Yes \$ % 2
Contract is fully or partially funded with Federal Funds? [ ] Yes [X] No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? [ ] Yes [X] No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? [ ] Yes [X] No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
[ ] Expense [ ] Revenue [ ] Increase [ ] Decrease
Amount This Amendment: \$
Is there revenue included? [ ] Yes [ ] No If Yes \$
\*Funding Source(s) required:
Funding from General Fund? [ ] Yes [ ] No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

[ ] Award [ ] Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
[ ] Match Amount: \$ [ ] Revenue Amount: \$
\*All Funding Source(s) required:
\*Match funding from General Fund? [ ] Yes [ ] No If Yes \$ %
\*Match funding from other sources? [ ] Yes [ ] No If Yes \$ %
\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Kelsey Braun-Shirley Digitally signed by Kelsey Braun-Shirley Date: 2022.11.21 09:37:46 -07'00' Division Manager: Troy McMaster Digitally signed by Troy McMaster Date: 2022.11.21 12:10:25 -07'00'
Department: Acting Procurement Director: Ana Wilber Digitally signed by Ana Wilber Date: 2022.11.21 12:30:07 -07'00' Telephone: (520)724-7466

Department Director Signature: Chris Nanos Digitally signed by Chris Nanos Date: 2022.11.21 14:14:32 -07'00' Date:
Deputy County Administrator Signature: Date: 11/21/2022
County Administrator Signature: Date: 11/22/2022



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: November 22, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2300003 for Vehicle Towing and Auction Services that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after December 6, 2022.

Award is recommended to the highest scoring proposal.

<u>AWARDEE NAME</u>	<u>ANNUAL AWARD/REVENUE AMOUNT</u>
Mobile Maintenance & Towing, LLC.	\$530,000.00/\$537,275.00

OTHER RESPONDENT NAMES  
Gary's Towing & Salvage Pool, Inc.

Issued by: Kelsey Braun-Shirley, Procurement Officer

Telephone Number: (520)724-7466

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION**

Master Agreement No: 2300000000000000094

MA Version: 1

Page: 1 of 3

Description: Vehicle Towing and Auction Services

<b>I S S U E R</b>	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	<b>Issued By:</b> Kelsey Braun-Shirley
	<b>Phone:</b> 5207247466
	<b>Email:</b> kelsey.braun-shirley@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 01-01-2023					
	<b>Expiration Date:</b> 12-31-2023					
	<table> <tr> <td><b>NTE Amount:</b></td> <td><b>\$530,000.00</b></td> </tr> <tr> <td><b>Used Amount:</b></td> <td><b>\$0.00</b></td> </tr> </table>		<b>NTE Amount:</b>	<b>\$530,000.00</b>	<b>Used Amount:</b>	<b>\$0.00</b>
	<b>NTE Amount:</b>	<b>\$530,000.00</b>				
	<b>Used Amount:</b>	<b>\$0.00</b>				

<b>V E N D O R</b>	<b>Mobile Maintenance &amp; Towing LLC</b>	<b>Contact:</b> LLOYD SNOOTS
	<b>1875 W GARDNER LN</b>	<b>Phone:</b> 520-293-1988
	<b>TUCSON AZ 85705</b>	<b>Email:</b> lloyd.s@mmandt.net
		<b>Terms:</b> 5.00 %
		<b>Days:</b> 10

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$530,000.00 and estimated revenue amount of \$537,275.00 with four (4) one-year renewal options. Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



**PIMA COUNTY**

**MASTER AGREEMENT DETAILS**

Master Agreement No: 2300000000000000094

MA Version: 1

Page: 2 of 3

Line	Description					
1	Basic Call-Light Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$63.00			
2	Loaded Mileage-Light Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$3.50			
3	Loaded Mileage-4WD Light Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$3.50			
4	Basic Call-Medium Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$75.00			
5	Loaded Mileage-Medium Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$4.00			
6	Loaded Mileage-4WD Medium Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$4.50			
7	Basic Call-Heavy Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$207.00			
8	Loaded Mileage-Heavy Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$7.00			
9	Loaded Mileage-4WD Heavy Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MI	\$7.50			
10	Miscellaneous Tow Fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$114.00			
11	Off Road Recovery Tow fee					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$128.00			
12	Standby/Recovery Time Fee-15 Min Increments					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$39.00			
13	Trip Fee For An Out-of-Area Tow-Light Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$39.00			
14	Trip Fee For An Out-of-Area Tow-Medium Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
15	Trip Fee For An Out-of-Area Tow-Heavy Duty					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
16	Daily Safe Storage Fee-Light (Contractor Portion)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$25.00			
17	Daily Safe Storage Fee-Oversized(Contractor Portion)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$42.00			
18	Daily Safe Storage A.R.S. 25-3511(Contractor Portion)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	DAY	\$14.00			
19	Storage Lot Gate Access Fee (after hours)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$45.00			



**PIMA COUNTY**

**MASTER AGREEMENT DETAILS**

Master Agreement No: 2300000000000000094

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Line	Description					
20	Civil Move Discount 0.0000 %	UOM EA	Unit Price \$60.00	Stock Code	VPN	MPN
21	Evidence Repositioning Discount 0.0000 %	UOM EA	Unit Price \$30.00	Stock Code	VPN	MPN
22	Evidence Restructuring (Bi-Annual) Discount 0.0000 %	UOM EA	Unit Price \$500.00	Stock Code	VPN	MPN
23	Vehicle Tow from PCSD to Contractor for Auction Discount 0.0000 %	UOM EA	Unit Price \$30.00	Stock Code	VPN	MPN
24	Abandoned Title/Transfer Fee Discount 0.0000 %	UOM EA	Unit Price \$10.00	Stock Code	VPN	MPN
25	Buyers Premium-10% Discount 0.0000 %	UOM EA	Unit Price \$0.00	Stock Code	VPN	MPN
26	Administrative Fee Discount 0.0000 %	UOM EA	Unit Price \$95.00	Stock Code	VPN	MPN
27	Unclaimed Vehicle Sales Commission (Contractor Portion) Discount 0.0000 %	UOM EA	Unit Price \$0.00	Stock Code	VPN	MPN
28	RICO Vehicle Sales Commission (Contractor Portion) Discount 0.0000 %	UOM EA	Unit Price \$0.00	Stock Code	VPN	MPN

**OFFER AGREEMENT**

**1. PURPOSE**

This contract establishes a system-generated form Master Agreement ("MA") for Contractor to provide Pima County ("County") with vehicle towing and storage services on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

Contractor will provide towing and storage service for privately owned vehicles when required for public safety and/or to comply with mandatory immobilization statutes under Arizona Revised Statutes (A.R.S.) §28-3511. Removal of abandoned or inoperable vehicles from roadways will help ensure traffic safety and enforcement of the mandatory immobilization law will ensure the Sheriff's Department upholds its statutory obligation under A.R.S. § 28-3511.

Furthermore, the Contractor will provide auction services for abandoned or seized vehicles. Contractor will be responsible to immobilize, tow, store, process title changes, destroy and perform related actions necessary to auction vehicles.

Contractor as needed must be able to provide off-road recovery services and accident clean-up services.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS**

The MA will document the commencement date of the contract, and will be for a one (1) year period with four (4) one-year renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

**3. CONTRACTOR MINIMUM QUALIFICATIONS**

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

**Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:**

1	Contractor must be an approved firm in the Arizona Department of Public Safety Tow Service Program for District 08.  Contractor responsibility with this requirement will be validated using the Arizona Department of Public Safety website.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK**

See Exhibit A: Scope of Services (8 pages)

**5. OFFER ACCEPTANCE & ORDER RELEASES**

County will accept offers and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in

the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### 6. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

#### 7. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

##### 7.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

##### UNIT PRICES (Net 30-day Payment Terms)

See Exhibit B: Fee Schedule (1 page) and Exhibit B.1 Service Definitions (3 pages).

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order Indicates. The offered Unit Price must include all freight costs.

Although an order may not fully include State and City sales tax, County will pay such taxes as are **DIRECTLY** applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

##### 7.2. Price Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-In property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

##### 7.3. Price Escalation

All unit prices shall consider/provide for current economic and market conditions, and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. The PER must reference/cite any source materials used to form the basis of the proposed justification, but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources, and conduct an analysis to determine 1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.



**7.4. Living Wage**

All pricing will conform to Pima County's Living Wage Ordinance 2002-1 if applicable, including required annual adjustments of the wage.

**7.5. Additional Items and/or Services**

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's/manufacturer's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price)

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

**7.6. Standard Payment Term**

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**7.7. Optional Early Payment Discount Term**

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: 5 % If payment tendered within 10 Days as indicated above.

**7.8. Invoicing**

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO or DOM document.

All invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, and unit of measure included in County's order document for ALL invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

firms holding SBE Certification, is located at the following website:  
[http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx).

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

#### 7.1.2. Cost Points Calculation Method

County Procurement Department will calculate points for the cost based on the Total Price Proposed (TPP) using the following formula: Lowest Total Price Proposed Amount (LTPP) will receive the maximum quantity of points. Other proposals will receive points using the following formula:  $(LTPP / \text{Other TPP}) \times \text{Maximum Points} = \text{Score}$ . For the Revenue Sharing criterion the highest revenue amount will receive the maximum points and other proposals will receive points using the following formula:  $(\text{Other Revenue Amount Proposed} / \text{Highest Revenue Amount Proposed}) \times \text{Maximum Points} = \text{Score}$ .

### 8. BEST and FINAL OFFER

County may request additional information and/or clarification with **"Responsible"** Proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements.

In the event that County holds discussions and requests clarifications, County will issue a written request for best and final proposals. The request will set forth the date, time, and place for the submission of best and final proposals. If Proposers fail to respond to the request for best and final proposal or fail to submit a notice of withdrawal, County will consider their immediate previous proposal as their best and final proposal.

### 9. AWARD NOTICE

County will post a Notice of Recommendation for Award ("NORFA") for the RFP on the Procurement website, and the Procurement Department will maintain the evaluations of proposals, available for review by interested parties. Proposers that submitted a proposal in response to the RFP may also receive an email notice from the Procurement Department of the posting of the NORFA. County will not provide the results of this solicitation in any other manner, or at any time prior to the posting of the NORFA.

### 10. PROTESTS

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. County's protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available at [https://codelibrary.amlegal.com/codes/pimacounty/latest/pimacounty\\_az/0-0-0-7273](https://codelibrary.amlegal.com/codes/pimacounty/latest/pimacounty_az/0-0-0-7273). County counts the five-day period to file a protest of the award from the date County posts the NORFA on the Pima County Procurement Department website at <http://www.pima.gov/procure/awards/> without regard to whether County issued individual notices. Proposers are responsible for checking the website.

### 11. AWARD

If County makes an award, County will enter into a contract with one or more Contractor(s) that submitted the highest scoring proposal(s) that County determined **"Responsible"** for providing the required goods or services. Either the Procurement Director or Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County may obtain like goods or services from other sources.

### 12. PIMA COUNTY VENDOR RECORD

A valid Pima County Vendor record is required to receive any award of contract. Before submitting a response to this solicitation, Proposer must establish a complete vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. The preferred method for Proposer to create or update this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). In addition to providing the means for a Proposer to create and maintain its vendor record, VSS also provides for email notice to Proposer regarding solicitations that County publishes for commodities of interest as identified by the Vendor record. Internet links for Vendor Registration are located at the Procurement Department Internet page: <http://www.pima.gov/procure/venreg.htm>.

### 13. DOCUMENTS MARKED CONFIDENTIAL

County must comply with A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6. The Offer Agreement includes a specific provision

**12.1.2. Automobile Liability**

Including Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

The policy shall be endorsed to include Garage Keepers Liability-Direct Primary Coverage.

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

The policy shall be endorsed to include coverage for towing including "On Hook" Coverage.

Policy shall contain a waiver of subrogation against Pima County.

**12.1.3. Workers' Compensation (WC) and Employers' Liability**

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

Policy shall contain a waiver of subrogation against Pima County.

**12.1.4. Crime Insurance**

**Policy Limit:** \$25,000 (not less than)

The policy shall be issued with limited based on the amount of cash being handled by the Contractor.

The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

The policy shall include coverage for third part fidelity.

The policy shall include coverage for extended theft and mysterious disappearance.

The bond or policy shall not contain a condition requiring an arrest and conviction.

**12.2. Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

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

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

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.

**12.2.1. Notice of Cancellation**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

**12.2.2. Verification of Coverage**

Contractor shall furnish County with certificates of insurance (ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the Insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this contract must be in effect at, or prior to, commencement of work under this contract. Failure to maintain the

Insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by the contract shall be sent directly to the appropriate County Department. The certificate of insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by the contract at any time.

**12.2.3. Approval and Modifications**

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

**13. PERFORMANCE BOND**

Not applicable to this contract.

**14. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS**

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date
1	10/13/2022				

**15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Is your firm SBE certified as defined by the solicitation's Instructions to Proposers Section 7.1.1? Yes  No

(select one)

If Yes, have you included your certification document? Yes  No

(select one)

**NOTE:** If you do not submit the SBE Certification document with your proposal, County will not apply the SBE Preference.

**16. PROPOSAL/OFFER CERTIFICATION**

**CONTRACTOR LEGAL NAME:** Mobile Maintenance and Towing, LLC  
**BUSINESS ALSO KNOWN AS:** Mobile Maintenance and Towing, LLC  
**MAILING ADDRESS:** 2014 W Gardner Ln  
**CITY/STATE/ZIP:** Tucson, AZ 85705  
**REMIT TO ADDRESS:** 2014 W Gardner Ln  
**CITY/STATE/ZIP:** Tucson, AZ 85705  
**CONTACT PERSON NAME/TITLE:** Davidson Wyatt General Manager  
**PHONE:** 520-293-1988 **FAX:** 520-844-4445  
**CONTACT PERSON EMAIL ADDRESS:** dw@mmandt.net  
**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** dw@mmandt.net  
**CORPORATE HEADQUARTERS ADDRESS:** 2014 W Gardner Ln Tucson, AZ 85705  
**WEBSITE:** www.mmandt.net

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements "Non-Responsive" and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

**SIGNATURE:**  **DATE:** 10/18/2022

Davidson Wyatt General Manager  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND EMAIL:** 520-293-1988 dw@mmandt.net

County Attorney Contract Approval "As to Form".

Approved As to Form:

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. WARRANTY**

Contractor warrants goods or services to be satisfactory and free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

**2. PACKING**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**3. DELIVERY**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County. Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**4. SPECIFICATION CHANGES**

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**5. INSPECTION**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**6. ACCEPTANCE OF MATERIALS AND SERVICES**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT**

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items

which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

#### **8. FRAUD AND COLLUSION**

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

#### **9. COOPERATIVE USE OF RESULTING CONTRACT**

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

#### **10. INTELLECTUAL PROPERTY INDEMNITY**

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

#### **11. INDEMNIFICATION**

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### **12. UNFAIR COMPETITION AND OTHER LAWS**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

#### **13. COMPLIANCE WITH LAWS**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

**14. ASSIGNMENT**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**15. CANCELLATION FOR CONFLICT OF INTEREST**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**16. NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**17. NON-APPROPRIATION OF FUNDS**

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**18. PUBLIC RECORDS**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential: Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

**19. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**20. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.



**21. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

**22. TERMINATION**

County may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination.

**23. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

**24. INDEPENDENT CONTRACTOR**

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

**25. BOOK AND RECORDS**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**26. COUNTERPARTS**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**27. AUTHORITY TO CONTRACT**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**28. FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**29. SUBCONTRACTORS**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**30. SEVERABILITY**

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

**31. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**32. CONTROL OF DATA PROVIDED BY COUNTY**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**33. ISRAEL BOYCOTT CERTIFICATION**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**34. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT A: SCOPE OF SERVICES (8 PAGES)****1. DEFINITIONS:**

- 1.1. **Stored Vehicle:** Any vehicles removed as abandoned, stolen/recovered, burned or in an accident.
- 1.2. **Impounded/Immobilized:** Vehicles in custody pursuant to A.R.S. § 28-3511.
- 1.3. **Held Vehicles:** Vehicles that will be stored at the Contractors yard where a hold has been requested by Pima County Sheriff's Department (PCSD) and shall not be released, entered or auctioned until further notice.
- 1.4. **POV:** Privately Owned Vehicle, citizen owned vehicle which is not court ordered as evidence.
- 1.5. **RSV:** RICO Seized Vehicle, all vehicles with this status should be stored at evidence yard.
- 1.6. **VRR:** Vehicle Removal Report, tow sheet with vehicle and owner specifics provided to the Contractor at the time of the tow.
- 1.7. **Authorization for Release Form:** Provided by PCSD to citizen/owner of vehicle authorizing release of vehicle.

**2. REGULATIONS, ORDINANCES, STATUTORY REQUIREMENTS-FEDERAL, STATE & COUNTY:**

- 2.1. Contractor must comply with all Federal, State and County statutory requirements including regulations and ordinances pertaining to the immobilization, tow, storage, and auction of cars designated by PCSD as abandoned and/or seized.
- 2.2. Failure to comply with laws pertaining to impoundment/immobilization of vehicles under any Arizona Revised Statute or Pima County ordinance will constitute a breach of contract and is grounds for termination of services with County. Lack of knowledge of the implementation of a State statute or County ordinance that requires specific compliance by a tow truck/salvage company is not defense for noncompliance with the statute or ordinance.
- 2.3. The Contractor must strictly conform to all the latest and revised Motor Carrier and Safety Regulations, as set forth by the Arizona Department of Public Safety (DPS) Regulations and must maintain at all times current tow truck permit(s), as issued by DPS.
- 2.4. Contractor must comply with all regulations outlined by DPS tow truck program. Failure to comply with DPS regulations will constitute a breach of contract and is grounds for termination of services with County.

**3. FACILITIES:**

- 3.1. **Public Business Operating Hours:** The Contractor's business must remain open to the public for the purpose of releasing stored or immobilized vehicles during the indicated times and days with no additional charge or fees other than what is defined and allowed by this contract at a minimum; Monday through Friday, 0830 (8:30 A.M.) to 1700 (5:00 P.M.) local Tucson time, except on County holidays.
- 3.2. **Towing Services Operating Hours:** All listed types of towing categories must be available on a twenty-four (24) hours a day, seven (7) day a week basis.
- 3.3. **Storage Facilities:** Contractor must have a storage facility of sufficient size, to accommodate at least 500 spaces for all vehicles towed for Pima County. The facility must be enclosed by a fence with a minimum height of six (6) feet with secured gates. The fence must be constructed from chain link, masonry, wood or equivalent materials to prevent unauthorized removal of stored vehicles. Fences constructed of strands of barbed wire, hog wire, or chicken wire are not acceptable. Contractor must have some type of 24/7 security to deter theft (i.e. video camera monitoring or security guards). If live security is not provided, perimeter and interior motion detected lighting and video surveillance in sufficient quantities to view the entire storage facility is required. Video surveillance must be monitored 24/7. Contractor must be able to release vehicles to citizens at the location of the storage facility. The storage facility must be located a reasonable distance, at the discretion of County, in or from the Tucson Metropolitan area, to avoid undue burden to citizens when picking up their vehicles.
- 3.4. The storage facility must not be located within a wrecking yard that is in the business of dismantling vehicles.
- 3.5. The storage facility must have an area which is separated and clearly delineated from other storage areas for the purpose of storing vehicles impounded/immobilized by PCSD. Impounded vehicles stored for County must be kept separate from non-County stored vehicles at all times.
- 3.6. The personnel operating the storage facility during the operating hours must be authorized by the Contractor to release the vehicle(s) to the owner(s) or to the owner(s) authorized representative.
- 3.7. PCSD officials must be allowed access as necessary during non-business hours within one (1) hour of notification. There will be no charge to PCSD for this access.

**4. EQUIPMENT:**

- 4.1. PCSD has made an equipment needs assessment and determined the Contractor will need the following equipment mix to provide the needed services and response times in the widely separated service response areas:
  - 4.1.1. Eight (8) flat-beds (capable of two-vehicle tows of light duty rated vehicles)
  - 4.1.2. One (1) medium duty (or larger) tow truck
  - 4.1.3. One (1) heavy duty flat bed
  - 4.1.4. One (1) heavy duty four-wheel drive tow truck
  - 4.1.5. One (1) light or medium duty four-wheel drive tow truck
- 4.2. At all times Contactors' tow trucks used in performance of duties pursuant to this contract must carry the equipment required in the State of Arizona, Department of Public Safety Tow Truck Rules and Regulations.
- 4.3. Contractor's equipment must meet the requirements and standards set forth by the Department of Public Safety for towing companies. Contractor must substantiate that all equipment and vehicles used during the performance of this contract are currently certified to meet all safety and legal requirements for this type of equipment.

**5. PERSONNEL:**

- 5.1. All of Contractor's employees (drivers, lot attendants, or any personnel with access to County stored vehicles) must pass a basic background check (includes criminal history, no prior felony convictions or misdemeanors involving moral turpitude), at the discretion of PCSD to be approved by PCSD to be qualified to perform duties pursuant to this contract.
- 5.2. Any new hires are also subject to passing a basic background check, at the discretion of PCSD, prior to performing duties pursuant to this contract.
- 5.3. Contractor will provide PCSD Vehicle Impound Unit (VIU) Supervisor new hire information required to process basic background checks.
- 5.4. Contractor must maintain a list of all personnel that are authorized to perform duties pursuant to this contract at all times. This list will be reviewed annually, 30 days prior to the contract renewal.
- 5.5. Contractor must communicate any changes to that list in a timely manner.
- 5.6. PCSD will provide approval or denial of any changes within two (2) business days of receipt of notice by Contractor.
- 5.7. All background checks required pursuant to this contract, will be performed by PCSD at no cost to Contractor.
- 5.8. Contractor must be adequately staffed with qualified equipment operators to provide all required services within the specified response times. Contractor must also maintain staff proficient in the invoicing and billing practices set forth in this contract.
- 5.9. Failure to adhere to the guidelines regarding Contractor's personnel will be considered a negative performance issue.

**6. SUBCONTRACTING:**

- 6.1. If subcontracting is part of the Contractor's coverage plan for this agreement, the Contractor must obtain approval from PCSD prior to using the services of a subcontractor. Background clearance requirements shall also apply to subcontractor's personnel involved with this contract.
- 6.2. Contractor must provide PCSD a list of all subcontractors. In the event a subcontractor is unable, unavailable or refuses to respond to any PCSD request for service, PCSD reserves the right to seek immediate towing services as necessary for law enforcement purposes at the expense of Contractor. If Contractor refuses to pay for this service, PCSD reserves the right to terminate services between Contractor and County.
- 6.3. County is not opposed to subcontracting, however it will be the Contractor's full responsibility to manage all aspects of any subcontracting arrangements to include claims, disputes or any other actions brought up against the subcontractor. PCSD will not provide relief or be part of any issues arising between Contractor and any subcontractor.

**7. DISPATCH:**

- 7.1. All tow truck services will be primarily dispatched by PCSD Communications Unit or PCSD Evidence Unit.

**8. SERVICE RESPONSE AREAS:**

- 8.1. The service areas listed below are those used by PCSD dispatchers for jurisdictional and internal assignment and recordkeeping purposes, these response areas are subject to change without a written amendment of the contract.
  - 8.1.1. **Area 1. FOOTHILLS:** Bordered by the Pinal County line to the north, Campbell Avenue to the east, I-10 to the west and 22<sup>nd</sup> Street/Starr Pass Boulevard to the south.

- 8.1.2. Area 2. TUCSON MOUNTAIN:** Bordered by the Pinal County line to the north, I-10 to the east, Tohono O'odham Indian Reservation to the south and Ironwood National Forest to the west.
- 8.1.3. Area 3. RINCON/VAIL:** Bordered by the Pinal County line to the north, on the south by 22<sup>nd</sup> Street to Kolb Road, on the east by the Cochise County line (from Kolb Road exit to Pima Mine Road exit) and on the west by Campbell Avenue. South to Santa Cruz, Redington Pass to San Pedro to Pinal County line.
- 8.1.4. Area 4. SAN XAVIER:** Bordered on the north by 22<sup>nd</sup> Street/Starr Pass Boulevard and Tucson Mountain Park, on the north by Milewide Road (west of Tucson Mountain Park) , on the west by the Tohono O'odham Indian Reservation, bordered on the east by Kolb Road exit south to Pima Mine Road exit.
- 8.1.5. Area 5. GREEN VALLEY:** Bordered north by Pima Mine Road from Tohono O'odham Indian Reservation to Cochise County line, on the south by Santa Cruz County line and Mexico border, east by Cochise County line and west by the Tohono O'odham Indian Reservation.

## **8.2. RESPONSE TIME, PERFORMANCE MEASURES & ROUTES:**

- 8.2.1.** Response time in all service areas in the greater Tucson Metropolitan area must be within 45 minutes of dispatch.
- 8.2.2.** Response time in all remote (remote defined as outside of PCSD service areas 1-5, City of Tucson excluded) must be 45 minutes plus 1.5 minutes per mile outside of service area.
- 8.2.3.** In order to achieve these response times, it may be necessary to preposition (stage) equipment and operators in strategic locations. County will grant a period of adjustment (30-60 days) to allow Contractor the opportunity to observe usage patterns and develop plans to optimize responses. After this "break-in" period, any missed response time must be excused by PCSD to avoid a negative impact on Contractor performance reports. Excusable delays are those caused by circumstances PCSD agrees are beyond the Contractor's control. Any disputes may be brought to the attention of the Impound Supervisor and may be escalated to the Impound Manager of PCSD if needed.
- 8.2.4.** Response times for heavy duty tows or those involving unusual circumstances will be evaluated on a case by case basis.
- 8.2.5.** Actual response time will be recorded on the VRR by the officer at the scene.
- 8.2.6.** If after dispatch it is realized the response cannot be made on time, Contractor must notify PCSD immediately. Non-response or aborted responses must be logged by Contractor along with reasons for the failure and times of PCSD dispatch and the time PCSD was notified of the response failure. Any unexcused delayed response will be documented by PCSD and periodically reported to the Sheriff and the Procurement Department. These reports will be used to determine acceptable performance by the Contractor. If performance is determined to be inferior by County, the contract may be terminated or not renewed. Any negative reporting will be brought to the Contractor's attention and the Contractor will be allowed an opportunity to correct low level performance.
- 8.2.7.** If Contractor fails or refuses to comply with the performance measures, or demonstrates five separate incidents or non-compliance PCSD reserves the right to terminate services between Contractor and County.

## **9. ON-SCENE REQUIREMENTS:**

- 9.1.** Upon arrival at scene, if circumstances don't prohibit, the responding driver must physically report directly to the officer in charge at the scene and inform them of arrival. Failure to make contact and receive acknowledgement of arrival will be considered a negative performance issue. Driver must also check-out with officer in charge prior to departing. Driver must be sure to check-in and out with the same officer unless circumstances prohibit.
- 9.2.** Contractor's personnel must take reasonable measures for the safekeeping of vehicles at the time of hook up to include but not be limited to locking of doors and closing all operable windows as possible etc.
- 9.3.** Failure to follow directions from the officer in charge without dispute will be considered a negative performance issue.

## **10. GENERAL OPERATIONAL REQUIREMENTS:**

- 10.1.** Commencing at the time of tow and terminating at the time of release, Contractor is responsible for the safekeeping of vehicles in the storage facility including the safekeeping of personal property remaining in the vehicle.
- 10.2.** In the event that a vehicle is damaged, stolen or stolen from while in the Contractor's possession, Contractor must contact the law enforcement agency in jurisdiction and report immediately to PCSD VIU Supervisor. A police report number must be provided.

- 10.3. In the event Contractor discovers evidence of a crime in a vehicle that has been towed to their facility, Contractor will contact PCSD dispatch to have a deputy respond to take custody of the evidence. All information pertaining to the vehicle along with driver/ownership information shall be provided to the deputy.
- 10.4. Contractor must allow citizens/owners access to their stored vehicles located at the Contractor's facilities, upon proper identification. Contractor must provide an employee escort so as to allow the citizen/owner to retrieve any paperwork or personal property from the vehicle without contacting PCSD. In the event of a citizen/owner dispute or safety concern, Contractor will contact PCSD impound personnel to determine whether or not a deputy will be dispatched to resolve the dispute. Disputes shall not include disagreement of payment for towing, storage or ancillary service fees. PCSD reserves the right to resolve disputes, which may be resolved at the expense of the Contractor.

#### **11. TOWING SERVICES FOR PRIVATELY OWNED VEHICLES:**

- 11.1. Contractor will pick-up vehicle(s) at the scene or place of origin and tow specified vehicle(s) to a designated place as directed by PCSD dispatch or PCSD officer at the scene. The designated place may be:
  - 11.1.1. Contractor's secure storage facility or
  - 11.1.2. PCSD evidence facility or
  - 11.1.3. Other locations as designated by PCSD at the scene
- 11.2. At the time of dispatch, PCSD will provide vehicle license plate number (if available) along with the best possible description of vehicle(s) (i.e. type: sedan, motor home, truck), the quantity of vehicles and location (scene: 1<sup>st</sup> Wetmore 3200 block or specifically PCSD evidence/impound lot). When available the dispatch will provide additional information describing the scene enabling the driver to prepare for clean-up, off-road recovery tow etc.
- 11.3. Contractor must be prepared to provide additional services for unusual location of vehicles such as off-road desert or mountainous areas/landscapes; flood recovery assistance, burned or otherwise totally destroyed vehicles or items. Information on type of tow truck needed to perform services being requested will be relayed by the officer to PCSD Communications and provided to Contractor.

#### **12. TOWING SERVICES FOR RICO SEIZED VEHICLES (RSV):**

- 12.1. Contractor will pick-up vehicle(s) at the scene or place of origin, tow specified vehicle(s) to PCSD Property and Evidence facility, X-Ray facility, Contractor's secure storage facility, or any other location as directed by PCSD dispatch or PCSD officer at the scene.
- 12.2. Contractor must provide a direct point of contact to the PCSD Financial Investigations (RICO) Unit to exchange documentation, track inventory, maintain accurate and timely communication and address any other related administrative issues.
- 12.3. If awarded through court order, the PCSD Financial Investigations (RICO) Unit or PCSD Evidence Unit will provide the Contractor with an inventory list of vehicles ready for auction, all other vehicles will be held until otherwise directed.
- 12.4. The Contractor is authorized to charge a 10% Buyer's Premium fee for RICO vehicles sold at auction only plus any related expenses it incurs from the sale. This is an additional charge to the winning bidder based on final auction price. This fee cannot be deducted from the final auction amount.

#### **13. VEHICLE RELEASES:**

- 13.1. An owner or lien holder may obtain possession of a vehicle by paying to PCSD all applicable fees and charges and obtaining an Authorization for Release form that authorizes the vendor to release the vehicle. The owner or lien holder must present the Authorization for Release Form to the Contractor before additional charges are incurred.
- 13.2. PCSD will accept payments for towing and storage fees to be paid by vehicle owner and/or lien holder. PCSD will subsequently issue a receipt that is to be presented to the Contractor for release of the vehicle to the owner/lienholder.
- 13.3. Contractor must not release impounded vehicles to the public without receiving an Authorization to Release Form from PCSD to do so. This includes any vehicles that change ownership after the vehicle was impounded. All releases to the public require the PCSD Authorization for Release Form identifying the citizen by license information to include name (first and last) and license number. The Contractor must verify this information by viewing the PCSD Authorization for Release Form and license prior to releasing the vehicle to the citizen. The information to be verified by Contractor prior to release includes the following:
  - 13.3.1. Incident Number
  - 13.3.2. Vehicle Information
  - 13.3.3. Status of Towing Charges

**13.3.4.** Identification of Person Authorized to Release Vehicle to

**13.3.5.** PCSD Authorization of Release Form

- 13.4.** Only the Ancillary Services Citizen Charges as specified by Exhibit B may be charged to citizens during the release of vehicles. Authorization by the responsible party is required prior to performance of any ancillary services.
- 13.5.** The PCSD VIU supervisor has the ability to change the status of a vehicle by amending the VRR. The car will be in possession of the Contractor and held at the Contractor's storage facility and the status may change from a stored vehicle to an immobilized vehicle per A.R.S. §28-3511 when it has been determined by PCSD that the vehicle's status was marked in error. PCSD will email Contractor to communicate the status change and additional VRR is not required.
- 13.6.** The VIU Supervisor has the authority to waive certain fees when it has been determined by PCSD that the vehicle was immobilized under A.R.S. §28-3511 in error and meets the criteria for release to a responsible party.

#### **14. AUCTION SERVICES:**

- 14.1.** Contractor is responsible for conducting all auctions, collecting all payments and remitting County proceeds to PCSD for sale of vehicles auctioned.
- 14.2.** Contractor and County mutually agree to hold auctions within every 30 days that vehicles are available for auction, however upon determination made by PCSD VIU Supervisor/Manager, auction dates may change at the discretion of PCSD.
- 14.3.** Contractor will email an Auction Electronic Notification Report (ENR) to PCSD Vehicle Impound Supervisor that details vehicles that Contractor will auction at least two business days prior to the auction date.
- 14.4.** At the time the auction transaction occurs between Contractor and the private citizen, Contractor agrees to provide the winning bidder with a voucher (invoice given to citizen in which to pay for vehicle). Vouchers must be numbered consecutively. The voucher will indicate the following information:
- 14.4.1.** Vehicle Identification Number
  - 14.4.2.** Make and model of vehicle
  - 14.4.3.** The name and address of the buyer
  - 14.4.4.** The amount that the vehicle was purchased for
  - 14.4.5.** If a RICO seized vehicle
- 14.5.** After the auction, Contractor will provide the VIU Supervisor/Manager an updated ENR within two (2) business days of auction day, listing all vehicles that have been sold at auction. This report must include; vehicle identification number, the year, make, model and color of the vehicle, the name and address of the new owner, the purchase price the vehicle sold for, commission to be paid to PCSD, fees to be paid to Contractor and % of sale to be retained by Contractor.
- 14.6.** Contractor is responsible to provide a Detailed Audit Report for each vehicle sold. This audit report must include the following; vehicle identification number, the year, make, model and color of the vehicle, the name and address of the new owner, the purchase price the vehicle sold for, the commission to be received by PCSD, the fee to be collected by Contractor. This report is the updated ENR for what vehicles were paid for and picked up from the auction.
- 14.7. Auction Proceeds:** When the vehicle is auctioned, the Contractor receives first, 0%\* of the sale proceeds of the vehicle. After the initial 0%\* has been retained by the Contractor, the remaining amount will be paid (100%)\* to County.
- \*Percentage % of sale amounts for the Contractor and County are specified in Exhibit B and will be completed in this scope of services prior to contract award.
- 14.8.** Contractor must pay PCSD within ten (10) business days of sending the Updated Auction Electronic Notification Report. Contractor will submit two separate checks; one for impounded/stored vehicles and one for RICO vehicles.
- 14.9.** Any disputed sale amounts or totals must be reported to the PCSD VIU Supervisor/Manager. Once notifications have been made, Contractor will have five (5) days to resolve the dispute with the PCSD VIU Supervisor/Manager. PCSD reserves the right to terminate services between Contractor and County in the event Contractor refuses to comply.
- 14.10.** Once amounts of disputed sales have been finalized, Contractor has five (5) business days to remit payments to PCSD. Failure to remit payment will be grounds for County to terminate services between Contractor and County. Contractor shall remit to PCSD its commission percentage of sale.
- 14.11. Late pays:** If a voucher is issued and the bidder pays after the first check is issued to the County, but before the next auction, the Contractor can release a vehicle and process payment to PCSD.

- 14.12. Contractor is responsible for facilitating title and registration transfer and the delivery of vehicles to bidder at no expense to County.
- 14.13. All sales are final and considered closed at the time the bids are finalized at the conclusion of each auction during that business day. No sale will be made on terms of credit, loan, lien, promise, trade or barter.
- 14.14. All vehicles sold at auction will utilize a certificate of title. No vehicle shall be auctioned under a "salvage title" or under a "VTR71" without the express consent of PCSD. All vehicles sold will be under an "actual miles" title to provide County with the highest market value.
- 14.15. Vehicles will be sold in an "as is" condition with no warranties or promises for repair. If for any reason the State will not issue an "actual miles" title, PCSD will provide proper documentation to Contractor for title transfer from owner/violator to Pima County's name prior to auction.
- 14.16. Vehicles are sold at auction only after an abandoned vehicle title has been awarded to the Contractor and the responsible party for the vehicle has not retrieved the vehicle from the Contractor's storage facility.
- 14.17. County will not be charged any storage or towing costs for vehicles to be sold at auction.
- 14.18. If a vehicle fails to sell at auction Contractor will work with County, at no additional charge, to ensure maximum exposure at future auctions and with the possibility of additional auctions being placed on the calendar.
- 14.19. In the event a vehicle is not claimed by the owner and becomes abandoned, when it is determined this vehicle cannot sell at auction (after two auction attempts) it will be the responsibility of Contractor to dispose of the vehicle as a salvage vehicle for destruction. This is only after authorization by the PCSD VIU Supervisor. PCSD will provide authorization/denial within three (3) business days of the request by Contractor to salvage a vehicle for destruction. This vehicle must be destroyed and must not be re-registered or titled to be driven on the road. Contractor shall take ownership of said vehicle for the purpose of destruction and shall retain all proceeds from sales of such proceedings. Contractor shall waive all PCSD tow and storage fees. Contractor shall provide certification of destruction on each vehicle to PCSD VIU Supervisor within five (5) business days of destruction. This certification shall include the name and address of the company or business that destroyed or crushed the vehicle.
- 14.20. All vehicles sold as salvage or to be destroyed as scrap metal, shall be sold at the expense of Contractor. Contractor shall collect all proceeds from the sale of vehicles sold as scrap metal and County shall not incur any expenses from towing or storage of these vehicles. RICO vehicles cannot be designated as scrap unless approved by the RICO Supervisor.
- 14.21. **Return to PCSD:** Prior to auction and at no cost to County, PCSD reserves the right to have any vehicle returned to the possession of County or its rightful owner. Contractor agrees that there will be no direct reimbursement of costs associated with said vehicle(s) with the exception of the original towing and mileage charges as allowed by the contract.
- 14.22. **Hold Harmless:** After a vehicle has been auctioned or sold, Contractor agrees to waive and hold harmless County from all towing, storage and all other related fees associated with the vehicle.
- 15. VEHICLE PREPARATION, CLEANING & INSPECTION:**
- 15.1. **Vehicle Preparation & Cleaning Services:** Contractor is responsible for the cleaning and preparation of all vehicles for auctions. Contractor will wash the exterior, vacuum and remove trash from the interior and exterior of the vehicles.
- 15.2. **Keys:** Contractor will provide keys if they are available, however Contractor will not have keys made (unless authorized by PCSD) or hire mechanical staff to ensure operational aspects of vehicles being auctioned.
- 15.3. **Public Inspection Period:** Contractor is responsible for conducting a public inspection period at least two (2) days prior to any auction of any vehicle. This inspection must be preceded by an advertisement paid for by the Contractor. If Contractor and PCSD find additional viewing day/hours are necessary, Contractor will add additional viewing days for maximum exposure. All vehicles will continue to be advertised on Contractor's website until sold or other arrangements are made for disposition of the vehicle as allowed by this contract.
- 15.4. **Photographs:** Contractor is responsible for photographing all vehicles for auction. Contractor will take between five (5) and seven (7) photographs of each vehicle, after is has been cleaned, more photographs are required if there is special equipment that can be highlighted. Photos must include; interior dashboard, interior dashboard interior seating (front and back) all exterior sides (front, back, driver and passenger).
- 15.5. **Canine Sweep:** Contractor must grant PCSD Canine Unit access to the premises to perform a canine sweep of privately owned vehicles and abandoned vehicles. This sweep can occur prior to the Contractor obtaining title. Canine sweep will be conducted at least ten (10) business days prior to the next scheduled auction, but before any public inspection period. This will provide sufficient time for Contractor to prepare and submit the Electronic Notification Report to PCSD VIU Supervisor and advertise on the internet site for a minimum of five (5) days. Canine sweeps need only be conducted on mandatory immobilization and abandoned vehicles. Evidence and



RICO vehicles are canine swept while at the Property and Evidence facility and in the possession of PCSD prior to being moved to Contractor's storage facility.

#### 16. RECORDKEEPING:

- 16.1. The driver/Contractor must record all PCSD dispatch provided information (including dispatch area), all times and mileages including but not limited to:
  - 16.1.1. Arrival on scene
  - 16.1.2. Departure from scene
  - 16.1.3. Arrival at destination
- 16.2. Unless it would be disruptive or unsafe, the driver should get and log the name of the officer in charge at the scene.
- 16.3. This data must be logged into a permanent record and must be included on all invoices along with the dispatch, incident or tow number. PCSD must agree to all recordkeeping methods prior to contract being awarded. This includes the individual "tow ticket" or "trip ticket" used by the drivers for each dispatch. Deviations from the agreed upon recordkeeping methods will not be allowed. Any invoice submitted without the agreed upon information will be rejected.
- 16.4. Each dispatch must be recorded separately.
- 16.5. Contractor must document and sequentially number the acquisition and provision of all services provided pursuant to this agreement and maintain an auditable file in a form acceptable to PCSD, this document will be known as "tow ticket" or "trip ticket" and must include the following minimum information:
  - 16.5.1. The vehicle license plate number
  - 16.5.2. The vehicle identification number
  - 16.5.3. The vehicle make
  - 16.5.4. The vehicle model
  - 16.5.5. The vehicle year
  - 16.5.6. Beginning and ending mileage of the tow truck
  - 16.5.7. Time of dispatch
  - 16.5.8. Name of dispatcher
  - 16.5.9. Time of arrival on scene
  - 16.5.10. Name of officer in charge of scene (if practicable)
  - 16.5.11. Time of departure from scene
  - 16.5.12. Time of arrival at destination
  - 16.5.13. Location of destination
  - 16.5.14. Any other pertinent incident identification information
- 16.6. Contractor is responsible for promptly and accurately documenting receipt of any fees collected from vehicle owners that are due simultaneous with the release of any vehicle (should be limited to Ancillary Services Citizen Charges and auctioned vehicle revenues).
- 16.7. **Towing Software:** Contractor must have and maintain a towing operations system capable of storing copies of each VRR, google map, invoice, release receipts and photos of vehicle(s) etc. Contractor must allow PCSD (Impound and Civil Units) to interface or have access to all systems regarding towing, storage, moves and sales of PCSD vehicles.
- 16.8. **Inspection of Records:** The books and records regarding the services provided by the Contractor and the disposition of each and every vehicle processed, towed, scrapped, dismantled or any property processed by the Contractor in response to a request for services by PCSD will be subject to inspection upon request. In the event the Contractor refuses or delays inspection of records, such refusal or delay will be grounds for termination of services with County.
- 16.9. Incomplete or inconsistent recordkeeping will be considered a negative performance issue.

#### 17. INVOICING:

- 17.1. The PCSD point of contact for all invoices pursuant to this contract is this VIU Supervisor.
- 17.2. Each invoice must be submitted on a monthly basis and include an excel report itemizing expenses for the movement of each vehicle as specified in each of the below categories:
  - 17.2.1. **Unclaimed vehicles, impounded (A.R.S. §28-3511) and stored releases:** Report will be itemized by release date and VRR report/case no. Citizen is responsible for expenses of vehicles under this category.
  - 17.2.2. **Evidence vehicles:** Report will be itemized by VRR/case no. County and not the vehicle owner pays towing expenses associated with evidence vehicles picked-up from the scene and towed to the PCSD

evidence yard. County will also pay the expenses associated with movement of the vehicle from the evidence yard or fleet services to the Contractor's facility for auction purposes.

**17.2.3. Evidence/RICO vehicles:** Report will be itemized by VRR report/case no. County and not the vehicle owner pays towing expenses associated with RICO seized vehicles picked up from the scene as well as vehicles that the Contractor picks up from the PCSD evidence yard or Fleet Services for delivery to the auction yard.

**17.2.4. Civil vehicle:** Contractor will submit an invoice for all towing, mileage fees, ancillary tow fees and other expenses for the movement of civil vehicles to the PCSD Civil Unit. PCSD Civil Unit collects fees from citizen or attorney. County and not the vehicle owner pays (1) towing and storage (2) civil move and release (3) civil move and auction.

**17.3.** Contractor will submit revenue payments auction proceeds as specified in the below categories:

**17.3.1. Abandoned vehicles:** Contractor will make checks payable to PCSD and submit supporting documentation itemizing the proceeds received for each abandoned vehicle sold at auction.

**17.3.2. RICO vehicles:** Contractor will make checks payable to PCSD-Anti Racketeering and submit supporting documentation itemizing the proceeds received for each RICO vehicle sold at auction.

**17.3.3.** All revenue payments must include the following supporting documentation:

**17.3.3.1.** Auction date

**17.3.3.2.** Lot number

**17.3.3.3.** Case number

**17.3.3.4.** Year, make and model

**17.3.3.5.** Vehicle identification number

**17.3.3.6.** Voucher number

**17.3.3.7.** Purchase price the vehicle sold for

**17.3.3.8.** Commission to be received by PCSD

**17.3.3.9.** Commission to be received by Contractor

**17.3.3.10.** Administrative fee collected by Contractor for Abandoned/Evidence vehicles

**17.3.3.11.** Buyer's premium collected by Contractor for RICO vehicles

**17.3.3.12.** Deductions for authorized auction expenses

**END OF EXHIBIT A.**

**EXHIBIT B: FEE SCHEDULE**

Offerors must include a response in all yellow highlighted cells. A zero unit price or percentage will mean there is no charge for the item/service. For items 16-18 specify the Contractor and the County portion of the per day safe storage fee. The total charge to the responsible party will be the sum of each portion. For item 18 the sum cannot exceed \$25.00 per day in accordance with Arizona Revised Statutes (A.R.S). For items 27-28 specify the Contractor and County percentage of vehicle sale proceeds (sum of Contractor and County percentages must total 100%). Points for proposal will be calculated based on the amount of the County Total Estimated Payments to Contractor Annually (cell G45) and County Total Estimated Annual Revenue Amount (cell G50).

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE (UOM)	ESTIMATED ANNUAL QUANTITY	CONTRACTOR UNIT PRICE	COUNTY REVENUE AMOUNT	EXTENDED AMOUNT
<b>SECTION 1: TOW TRUCK CATERGORIES AND SERVICE TYPES</b>						
<b>LIGHT DUTY TOW</b>						
1	Basic Call-Light Duty	EACH	2,500	\$ 63.00	N/A	\$ 157,500.00
2	Loaded Mileage-Light Duty	MILE	25,000	\$ 3.50	N/A	\$ 87,500.00
3	Loaded Mileage 4WD-Light Duty	MILE	50	\$ 3.50	N/A	\$ 175.00
4	Basic Call-Medium Duty	EACH	15	\$ 75.00	N/A	\$ 1,125.00
5	Loaded Mileage-Medium Duty	MILE	310	\$ 4.00	N/A	\$ 1,240.00
6	Loaded Mileage 4WD-Medium Duty	MILE	50	\$ 4.50	N/A	\$ 225.00
<b>HEAVY DUTY TOW</b>						
7	Basic Call-Heavy Duty	EACH	10	\$ 207.00	N/A	\$ 2,070.00
8	Loaded Mileage-Heavy Duty	MILE	250	\$ 7.00	N/A	\$ 1,750.00
9	Loaded Mileage 4WD-Heavy Duty	MILE	50	\$ 7.50	N/A	\$ 375.00
<b>SECTION 2: ANCILLARY TOW SERVICES</b>						
10	Miscellaneous Tow Fee	EACH	5	\$ 114.00	N/A	\$ 570.00
11	Off Road Recovery Tow Fee	EACH	30	\$ 128.00	N/A	\$ 3,840.00
12	Standby/Recovery Time Fee-15 Minute Increments	EACH	100	\$ 39.00	N/A	\$ 3,900.00
13	Trip Fee for Out-of Area Tow-Light Duty	EACH	3	\$ 83.00	N/A	\$ 249.00
14	Trip Fee for Out-of Area Tow-Medium Duty	EACH	1	\$ 0.00	N/A	\$ 0.00
15	Trip Fee for Out-of-Area Tow-Heavy Duty	EACH	1	\$ 0.00	N/A	\$ 0.00
<b>SECTION 3: SAFE STORAGE AND GATE FEES</b>						
<b>MANDATORY IMMOBILIZATION (MI) AND PERSONALLY OWNED VEHICLES (POV)</b>						
16	Daily Safe Storage Fee-Light	DAY	4,800	\$ 25.00	\$ 10.00	\$ 120,000.00
17	Daily Safe Storage Fee-Oversized	DAY	10	\$ 42.00	\$ 10.00	\$ 420.00
18	Daily Safe Storage Fee-A.R.S 28-3511 (Contractor and County Portions Combined Cannot Exceed \$25.00)	DAY	6,500	\$ 14.00	\$ 11.00	\$ 91,000.00
19	Storage Lot Gate Access Fee (After Hours Only)	EACH	10	\$ 45.00	N/A	\$ 450.00

SECTION 4: PROPERTY EVIDENCE FACILITY AND RICO						
PIMA COUNTY PROPERTY AND EVIDENCE FACILITY						
20	Civil Move	EACH	10	\$ 60.00	N/A	\$ 600.00
21	Evidence Repositioning	EACH	100	\$ 30.00	N/A	\$ 3,000.00
22	Evidence Restructuring (Bi-Annual)	EACH	2	\$ 500.00	N/A	\$ 1,000.00
RICO/EVIDENCE AUCTION VEHICLES						
23	Vehicle Tow from PCSD Lot to Contractor's Lot for Auction Services	EACH	100	\$ 30.00	N/A	\$ 3,000.00
AUCTION FEES						
24	Abandoned Title/Transfer Fee	EACH	500	\$ 10.00	N/A	\$ 5,000.00
25	Buyer's Premium (Charged to Buyer/Bidder for RICO Vehicles Only)	EACH	61	10%	N/A	\$ 10,217.50
26	Administrative Fee (Charged for all Auctioned Vehicles excluding RICO)	EACH	433	\$ 95.00	N/A	\$ 41,135.00
AUCTION PROCEEDS SPLIT						
27	Unclaimed Vehicles Sale Commission Split (Percentages to be Provided for Contractor and County Portion)	EACH	433	0%	100%	\$ 0.00
28	RICO Vehicle Sale Commission (Percentages to be Provided for Contractor and County Portion)	EACH	61	0%	100%	\$ 0.00
SECTION 5: COUNTY TOTAL PAYMENTS AND REVENUES						
County Total Estimated Payments to Contractor Annually (sum of items 1-23)						\$ 479,989.00
County Estimated Paid Expenses Annually Total (sum of items 20-23)						\$ 7,600.00
County Estimated Daily Storage Revenues (sum of County % times annual quantity for items 16-18)						\$ 119,600.00
County Estimated Unclaimed Vehicle Auction Revenue Annually (item 27 assumes an estimated annual total sales amount of \$315,500.00)						\$ 315,500.00
County Estimated RICO Vehicle Auction Revenue Annually (item 28 assumes an estimated annual total sales amount of \$102,175.00)						\$ 102,175.00
County Total Estimated Annual Revenue Amount (sum of Daily Storage Revenues and Auction Revenues)						\$ 537,275.00
SECTION 6: ANCILLARY SERVICES CITIZEN CHARGES						
Contractor agrees to adhere to basic charges for citizens for services provided at Contractor's lot and fees associated with customer referrals from PCSD related incidents. Contractor may not charge for Accident Recovery, Accident Clean-Up, or related fees for customer referrals, unless Contractor can document that no police investigation or involvement was necessary. Incidents not listed above for any extreme or unusual type of towing service will be negotiated between Contractor and citizen. All citizen referral charges are the sole responsibility of the citizen.						
ITEM DESCRIPTION		UNIT OF MEASURE (UOM)		UNIT PRICE \$		
Flat Tire/Air Services		1		75		
Battery Charge		1		75		
Change Tire		1		75		
Light Duty Hook-Up		1		75		
Light Duty Mileage		1		1.5		

Medium Duty	Port to Port	150
Heavy Duty	Port to Port	175
Off Road	Port to Port	75
Movement of Vehicle from Contractor Lot to Curb	1	35
Accident Recovery Time	1	75
Accident Clean-Up Time	1	75
Oil Dry	1	23.5
Hazmat Disposal Fee	1	45

## EXHIBIT B.1: SERVICE DEFINITIONS (3 PAGES)

**GENERAL PAYMENT TERMS:** All tow fees charged to citizens of PCSD must comply with Exhibit B: Fee Schedule, established between Contractor and County. Any and all differences shall be paid by Contractor. In the event Contractor or the subcontractor refuses to pay any difference in fee schedule approved by County, County reserves the right to terminate services between the Contractor/subcontractor and County.

### SECTION 1: TOW TRUCK CATEGORIES AND SERVICE TYPES

#### 1.1 TOWING CATEGORIES FOR VEHICLES:

**LIGHT DUTY:** Cars and light truck through one (1) ton, small single/double axel trailers, ATV's, UTV's and Bikes/Motorcycles.

**MEDIUM DUTY:** Trucks through six (6) wheel dumps, large single/double axel trailers.

**HEAVY DUTY:** Semi-truck tractors and trailer, 10 wheel trucks, buses and motorhomes.

#### 1.2 THE BELOW SERVICE TYPE DEFINITIONS APPLY TO LIGHT, MEDIUM AND HEAVY DUTY TOWS:

**BASIC CALL FEE:** The amount charged for travel to scene and 30 minutes of standby/recovery. Includes clean-up services, all miscellaneous items, supplies and equipment necessary to accomplish the required recovery, towing, scene safety and clean-up of roadways at accident.

**CLEAN-UP SERVICES:** On scene, Contractor's operator is responsible for all "on scene" clean-up of debris such as broken glass, metal or other material present at the scene emanating from the disabled vehicle(s) of an accident unless an officer otherwise instructs Contractor's operator. Road debris of rocks, absorbent, etc. must not be placed into the vehicle.

**CANCELLATION:** When arriving at the dispatched location within specified response time and the scene has been cleared the driver must contact their dispatch and request further instructions. If services are no longer required, or no tow is required, no basic call fee may be charged, but mileage to the scene may be charged. All logs, trip tickets and invoices must show time of dispatch arrival, time of re-contact of PCSD dispatch and any other pertinent information.

**LOADED MILEAGE FEE:** The per mile amount charged for a tow measured from the scene to final destination. All mileage fee shall be limited to each tow truck utilized for the purpose of towing a vehicle. Contractor will use the most direct route (*shortest, nonstop, uninterrupted*) to the final destination considering current road and traffic conditions. Travel routes may allow for reasonable and safe driving conditions as well as unforeseen highway or road closures and detours. A google map of route taken from the scene to final destination will be provided (uploaded to towing operations software system) as supporting documentation to substantiate the number of miles invoiced. In the event one tow truck is utilized to remove multiple vehicles, mileage for transportation shall be calculated as a single trip for all vehicles removed. Mileage fees shall not be assessed for more than one vehicle removed by a single tow truck (see Multiple Vehicle Tows Definition).

**LOADED MILEAGE FEE 4-WHEEL DRIVE (4WD):** The per mile amount charged for a tow measured from the scene to final destination when the tow is made by a 4WD tow truck. This fee is not allowed when a 4WD truck is used to extricate a vehicle, but does not perform towing/transportation services.

### SECTION 2: ANCILLARY TOW SERVICES

**MISCELLANEOUS TOW:** Other large or unusual vehicles and items that may require flat bed or low boy towing vehicles and all necessary equipment for loading these vehicles/items. The towing, movement or transportation of wheeled, hand loadable or winched items. Applies to any miscellaneous items PCSD orders moved that are easily hooked up or loaded on a flat bed. Common requirements are scene lighting equipment, furniture, safes, salvage or recovery equipment and traffic/scene control supplies and equipment. Items that require equipment or machinery, like a forklift, to load item(s) on transport vehicle. This is assuming the forklift or other equipment will be required at point of origin and scene, or at scene and final destination. The established light, medium, heavy or 4WD mileage fees as described will apply for mileage charges for these types of tows based on type of truck actually utilized.

**OFF ROAD RECOVERY:** The towing equipment (typically a 4WD) must be capable of leaving the normal public roadway to recover a vehicle from a desert area, farm, field, ditch, river, lake, canal, etc.

- A. County will only pay when the vehicle is at an unusual location, such as off-road desert or mountainous areas or landscape or when flood recovery assistance is required.
- B. PCSD dispatch will attempt to obtain necessary information from the officer and provide as a part of dispatch information to Contractor so that Contractor's operator is able to send and use the correct tow equipment at the onset. The following fees apply to an off-road recovery:
  - i. Basic Call Fee
  - ii. Loaded Mileage 4WD (if applicable)
  - iii. Off Road Recovery Fee
  - iv. Standby Recovery Fee (if applicable)

**STANDBY TIME:**

**A.1.** In the field is compensable after the first continuous 30 minutes on the scene. Standby time will be paid after one half (1/2) hours of continuous time at the designated locations.

**A.2.** At the evidence yard, County will pay standby time after 15 minutes of continuous standby time actually waiting at the PCSD evidence yard entry gate.

**B.** The field standby time charge applies to each successive increment 15 minutes or a portion thereof from the time Contractor's operator arrives on the scene until the time Contractor's operator is allowed to hook-up to the vehicle to be towed.

**C.** The Contractor may assess a standby charge if the tow truck operator/driver has not been permitted by the Officer to hook-up to the vehicle to be towed within 30 minutes of the operator/driver's arrival at the site.

**D.** No standby time charge applies when the condition is a result of circumstances created by the Contractor such as, waiting for additional or different equipment, if PCSD provided sufficient information in the dispatch notification.

**E.** For standby time to apply:

- i. Contractor's operator will report to the officer upon arrival at the scene.
- ii. Contractor's operator will obtain direction from the officer; hook-up or clean-up and commence performing service as directed by the officer.
- iii. Contractor's operator will obtain permission from the officer to hook-up the vehicle.
- iv. Contractor's operator will show officer a valid Arizona Operator's License when either communicating name or signing name for completion of VRR-Acknowledgement of Removal.
- v. At the scene, as the VRR is being completed, and if standby time is required, Contractor's operator will ask the officer to write on the VRR "standby time amount" and initial.
- vi. At the evidence impound yard, the officer will record the arrival time and then provide Contractor's operator a copy of the VRR. Contractor's operator will make sure authorization for standby time, off road recovery as applicable is also noted and initialed.

**RECOVERY TIME:** Vehicle recovery is only compensable after 30 minutes of continuous recovery activity and is chargeable in 15 minute increments. Vehicle recovery time is defined as time spent righting a vehicle due to collision or other factors, so that it can be loaded onto a specified tow truck, such as vehicles that are located on medians, curbs, parking blocks, landscaped areas, etc.

**A.** Contractor's operator will obtain prior authorization from officer at the scene for recovery time.

**TRIP FEE, OUT-OF-AREA TOW:** Amount charged for each one-way tow from outside Areas 1 through 5 described in service response areas section. Applicable mileage (light, medium, heavy, etc.) can be allowed for a total to and from destination. This fee also applies to tow services involving the transfer of vehicles from Ajo, AZ.

**MULTIPLE VEHICLES TOWED:** More than one vehicle on a single tow truck. Contractor can charge for corresponding call type (light, medium, heavy, out-of-area, misc., off-road) per each vehicle loaded, but can only charge for mileage per each tow truck used. Example, 3 vehicles on 1 tow truck would have 3 light duty fees, but mileage only can be billed once. This applies to towing services where mileage fees are applicable and County is responsible for charges. If vehicles are

towed to the vendor's lot or is a citizen referral and the citizen will be the responsible party for towing fees, then vehicle mileage can be charged per vehicle based on the actual mileage and route defined in loaded mileage fee section.

### **SECTION 3: SAFE STORAGE AND GATE FEES**

**DAILY SAFE STORAGE FEE NON-IMPOUND ALL VEHICLE:** Fee charged to vehicle owner or anyone other than County for non 28-3511 vehicles. Fees received are split between Contractor and County as specified in Exhibit B: Fee Schedule.

**DAILY STORAGE FEE A.R.S. 28-3511:** Fee charged to vehicle owners or anyone other than County. Fee is applicable to any size vehicle. Fees received are split between Contractor and County as specified in Exhibit B: Fee Schedule.

**PAYMENT:** Contractor shall remit to PCSD \$xx.xx per day for all vehicles stored at Contractor storage facility for all privately owned vehicles (POV's). Contractor shall remit to PCSD \$xx.xx per day for all vehicles towed under A.R.S. 28-3511. Remittance amount are specified in Exhibit B.

**STORAGE LOT GATE ACCESS FEE:** Fee charged to vehicle owner for each after-hours access to vehicles in storage.

### **SECTION 4: PROPERTY EVIDENCE FACILITY AND RICO (applies to vehicles located in the Evidence/Impound lot)**

**CIVIL MOVES:** Civil Unit will coordinate with Evidence Unit to have vehicle(s) moved from impound yard to parking lot and possibly back into impound yard, for purposes of civil processes. Request for services for this move will come from Evidence Unit but Contractor will need to submit invoice to Civil Unit for payment.

**EVIDENCE REPOSITIONING OF VEHICLES:** Evidence Unit will coordinate with Contractor to have vehicle moved from impound yard to vehicle bay and/or vice versa, this type of service is typical for search warrants and investigations involving vehicles.

**EVIDENCE RESTRUCTURING OF YARD:** Up to twice per year, based on the needs of the Property and Evidence Unit, the Evidence Unit will request for the Contractor to provide the necessary equipment (2 tow trucks) and personnel (2 experience drivers) and a minimum of three (3) hour, not to exceed eight (8) hours of worktime, to rearrange/reposition up to 150 vehicles within the evidence yard. PCSD Evidence Unit Supervisor or Lead Evidence Technician will email a list of moves and dates and time to perform to Contractor. Contractor will respond with confirmation of receipt and date to perform services.

**RICO VEHICLES FOR AUCTION:** Evidence Unit will coordinate with RICO Unit to ensure all court paperwork, canine sweeps and vehicle cleanouts have been performed prior to arranging with the Contractor for pick-up. The Contractor will be provided with an email list that details information on vehicles to be picked up. A date and time will be scheduled and confirmed via email. The Contractor shall provide a minimum of two (2) tow trucks capable of towing at least two (2) vehicles at one time.

**END OF EXHIBIT B.1:**