

**REQUEST FOR PROPOSALS**

TOWING SERVICES  
PD 12-01

**ADDENDUM No. 1**

Date: February 1, 2012

From: Chief Lawrence R. Rodriguez, City Representative

Subject: Addendum No. 1 to Request for Proposals No. PD 12-01

Proposal Due Date and Time: February 16, 2012, 3:00 p.m. (local time, Phoenix, Arizona)

**SCOPE**

This Addendum forms a part of the Agreement and clarifies, corrects, or modifies the original Request for Proposals documents prepared by the City of Tolleson. Acknowledge receipt of this Addendum in the space provided on the attached form. This Acknowledgement and Addendum must accompany the submitted Proposal. Failure to do so may subject the Vendor to disqualification.

This Addendum No. 1 consists of changes to Exhibit B, Scope of Work, attached to Request for Proposals No. PD 12-01 released on January 10, 2012.

**ADDENDUM**

1. Exhibit B, Scope of Work, Page B-22, Payment Methods, is hereby amended as follows:

**PAYMENT METHODS**

Vehicle owners, or owners' agents, shall have available to them, at a minimum, AT LEAST THREE OF the following payment methods at all approved pick up location(s):

Cash (contracted vendor(s) must be able to make change)  
Check  
Credit Card (all major cards must be accepted)  
Debit Card

**CITY OF TOLLESON  
ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**REQUEST FOR PROPOSALS**

TOWING SERVICES  
PD 12-01

**ADDENDUM No. 1**

\_\_\_\_\_, affirms that ADDENDUM No. 1 has  
(Name of Vendor/Designee)  
been received and that the information contained in ADDENDUM No. 1 has been incorporated  
in formulating the Vendor's Offer.

\_\_\_\_\_, Date \_\_\_\_\_ 2012  
Signed

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**This Acknowledgement and Addendum must accompany the submitted Proposal.**

END OF ADDENDUM No. 1

**REQUEST FOR PROPOSALS  
FOR  
TOWING SERVICES**

City of Tolleson  
9555 West Van Buren Street  
Tolleson, Arizona 85353

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **PD 12-01**  
Solicitation Title: **Towing Services**  
Release Date: **January 10, 2012**  
Advertisement Dates: **January 10, 11, 12 and 13, 2012 – Arizona Republic**

**NON-MANDATORY**

Pre-Submittal Conference: **January 26, 2012**  
Final Date for Inquiries **February 2, 2012**  
Proposal Due Date and Time: **February 16, 2012**  
**3:00 p.m.** (local time, Phoenix, Arizona)  
Shortlist Announced for Oral **February 23, 2012**  
Interviews:  
Oral Interviews (if necessary): **February 27, 2012**  
Target City Council & Conditional **March 13, 2012**  
Award Date:  
Anticipated Agreement Start Date: **March 14, 2012**  
City Representative: Chief Lawrence R. Rodriguez  
lrodriguez@tollesonaz.org  
(623) 936-7186

\* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

\*\* The City of Tolleson reserves the right to amend the solicitation schedule as necessary.

Notice Given By: Chris Hagen, Tolleson City Clerk  
January 5, 2012

Published In: Arizona Republic  
January 10-13, 2012

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**I. RFP PROCESS; AWARD OF AGREEMENT**

1. Purpose; Scope of Work. The City of Tolleson (the “City”) is issuing this Request For Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Vendors”) interested in providing general towing services (the “Services”) on an as-needed basis as requested by the Tolleson Police Department (the “Department”) dispatch by or on request of the City for two categories of towing, City Tows and Private Tows, each as defined by the Scope of Work included with Section B of this RFP. The combination of City Tows and Private Tows is generally anticipated to be in the range of approximately 1760 vehicle tows each year.

No Vendor shall have a right and is not guaranteed to receive assignment of any specific vehicle tow or of any particular number of vehicle tows annually or in any other period of time under the contracts to be awarded as proposed in this RFP. The City and any person whose vehicle was to be towed shall have the right to cancel a towing request for any reason and without fee or charge of any kind so long as the Vendor has not yet hooked up the vehicle in final roadworthy condition for towing. The conditions of this proposal shall not apply when a tow, made by a towing company, is initiated, specified and requested by the driver or owner of the vehicle to be towed. The City or driver or owner of the vehicle to be towed shall have the right to decide which Vendor shall get the towing assignment in the event that more than one towing company responds to the location of the vehicle to be towed or other arrangements are made for transport of the vehicle.

To meet the anticipated vehicle towing needs for City Tows and Private Tows, the City intends to establish up to five, non-exclusive contracts for the Services with the vehicle tows to be requested of the Vendors generally in rotational order as may be convenient to the City at the time of the tow in the City’s sole discretion. However, the City reserves the right to award fewer or greater than five contracts at its sole discretion.

The Services may include, but are not limited to, towing and storage of vehicles involved in accidents, improperly parked vehicles, vehicles that obstruct or impede the flow of traffic or obstruct emergency lanes, walkways, and handicapped parking spaces, police impound, including, without limitation thereto, towing mandated by ARIZ. REV. STAT. § 28-3511 and seizure of evidence. The Services may include towing and storage of commercial trucks, vans or other heavy vehicles. The Vendor(s) shall tow, store, or impound (as necessary) any vehicle upon the request of the Department.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to

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make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

- A. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.
- B. Vendor has a past record of failing to fully perform or fulfill contractual obligations.
- C. Vendor cannot demonstrate financial stability.
- D. Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original and four (4) copies (five (5) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address understanding of the Services to be provided, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing an organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional Services-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4 Vendor Responsibilities. All Vendors shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. The Vendor assumes the risk of any delay in the mail or in handling of the mail by employees of the City, or any private courier, regardless whether sent by mail or by

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means of personal delivery. It shall not be sufficient to show that the Vendor mailed or commenced delivery before the Proposal Due Date and Time. All times are Phoenix, Arizona local times. The Vendor by submitting a Proposal agrees to accept the time stamp in the City Clerk's Office as the official time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence or any other error in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5 Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **(PD 12-01) Towing Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6 Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.2 in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services as described in this RFP and in the Scope of Work to the Service Agreement in Exhibit C. The Fee Proposal must separately show and specifically itemize each and every fee or charge for each City Tow and for each Private Tow. A Fee Proposal outline is attached to the Service Agreement as Exhibit D.

2.7 Address. All Proposals shall be directed to the following address: City Clerk, 9555 West Van Buren Street, Tolleson, Arizona 85353, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8 Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9 Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in

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responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to one of the City Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to one of the City Representatives via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered, and any such discussions shall not change or add to the terms of this RFP.** Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. Questions submitted after the Final Date for Inquiries will not be answered, regardless of the form of such questions.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. The City reserves the right to change such designation upon reasonable advance notice to all Vendors who have requested the RFP from the City Clerk. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.



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6. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days by the City for City Tows shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. The City shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. Vendor acknowledges that the City is a public agency and must comply with all public records laws. All Proposals shall become the property of the City and, subsequent to the award notification, shall become a matter of public record available for review in accordance with the City's Procurement Code.

9. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information and shall determine in writing whether the information shall be withheld. If the City Representative determines to disclose the information, the City Representative shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (i) be registered with or licensed or authorized by the Arizona Corporation Commission or Arizona Secretary of State, as required by Arizona law, to do business in Arizona and (ii) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide (a) licensure information with the Proposal, including without limitation, any license or permit required by the Arizona Department of Transportation or Arizona Department of Public Safety and (b) proof of compliance with all requirements under ARIZ. ADMIN. CODE Title 13, Chapter 3. Under ARIZ. REV. STAT. § 28-1108, the Vendor shall disclose in writing the owners of the towing firm and, if the owners own other towing firms that are also submitting Proposals for this RFP, the names of those towing firms. A Vendor operating under multiple names will not receive additional slots in the rotation system to be established under this RFP. The Vendor shall designate which of its firms will be the firm providing services to the City. Corporations, partnerships and limited liability companies shall provide a Certificate of Good Standing from the Arizona Corporation Commission, Arizona Secretary of State or other governmental registration agency.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

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11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

11.3 No Gratuity; No Contact. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

11.6 Service Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Service Agreement including the Scope of Work and other Exhibits.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives designated by the City Manager, or authorized designee, will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP, or at such later time and place to which the City may extend the Proposal Due Date and Time in its sole discretion. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall recommend to the City Council as many or as few agreements as it deems appropriate in its sole discretion to any responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with a successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

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12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

12.3 Multiple Award. The City, at its sole discretion, may elect to enter into Service Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of any Service Agreement will be negotiated by the City with each successful offeror.

12.4 Form of Agreement. Any selected Vendor will be required to execute the City's Service Agreement in a form acceptable to the City Attorney. A sample of the Service Agreement is included with this RFP. If the City is unsuccessful in negotiating a Service Agreement with any successful Vendor, then the City may, in its sole discretion, negotiate with any or all other Vendors submitting proposals in response to this RFP. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.5 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (A) waive any immaterial defect or informality, (B) reject any or all Proposals or portions thereof and (C) reissue an RFP.

12.6 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code. Any protest to the terms and requirements of this RFP shall be filed with the City Clerk **at or prior to 3:00 p.m., local Arizona time, not less than two (2) business days before the Proposal Due Date and Time** (the "RFP Protest Deadline"). The City may, in its sole discretion, change the RFP Protest Deadline upon reasonable notice provided in advance of the RFP Protest Deadline.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, a Service Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Service Agreement is included herein.

**II. PROPOSAL FORMAT; SCORING**

Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based

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upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may, in its sole discretion, conduct oral interviews with any Vendor submitting a responsive Proposal based upon the Proposal submittal scoring.

**Section 1: General Information**

**10 pts**

- A. One page cover letter as described in Section I, 2.3.
  
- B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, limited liability company, joint venture, sole proprietorship). If a joint venture or limited liability company, identify the members and managers of the joint venture or limited liability company and provide all of the information required under this section for each member and manager. If the Vendor is a wholly owned subsidiary of another company or business entity, identify the parent company or business entity and provide the information required under this section for the parent company or business entity. Provide the name, address and telephone number of the person to contact concerning the Proposal.
  
- C. As required by ARIZ. REV. STAT. § 28-1108, disclose in writing the owners of the towing firm submitting the Proposal and, if the owners own other towing firms that are also submitting Proposals for this RFP, the names of those towing firms. A Vendor operating under multiple names will not receive additional slots in the rotation system to be established under this RFP. The Vendor shall designate which of its firms will be the firm providing services to the City.
  
- D. Identify the location of the Vendor's principal office and the local work office, if different.
  
- E. Provide a general description of the Vendor that is proposing to provide the Services, including years in business. If the Vendor is structured as a limited liability company, specify whether management is vested in its member(s), manager(s) or both.
  
- F. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.
  
- G. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.
  
- H. Vendor Information Form (may be attached as separate appendix).

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**Section 2: Experience and Qualifications of the Vendor**

**20 pts**

A. Provide a detailed description of the Vendor's experience in providing similar services to municipalities or other entities of a similar size to the City; specifically relating experience with respect to providing towing services.

B. Provide a list of at least three (3) organizations of a similar size or similar operation to the City in which work has been performed. This list shall include, at a minimum, the following:

- (i) Name of company or organization.
- (ii) Contact name.
- (iii) Contact address, telephone number and e-mail address.
- (iv) Type of services provided.

The above information must be current, as this will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive.

C. Provide evidence of any and all licensure and registration information required under Section 10 of this RFP.

**Section 3: Key Positions**

**10 pts**

A. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Services Manager.

B. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

D. Attach a résumé for each key personnel member and/or subcontractor to be involved in the Services. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

**Section 4: Services Approach**

**30 pts**

A. Describe the Vendor's approach to performing the required Services in the Scope of Work described in the Service Agreement in Exhibit C, and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

B. Describe any alternate approaches if it is believed that such an approach would best suit the needs of the City. Include rationale for alternate approaches, and indicate how the

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Vendor will ensure that all efforts are coordinated with the City’s general representation. It shall be at the City’s sole discretion whether any such alternative best meets the needs or interests of the City.

**Section 5: Pricing**

**30 pts**

Vendor shall submit the same number of copies of the Fee Proposal as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor’s Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Fee Proposal must be provided in the format attached as Exhibit D of the Service Agreement. The Fee Proposal shall list the individual cost for each of the program expenses and shall be provided in a spreadsheet, including the hourly rate, name of the team member and staff classification. Identify all other costs to be billed to customers, including administrative fees and expenses (no mark-up on expenses will be allowed) and subcontractor fees.

**Total Possible Points for Proposal:**

**100**

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor or Vendors cannot be selected based solely on the Proposals submitted, Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor’s approach to the Services and to an appraisal of the people who would be directly involved in the Services for this RFP.

**Oral Interview**

10	General Information
35	Experience and Qualifications of the Vendor
10	Key Positions
<u>45</u>	Proposed Services Provided
<b>100</b>	<b>Total Possible Points for Oral Interview</b>

**Total Points Possible for this RFP:**

**200**

**SECTION A**

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IV. **VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

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\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY          STATE          ZIP

\_\_\_\_\_  
DATE

WEB SITE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

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**SECTION B**

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**SAMPLE SERVICE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND**

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THIS SERVICE AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2012, between the City of Tolleson, an Arizona municipal corporation (the "City") and \_\_\_\_\_, a(n) \_\_\_\_\_ (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, XX-XXXX "THE TITLE" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for general towing services.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for general towing services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the City, in its discretion and subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved under the provisions of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.



**SECTION B**

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2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit C and incorporated herein by reference.

3. Compensation. The City shall not be responsible for payment to the Contractor for Services provided to private individuals or entities for Private Tows. The City shall pay Contractor for City Tows only at the rates as set forth for City Tows in the Fee Proposal, attached hereto as Exhibit D and incorporated herein by reference.

4. Payments. The City shall pay the Contractor for City Tows monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor personnel must maintain during the term of the Agreement and all licenses and permits required under ARIZ. ADMIN. CODE Title 13, Chapter 3 and by any regulatory agency. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, including without limitation any and all licenses and permits required under ARIZ. ADMIN. CODE Title 13, Chapter 3 and by any regulatory agency. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

**SECTION B**

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9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee, attorney or agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, attorneys and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

**SECTION B**

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D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, attorneys and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward

**SECTION B**

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renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials, attorneys and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor’s insurance shall be primary insurance as respects performance of the Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials, attorneys and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy

**SECTION B**

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form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or materially changed without 30 days' prior written notice to the City.

12. Termination; Cancellation.

12.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date for City Tows.

12.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date for City Tows.

**SECTION B**

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12.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

12.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work

**SECTION B**

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as set forth in Section 2 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

13.2 Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future state and federal laws, including without limitation any rules or regulations promulgated by the Arizona Department of Transportation or Arizona Department of Public Safety, (C) existing and future Occupational Safety and Health Administration (“OSHA”) standards.

13.3 Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Tolleson, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts located in Maricopa County, Arizona.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

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

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

13.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

**SECTION B**

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13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.9 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

13.10 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

13.11 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.13 Liens. All materials or services provided for City Tows shall be free of all liens, and the Contractor hereby waives any such lien arising by operation of law or otherwise for City Tows, and, if the City requests, a formal release of all liens arising by operation of law or otherwise for City Tows shall be delivered to the City.





**SECTION B**

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If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.18 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

**SECTION B**

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13.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term “scrutinized business operations” shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of the Agreement, the Scope of Work, the Fee Proposal, the RFP and the Contractor’s Proposal, the documents shall govern in the order listed herein.

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is a non-exclusive contract and is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

**SECTION B**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF TOLLESON, an Arizona  
municipal corporation

\_\_\_\_\_  
Adolfo F. Gámez, Mayor

ATTEST:

\_\_\_\_\_  
Chris Hagen, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott W. Ruby, City Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA     )  
                                          ) ss.  
COUNTY OF MARICOPA )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
by Adolfo F. Gámez, the Mayor of the CITY OF TOLLESON, an Arizona municipal  
corporation, on behalf of the City of Tolleson.

\_\_\_\_\_  
Notary Public in and for the State of Arizona

(affix notary seal here)



EXHIBIT A  
TO  
SERVICE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[RFP]

See following pages.

EXHIBIT B  
TO  
SERVICE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[Contractor's Proposal]

See following pages.

EXHIBIT C  
TO  
SERVICE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

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[Scope of Work]

See following pages.



## **SCOPE OF WORK**

### INTENT

It is the intent of the City to establish a towing, storage and service contract for two (2) categories of towing – Private Tows and City Tows. The categories are established based on who is liable for payment to the Contractor, as described below in this Scope of Work. All specific types of towing described below shall be initiated upon the request of the Tolleson Police Department (the “Police Department”). The categories are further described as follows:

1. Private Tows.
  - a. Towing and storage of wrecked vehicles involved in motor vehicle accidents, including accident scene clean-up as described in this Scope of Work.
  - b. Towing and storage of improperly parked vehicles, abandoned vehicles, vehicles that obstruct or impede the flow of traffic or obstruct emergency lanes, walkways, handicapped parking spaces or otherwise constitute a traffic hazard.
  - c. Towing and storage of commercial trucks, vans or other heavy vehicles.
  - d. Towing and storage of vehicles when towing is mandated by ARIZ. REV. STAT. § 28-3511 or other applicable law.
  - e. Towing and storage of any vehicle for such other purpose as the Police Department may determine in its sole discretion.
  
2. City Tows.
  - a. Towing and storage of vehicles for evidentiary or investigative purposes, as determined by the Police Department and requested or required in writing by the Police Department.
  - b. Towing and storage of city-owned vehicles. City-owned vehicles must be towed to a location of the City’s or Police Department’s choosing

The City makes no assurance or guarantee to the Contractor that the Contractor’s Services will be utilized. The only assurance the City makes is that if the person(s) involved in the accident(s) does not request a specific towing service, then the Police Department will request towing by the Contractor in accordance with the RFP and this Agreement.

For all vehicles towed under this Agreement an itemized fee schedule shall be presented to the vehicle operator prior to removal by the Contractor if the vehicle operator is available. This menu of charges, described below, must meet the City specifications. A copy must be included in Contractor’s Proposal.

### TOWING SERVICES

The contracted vendor(s) will be responsible for removal of wrecked vehicles from accident scenes, vehicles which constitute a traffic hazard, vehicles that may be evidence of a crime, vehicles as a result of an arrest situation, vehicles for safe keeping due to human injury resulting in the operator not being able to make a

selected choice, and any other vehicle in accordance with any ordinance of the City or laws of the State of Arizona (i.e., abandoned vehicles).

#### NO GUARANTEE

The City does not guarantee a minimum number of tows, however, it is estimated that the average number of calls will be 1760 per year. Contractor should be aware that the Services will be requested on an "as needed" basis. The only assurance the City makes is that if the person involved in an accident does not request a specific towing service, the contracted towing service will be called by the Tolleson Police Department (the "Police Department") and that in the case of City owned vehicles, the contracted towing service will be called.

#### THIRD PARTY TOWING MAY BE REQUESTED BY OWNER

The conditions of this proposal shall not apply when a tow, made by a towing company, is initiated, specified or requested by the owner or authorized agent of the owner of the vehicle.

### **GENERAL**

#### OFFICER AUTHORITY

Investigating Police Department officers in the field, or their supervisors, shall make all decisions in relation to towing of vehicles in accordance with the contract. If the contractor wishes to protest a field decision, they may contact the Chief of Police, or authorized designee, during normal business hours, Monday through Friday.

The Police Department may use wreckers not owned or maintained by contractor to clear the scene of any accident if, at the discretion of the investigating Police Department officer, it is necessary to do so to avoid endangering life or to avoid injury to any person or persons, and where conditions preclude waiting for contractor's services. However, this does not authorize any other towing service to tow any vehicle from the scene of the accident without the express request of the driver, vehicle owner, vehicle owner's authorized agent or the officer in charge.

#### CANCELLATION OF TOW SERVICE

After receiving a request for towing service, such request may be canceled at any time by the Police Department, the owner, or authorized agent of the owner of the vehicle requested to be towed. Such request may be made for any reason and without fee or charge of any kind so long as the Contractor has not yet hooked up the vehicle and secured the vehicle in final roadworthy condition for towing. If such request for cancellation is made **subsequent to** the Contractor's equipment being physically attached to the vehicle and the vehicle being secured in final roadworthy condition for towing, then the contractor shall be allowed to charge for an attachment (hook-up) service even if, for any reason, said vehicle is not actually towed.

#### SUB CONTRACTORS

Subcontracting may be allowed only as approved by the City in its sole discretion. Contractor shall clearly and specifically indicate which portion of the Services shall be subcontracted as required by the RFP and this Agreement.

## **RESPONSIBILITIES OF THE CONTRACTOR**

### LICENSING

The Contractor shall maintain all current federal, State and City licenses necessary for the operation of said business. The Contractor shall provide licensure information with the Contractor's Proposal, including without limitation, any license or permit required by the Arizona Department of Transportation or Arizona Department of Public Safety

### COMPLIANCE

Contractor shall at all times have the necessary permits to operate their business and fully comply with the provisions of all laws of the City and State. Contractor equipment and drivers shall meet the requirements of the Arizona Revised Statutes and the State of Arizona Department of Public Safety Tow Truck Rules and Regulations (ARIZ. ADMIN. CODE Title 13, Chapter 3).

### EQUIPMENT

Contractor shall have a sufficient number and adequately equipped tow trucks, wreckers or other towing equipment to meet the demands of this RFP. The contractor shall have the necessary equipment, personnel and vehicle storage locations available at the time of submittal of Contractor's Proposal or must provide the City with sufficient documentation indicating that all requirements of this RFP will be in place on effective date of this Agreement. The Contractor shall maintain such equipment, personnel and vehicle storage locations throughout the term of this Agreement.

Tow trucks shall be equipped at all times with a complement of dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles. They will also be equipped with brooms, shovels, oil absorbent materials, and other necessary equipment to clean up accident scenes.

Contractor tow trucks shall have a communications system to provide immediate dispatch seven days per week, twenty-four hours per day including weekends and holidays.

### IDENTIFICATION

Contractor shall be required to have its name and twenty-four hour phone number posted at its place of business which shall be visible to the public from the street adjacent to, or nearest to, place of business. All tow trucks shall have contractor's name clearly indicated on their sides in minimum of three-inch (3") block letters. All tow trucks shall display the Department of Public Safety inspection seal and permit decal. Successful contractor(s) shall be furnished with decals which describe successful contractor as the authorized towing service for the Police Department. Said decals shall be issued for each tow truck which is operated by the contractor(s). Only tow trucks with the proper decal affixed to the tow truck at the location designated by the Chief of Police shall be permitted to tow vehicles from the scene, unless another towing service is requested by the owner of towed vehicle.

## MENU OF CHARGES

Contractor drivers shall carry cards with complete contract information on the towing company. At a minimum this shall include:

- Company name
- Address
- Phone number – available 24 hours per day
- Contact name
- Hours of operation

The card shall include a menu of charges specifying (1) towing rates for both City Tows and Private Tows and (2) all other charges that may be assessed by the towing company. The Police Department will give this card to the owner or authorized agent of the owner of the towed vehicle.

At the time of tow, Contractor must indicate to vehicle owner, or owner's agent (if available) where vehicle will be stored.

## SITE CLEAN-UP

It is the responsibility of the Contractor to make every reasonable effort to clean accident scenes of all debris and return the area to the condition prior to accident regardless of time required.

Rates, fees and prices noted shall include complete clean-up of debris and hazardous spills resulting from oils, gas, grease, batteries and anti-freeze.

## STANDBY TIME

There shall be no charge for standby time.

## FACILITIES

Except as otherwise described in this Scope of Work, Contractor's storage lot must be approved by the City and located within a *seven mile radius* of the intersection of 91<sup>st</sup> Avenue and Van Buren Street in the City. Storage facilities must meet all applicable State laws and laws of the jurisdiction in which the storage lot is located. Proposed storage lots must have sufficient capacity to handle the "inventory" generated by the City. Each storage location shall be on record with the Police Department. Except as otherwise described in this Scope of Work, vehicles shall not be stored at any location other than the City approved, on record, storage lot located within the geographic region specified in this section.

Contractor shall maintain a clean and orderly storage facility providing sufficient space for all vehicles towed by the Contractor. The storage facility shall be reasonably secured by measures capable of protecting stored vehicles and their contents from theft or vandalism. Gates and buildings shall be securely locked when not in use. The storage facility shall be sufficiently lighted to ensure safe storage of vehicles. A sign shall be posted in a conspicuous place identifying the firm with a 24 hour telephone number.

Any additional security features above the minimum required by the City shall be described by the Contractor in Contractor's Proposal.

The Contractor's storage lot shall provide an area for customer parking and an inside waiting area for customers.

## PAYMENT METHODS

Vehicle owners, or owners' agents, shall have available to them, at a minimum, the following payment methods at all approved pick up location(s):

- Cash (contracted vendor(s) must be able to make change)
- Check
- Credit Card (all major cards must be accepted)
- Debit Card

## STORAGE; REMOVAL OF PERSONAL PROPERTY

Except as otherwise described in this Scope of Work, Contractor shall not store towed vehicles at any location other than a City approved storage facility and located within the geographic region described in this Scope of Work. Vehicles not removed from storage lot within ten (10) business days by the owner, or an authorized agent, may be stored at a designated alternate lot, provided it meets all requirements stated under the facilities section of these specifications and is within a **12 mile radius** of the intersection of 91<sup>st</sup> Avenue and Van Buren Street in the City. If Contractor transfers a vehicle from a storage lot located within the specified geographic region to an alternative storage facility approved by the City under the RFP or this Agreement, **there shall be no charge to the owner**. The move shall be viewed only as a space saving procedure on the part of the contractor. Contractor shall be solely responsible for the safekeeping of vehicles towed and for items left in the vehicles. Contractor shall exercise reasonable care to ensure contents are safely secured.

Vehicles shall be taken directly to Contractor's storage facilities unless the contractor is advised differently by the Police Department, vehicle owner or vehicle owner's agent.

A person whose vehicle has been impounded for reasons other than evidentiary purposes shall have the right to remove from within an impounded vehicle any personal property, perishables, or valuables not affixed to the impounded vehicle prior to the release or payment of impound fees for such vehicle stored in the Contractor's lot. All fees shall be assessed against the owner and not the owner's personal property. Contractor shall make the vehicle's contents available to the registered owner or an authorized representative. Storage charges may be billed as a full day for any part of a twenty-four (24) hour day that a vehicle is held in storage.

## PICK UP OF VEHICLES

The owner, or owner's agent, shall be able to recover their vehicle from the City-approved storage lot located within the geographic region specified in this Scope of Work for a period of at least ten (10) business days after tow.

No additional tow fee may be charged by the Contractor where it is necessary for the Contractor to deliver a vehicle/unit from the storage area to the public roadway access adjacent to Contractor's property.

The vehicle owner, or owner's agent, shall be able to make payment at the lot where vehicle is stored. The owner will not be required to visit multiple locations in order to retrieve a vehicle or make a payment.

## RELEASE OF VEHICLES

Prior to release of a vehicle by the Contractor, the owner, or the owner's agent, shall pay towing and storage costs incurred for towing or storing the vehicle per the Fee Proposal established as part of this Agreement. The rates, fees and prices charged must match the Fee Proposal and the menu of charges described in this Scope of Work.

Contractor shall not release any vehicle towed for evidentiary purposes without authorization from the Police Department. A tow request relating to a criminal or traffic violation may be categorized as a Private Tow or City Tow by the Police Department in its sole discretion at the time the vehicle is towed. A written release is required for any vehicle that has been seized and towed as evidence.

Permission to release will not be required for any Private Tow, however, the Contractor shall be solely responsible for determining that the vehicle is released to the owner or authorized agent. Contractor shall report to the Police Department any vehicle which has been stored for more than ten (10) days.

### ABANDONED VEHICLES

Abandoned vehicles shall become the responsibility of the Contractor. The City shall not be charged for abandoned vehicle tows, and, unless claimed, the towing companies may apply for title as provided by applicable abandoned vehicle regulations, but in no event until after **ten (10) business** days from the tow to the Contractor's yard.

### PERSONNEL

Contractor shall have available sufficient and qualified personnel for the dispatching, customer service, and operation of the required tow trucks as specified. Each driver shall have a current driver's license appropriate for the class of vehicle being operated issued by the State of Arizona. All drivers shall operate the tow trucks in a safe and prudent manner, and shall refrain from using profane or vulgar language, gestures, or being under the influence of alcohol or drugs while performing work under this agreement.

### BONDING

A performance bond, payable to the City, in the amount of \$20,000 shall be submitted by the contractor upon award of this Agreement by the City Council release of which is conditional upon the faithful performance of the Contractor's duties as set forth in this Agreement.

Performance Bond shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the City Procurement Office within the time specified or within ten (10) days after notice of award if no period is specified. If the contractor fails to execute the security document as required, the contractor may be found in default and this Agreement terminated by the City. In case of default, the city reserves all rights.

### SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously. Safety provisions shall conform to all applicable federal (including OSHA), state, county, local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

Additionally, all tow truck operators and other Contractor personnel responding to any request for towing services shall wear a reflective vest while working in roadways located within the City.

## RECORDS

The contractor shall maintain a record of each vehicle towed for the City showing the following:

- Location where the vehicle was picked-up
- Location where the vehicle was taken
- Date and time of the pick-up
- Date and time of release
- Make, model and year of the vehicle
- License plate number and state of issue
- Vehicle identification number
- Name of individual to whom the vehicle was released
- Name of individual that signed for the vehicle's release

## USE OF REPAIR SHOP FOR VEHICLES TOWED

Tow truck drivers, owners, and operators shall not solicit or suggest a repair facility to the owner or driver of a damaged vehicle.

Contractor shall not solicit business for any particular vehicle repair shop(s) during the towing process and shall not receive remuneration in any form from the vehicle repair shops that may have received vehicles for repair resulting from a tow by the contractor under the City Agreement.

## AVAILABILITY

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

Contractor shall staff their storage facility during normal business hours for the purpose of vehicle release or appraisal. "Normal business hours" are defined as 8:00 a.m. to 5:00 p.m., except Saturdays, Sundays, and the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Recognition (March 31<sup>st</sup>), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day after, and Christmas Day. No additional charges are to be assessed for services provided during "Normal Business Hours".

At all other times, the contractor's services must be available through a central communications service to release vehicles and property. Release time response shall not be more than one (1) hour during non-business hours. The "after hours" telephone number must be prominently posted at the storage location for after-hours release of vehicles or personal items left in vehicles.

## RESPONSE

Response times will apply to both Private and City tows.

Upon receiving a request for towing service, Contractor shall be responsible for dispatching its own trucks. Response time, (from time of receiving request from Police Department), ***shall not be more than twenty (20) minutes*** for arrival at the site designated in said request.

Response time shall not be more than forty (40) minutes for arrival at the site for heavy tow vehicle or tractor-trailer unit.

If Contractor is unable to respond to any call within the required response time, Contractor shall immediately advise of an ETA (Estimated Time of Arrival). The City will determine if the delay is acceptable or if the next contractor on the rotation list will be utilized.

### LIQUIDATED DAMAGES

Contractor acknowledges that in the event Contractor fails to respond within the response times required by this Scope of Work, the City shall be damaged. If Contractor fails to meet the response time requirements, such failure shall entitle the City to certain remedies under this Agreement. In connection with such failure, in addition to any other rights or remedies available to the City under this Agreement or at law or equity, Contractor shall pay the City, as liquidated damages and not as a penalty, \$25.00 per 15 minute increment beyond the required response time. Contractor and the City agree that the City's damages in the event of Contractor's failure to adhere to required response times, are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Response times which exceed contract's required response time will be offset against or deducted from payments due Contractor for City Tows. If liquidated damages against Contractor exceed payment due for City Tows, an invoice will be generated by the City and must be paid by Contractor within 30 days. In the case of Contractor's failure to respond within the response time requirements for Private Tows, the City separately may invoice the Contractor for such liquidated damages and such invoice must be paid by Contractor within 30 days.

### VENDOR ROTATION and REMEDIES

The City will maintain a rotation list of approved contractors.

Firms operating under multiple names will not receive additional slots in the rotation system. The company shall designate which of their firms will be the firm providing services to the City.

The City intends to rotate through this list on a per incident basis (multiple firms will not respond to the same call).

The City intends to uphold the rotation schedule, but the City reserves the right to seek Services from any contractor on the rotation list as the City's needs dictate and as so determined by the City in its sole discretion.

Any firm with a "late arrival" record which exceeds 10% in a quarter may be dropped from the rotation schedule for 30 days.

Vendors with repeated violations of City towing regulations or stipulations contained within this Request for Proposal are subject to longer suspensions or further actions up to and including termination of contract.

### BILLING AND PAYMENTS

Charges for Services relating to Private Tows as provided under this Agreement will be paid directly to the Contractor by the individual(s) receiving the Services. ***The City will not be responsible for non-payment of bills tendered to individual(s), owners or owners' agents for Private Tows.***

Charges for the towing of impounded vehicles for evidence purposes will be paid to the contractor by the City. Contractor shall submit invoices to the Chief of Police, or authorized designee. If a tow truck operator is required in writing by the Police Department to tow or store a vehicle which is needed as evidence in any



criminal action or for future criminal investigation by the Police Department, the City is liable for the towing and storage costs of the vehicle, subject to the terms of this Agreement.

Tow truck driver must **LEGIBLY PRINT** their **First and last** name on ticket.

Legible contact information for inquiries regarding an invoice must be provided on all invoices

Charges for City Tows will be paid by the City, subject to the terms of this Agreement. Contractor shall submit invoices to the Chief of Police or authorized designee.

EXHIBIT D  
TO  
SERVICE AGREEMENT  
BETWEEN  
THE CITY OF TOLLESON  
AND

---

[Fee Proposal]

See following page(s).

## FEE PROPOSAL

Currently, there are approximately 1760 police-ordered tows per year. The quantities listed herein are estimates and are not to be construed as a commitment. No minimum or maximum number of tows/service calls is guaranteed or implied. Any and all fees that would be charged to customer must be specifically identified on the proposed fee schedule. ***The pricing information must separately show and specifically itemize each and every fee or charge for each City Tow and for each Private Tow.*** A sample is provided below, but information is not required to be submitted in the provided format. However, the information required by the RFP must be included in any Fee Proposal. Failure to provide the information required by the RFP may result in the City's determination that a Proposal is non-responsive and thus disqualified from further consideration.

<u>Towing*</u>	<u>City Tows</u>	<u>Private Tows</u>
Passenger cars, wagons, compact and mid-size SUV's	\$	
P/U Trucks, SUVs and Vans	\$	
Commercial Trucks and Vans	\$	
Rigs, Buses and Motorhomes	\$	
Motorcycles	\$	
City Vehicles	\$	
*All prices must cover cost of labor and supplies used for clean-up		
<u>Storage/Impound (per day)</u>		
Passenger Vehicles (all) - Outside	\$	
Passenger Vehicles (all) – Inside	\$	
Motorcycle		
Commercial Trucks or Motorhome - Outside		
Commercial Trucks or Motorhome - Inside		
Long Term Storage (per week)	\$	
<u>Other Services*</u>		
After-Hours Release	\$	
On-Site Release	\$	
Rollover/Winching	\$	
Dolly/Go-jacks	\$	
Driveshaft/Linkage	\$	
Service Call – Minimum	\$	
Labor	\$	

\*List any and all other charges or fees not listed or included above.