



## **PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)**

**Solicitation Number:** 234519 **Title:** Vehicle Towing & Auction Services

**DUE IN AND OPENS:** OCTOBER 24, 2016 AT OR BEFORE 11:00 A.M. LOCAL ARIZONA TIME (MST)

**Submit Bid to:**

Pima County Procurement Department  
130 West Congress, 3rd Floor, Receptionist  
Tucson, Arizona 85701

**Pre-Bid Conference:**

October 13, 2016 AT 3:00 P.M. LOCAL ARIZONA TIME (MST)  
Pima County Procurement Department  
130 West Congress, 3rd Floor  
Tucson, Arizona 85701

**SOLICITATION:** Pima County is soliciting bids from Respondents qualified, responsible and willing to provide the following Goods and/or Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** To provide the Pima County Sheriff department with vehicle towing, immobilization, storage and auctioning services in compliance with A.R.S § 28-3511 as per specifications and requirements defined herein.

You may download a full copy of this solicitation at [www.pima.gov/procure/ifbrfp.htm](http://www.pima.gov/procure/ifbrfp.htm) by selecting the solicitation number. Respondents are required to check this website for addenda prior to the Due In and Opens date to assure that the bid incorporates all addenda. Prospective Respondents may also pick up a copy, Monday through Friday excluding legal holidays, 8 am to 5 pm LOCAL ARIZONA TIME (MST), at the address listed above.

A Pre-Bid Conference will be held for the purpose of clarifying requirements and answering prospective respondent questions. It is the responsibility of Prospective Respondents to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional and encouraged.

Bids shall be submitted as defined in the Instructions to Bidders, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for rejection as *non-responsive*.

Bidders must complete and return those documents identified in the Instruction to Bidders Submission of Bids instruction.

Bids may not be withdrawn for 60 days after opening except as allowed by Pima County Procurement Code.

The following licenses are required: N/A Bonds are not required.

RESPONDENTS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY CAN AND ARE WILLING TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.

Questions and Deviation requests shall be submitted in writing to Procurement Department, Attention: Jennifer Moore All submittals shall reference the Solicitation Number and Title; Questions or Deviation Requests submitted within 8 days of the solicitation *Due in and Opens Date* may not be answered.

Fax: (520) 791-6509 email: Jennifer.Moore@pima.gov

USPO Mail to the following address:

Pima County Procurement Department, 130 W. Congress, 3rd Floor, Mailstop # DT-AB3-126; Tucson, AZ 85701

**VERBAL REQUESTS FOR CLARIFICATIONS OR INTERPRETATIONS WILL NOT BE ACCEPTED.**

Jennifer Moore  
Commodity/Contracts Officer

**Publish:** The Territorial: October 4,5,6 & 7, 2016

FAILURE TO COMPLY MAY CAUSE THE BID TO BE IMPROPERLY EVALUATED OR DEEMED NON-RESPONSIVE

### **1. PREPARATION OF RESPONSES**

All bids shall be made using the forms provided in this package. All prices and notations must be printed in ink or typewritten. **No erasures are permitted.** Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and shall be initialed in ink by person signing the bid. Typewritten responses are **preferred**.

All bids shall as appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid. Surety, if required by this solicitation, may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

### **2. OFFER AGREEMENT (Contract) Form Vehicle Towing & Auctioning Services (25 Pages)**

The attached or referenced Offer Agreement when completed, signed and submitted by the Offeror is a binding offer that results in a legal contract when accepted and executed by Pima County as defined by this solicitation. The Offer Agreement document must be completed and signed by an authorized representative certifying that the firm can and is willing to meet all requirements of the solicitation.

#### **Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the respondent's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract the Offeror shall submit with the Offer Agreement all documents specified in article 3. *Contractor Minimum Qualifications* of the Offer Agreement. If requested by article 3, the Offeror shall denote in article 3 of the Offer Agreement the license numbers/descriptions and other information requested.

#### **Unit Prices & Bid Certification:**

Respondents shall fully complete and sign article 7. *Compensation & Payment* and article 15. *Bid/Offer Certification* sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, a Unit Price shall be given for all items defined by the Offer Agreement Unit Prices schedule. Requested information and data shall be provided in the precise manner requested. Product descriptions shall provide sufficient information to precisely document the product being offered. All unit prices shall remain firm for the initial term of the executed agreement, with the exception that should seller during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at price more favorable than those given to Pima County ("COUNTY"), that seller shall offer same pricing to County effective on the date offered to other buyer. Unit prices given by respondent shall include all costs required to implement and actively conduct and document cost control and reduction activities. Taxes applied to the unit price and legally applicable to Pima County purchase transactions shall be separately invoiced and not included in the item unit price. Unit Prices shall include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article shall be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"), no additional payments will be invoiced or paid. Unit prices shall prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days shall mean "calendar" days.

COUNTY reserves the right to question, clarify and correct obvious errors.

### **3. SPECIFICATIONS & DEVIATIONS**

The specifications included in this solicitation are intended to identify the kind and quality of goods and/or services to be provided without being unnecessarily restrictive, and as required to provide the information needed for the development of consistent and comprehensive bids, evaluation of bids and to efficiently support the subsequent ordering, invoicing and payment processes.

Items included in the bid shall satisfy all specifications and requirements set forth by the County's Offer Agreement. Equipment brand names, models and numbers, when given are intended to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless otherwise specified by the County's Offer Agreement. Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the respondent's sole risk.

Deviation requests shall specifically document and clearly illustrate the deviation to the specification, or the requirement, set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Deviation requests shall be submitted prior to the initial solicitation due date. Requests shall be submitted as soon as is possible and not less than 8 days prior to the solicitation due date else they may not be answered or addressed

Acceptance or rejection of any deviation request shall be at the sole discretion of the County and will be made in writing by the County via specific addendum of the solicitation and Offer Agreement as applicable. Respondents shall complete article 13. *Acknowledgement of Solicitation Addenda* of the Offer Agreement prior to submission.

Bidders are advised that conditional offers or notations on the documents submitted that do not conform to or that request exceptions to the published solicitation and addenda may be considered non-responsive and not evaluated.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified.

Manufacturer and Contractor documentation, including and not limited to the following shall be provided by the successful respondent not later than 14 days after request by the County and at no additional cost; warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and material safety data sheets (MSDS).

#### **4. SUBMISSION OF BIDS**

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issue of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and utilize without modification the forms provided by the solicitation. Respondents are to complete, execute and submit one (1) original and one (1) copy of the following bid documents:

#### **SIGNED OFFER AGREEMENT with the following sections completed:**

##### **Article 3. Contractor Minimum Qualifications**

##### **Article 7. Compensation & Payment, including Optional Early Payment Discount Term,**

**Exhibit B: Service Definitions and Fee Schedule - Complete the Fee Schedule excel spreadsheet and submit** One (1) electronic copy in MS Office excel format on a CD-ROM or thumb drive and one (1) hardcopy of the completed excel spreadsheet. Attach the CD-ROM or thumb drive to the Original hardcopy.

##### **Article 13. Acknowledgement of Solicitation Addenda**

##### **Article 14. Small Business Enterprise (SBE) Certification**

##### **Article 15. Bid/Offer Certification**

**Article 11 Insurance** – The Contractor to whom the contract is awarded agrees to provide COUNTY with the required certificates of insurance within two (2) weeks from when the Notice of Award is issued by County. All certificates of insurance will guarantee the provision of thirty (30) days" prior written notice to COUNTY of cancellation, non-renewal or material change. The additional insured shall be endorsed by the underwriter.

Bids must be received and time stamped at the specified location at or before the Bid Due Date/Time as defined by the *Invitation for Bid*. The "time-stamp" provided by the County shall be the official time used to determine the timeliness of the submittal. Bids and modifications received after the Bid Due Date/Time will not be accepted, or will be returned unopened. Timely submittals will be opened and recorded promptly after the Bid Due Date/Time.

Bids must be signed by an authorized agent of the respondent and submitted in a sealed envelope marked or labeled with the respondent firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date/Time specified by the *Invitation for Bid*.

Bids and modifications received after the *Due In & Opens* date and time will not be accepted. Facsimiles of bids will not be accepted.

Failure to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may cause for the respondent's bid to be rejected as *non-responsive* and not evaluated.

## **5. COMPLIANCE WITH AGREEMENT**

County will execute an agreement with the successful respondent by issue of a Master Agreement (MA) or Purchase Order or contract. The respondent agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by amendment or change order properly executed by the County. Any items provided in excess of the quantity stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the Pima County Procurement Department within 1 workday of the request. The report shall include the name of the requesting individual and the nature of the request.

## **6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA)**

Results of this procurement will not be given in response to telephone inquiries. Interested parties are invited to attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any respondent as to the meaning of any of the solicitation documents will be binding on Pima County. If a prospective respondent believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the respondent shall notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the *Due In and Opens* date set for receipt of the bid or proposal. Responses from COUNTY will be made by written addendum and sent to all known potential respondents. Issues identified less than 8 days prior to the *Due In and Opens* date may not be answered.

Interested parties are invited to attend the public opening of submissions at the time and date stated in this solicitation.

Pima County protest procedures are defined by Chapter 11.20 of the Pima County Procurement Code, available through <http://www.pima.gov/cob/code/>. The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> **without regard to whether individual notices were issued**. It is the responsibility of bidders, proposers and offerors to check the website.

## **7. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS**

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement shall govern.

## **8. VENDOR RECORD MAINTENANCE**

By submitting a response to this solicitation, the submittor agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten calendar days of the solicitation due date. The Vendor also agrees to update the information within ten calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that the Vendor establish and maintain email functionality. In addition to providing the means for a Vendor to create and maintain their Vendor record, VSS also provides for email notice to the vendor regarding solicitations published by Pima County for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

## **9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, a 5% bid preference will be given to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by Pima County. If the certification is accepted by Pima County, the bid will be evaluated at 95% of the bid amount to determine the low and responsive bid. If an award of contract is made, the contract will be formed utilizing the Unit Prices, or Lump Sum, as bid.

**To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate** which may be acquired from the City of Tucson; Department of Procurement, (520) 837-4000, 225 W Alameda, 6th Floor, Tucson, AZ 85726-7210. Their SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at:

[http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx)

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Vendor Relations Division at **(520) 724-8465** for assistance or further information.

**END OF INSTRUCTIONS TO BIDDERS**  
**(Revised April 29, 2015)**

**BACKGROUND INFORMATION:**

The Pima County Sheriff Department (PCSD) causes more than 5,000 vehicles to be towed each year.

Approximately 3,000 of these vehicles are impounded for various reasons, including immobilization under ARS 28-3511.

The remaining 2,000 vehicles are towed and stored for other reasons.

Approximately 4,300 vehicles are claimed by an owner or lien holder after payment of fees and charges. Each claimed vehicle is stored for three days, on average.

Approximately 700 unclaimed vehicles are sold at auction each year.

PCSD initiates a vehicle tow by contacting a towing provider and issuing to the provider a Vehicle Removal Report (VRR) or "Tow Sheet" that identified the vehicle and the reason the vehicle is to be towed. A copy of the VRR is attached. The selected Contractor will also be able to obtain title to the unclaimed and forfeited vehicles, authorize the vehicles to be sold at auction and transfer title to purchasers at auction.

**1. INTENT:**

This document is intended to establish an “As Required” indefinite delivery/indefinite quantity (IDIQ) “Master” agreement contract to provide Pima County (“County”) with such quantities of **Vehicle Towing and Auctioning Services** as County may order from time to time by issue of Delivery Order (DO) pursuant to a resulting contract. As defined by the attached Pima County Standard terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County.

**Contractor will provide towing and storage services for privately owned vehicles when required for public safety and/or to comply with the mandatory immobilization statute under A.R.S. 28-3511. Furthermore, the Contractor will provide auction services for abandoned or seized vehicles. Removal of abandoned or inoperable vehicles from roadways will help ensure traffic safety and enforcement of the mandatory immobilization law will ensure the Sheriff Department upholds its statutory obligation under ARS 28-3511.**

**Contractor will be responsible to immobilize, tow, store, process title changes, destroy, and perform related actions necessary to auction vehicles. Contractor as needed shall be able to provide Off-Road Recovery services and accident scene clean-up services.**

All Goods and Services offered or provided pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the contract will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties as follows:

Proposed extension or renewals of the contract if included in the contract and revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement (MA), document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the amendment will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

CERTIFY MINIMUM QUALIFICATIONS BY CHECKING THE RESPONSE BOX (YES) AND PROVIDING APPLICABLE INFORMATION OR DOCUMENTATION.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response.
1	<p><b>Responsible:</b> The CONTRACTOR certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement.</p> <p>The CONTRACTOR further stipulates that they possess all licenses required by applicable Agencies to satisfy the requirements of this agreement.</p>	<p><input type="checkbox"/> <b>Yes, Certify agreement with the qualification requirement.</b></p>

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response.
2	<p><b>Equipment:</b> PCSD has made equipment needs assessment and determined the Contractor will need the following equipment mix to provide the needed service and meet the response times in the widely separated service response areas:</p> <p>Eight flat-beds (capable of two-vehicle tows of light duty rated vehicles.)                      Two Medium Duty (or larger) tow trucks                      One Heavy Duty wrecker                      One Heavy Duty flat bed                      One Heavy Duty 4wd tow truck                      One Light or Medium duty 4wd tow truck</p> <p>Contractor may own, rent or lease the equipment. In the space indicated below describe the equipment (make, model, year) indicate if you own or rent/lease the equipment.</p> <p>If you rent/lease the equipment, you must provide a letter from the renter/lease company on their letter head attesting to the rent/lease terms. The letter must describe the equipment tow capacity, make, model, year and attest to access for the term of the contract.</p>	<p><input type="checkbox"/> <b>Yes, Certify agreement with the qualification requirement.</b></p> <p><b>The below table is completed. If applicable, rent/lease letter is attached.</b></p>

MQ Line#	In the space indicated below describe the equipment (make, model, year) indicate if you own or rent/lease the equipment.	CHECK <input checked="" type="checkbox"/> appropriate response.	
		Own	Rent/Lease
	Eight Flat Beds capable of two-vehicle tows of light duty rated vehicle		
2.1			
2.2			
2.3			
2.4			
2.5			
2.6			
2.7			
2.8			
	Two Medium Duty (or larger) tow trucks		
2.9			
2.10			
	One Heavy Duty wrecker		
2.11			
	One Heavy Duty flat bed		
2.12			
	One Heavy Duty 4wd tow truck		
2.13			
	One Light or Medium duty 4wd tow truck		
2.14			

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response.
3	Operating Hours & Facility: The Contractor's business shall remain open to the public for the purpose of releasing impounded or immobilized vehicles during the indicated times and days with no additional charge or fees other than for towing and storage: Monday through Friday, 0800 (8AM) to 1700 hours (5PM) except holidays and 0800 (8AM) to Noon Saturday	<input type="checkbox"/> Yes, Certify agreement with the qualification requirement.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response.
4	Background Screening: All employees (drivers, lot attendants or any staff with access to County storage vehicles) shall pass basic background checks to be qualified to perform on this contract. A list of current drivers must be provided to PCSD for approval within 10 days from the date the Notice of Recommendation of Award (NORFA) is published by Pima County Procurement. Any new hires must also be approved by PCSD investigators prior to providing service under this contract.  Background check will be performed by the County at no expense to the Contractor.	<input type="checkbox"/> Yes, Certify agreement with the qualification requirement.

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response.
5	Contractor must have a minimum of one-year experience conducting public auctions; have an internet site for display of items and for online bidding purposes.	<input type="checkbox"/> Yes, Certify agreement with the qualification requirement.  Internet site: _____

MQ Line#	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response.
6	Contractor understands that Pima County reserves the right to inspect Storage Yard to ensure facility meets the requirements defined by the Scope of Services.	<input type="checkbox"/> Yes, Certify agreement with the qualification requirement.

#### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

Refer to Exhibit A – Scope of Services

#### 5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. **If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.**

**Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order (DO).**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

#### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

#### **7. COMPENSATION & PAYMENT:**

Contractor will submit Request(s) for Payment or Invoices to the Pima County Sheriff Department Vehicle Impound Unit.

The tow company shall submit invoices for all towing, mileage fees and any other expenses for the movement of vehicles to PCSD Property and Evidence for payment.

Invoices for RICO Seized Vehicles will be submitted to: Pima County Sheriff Department Property and Evidence.

All Invoice documents will reference the County's Delivery Order (DO) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price **and** unit of measure defined by the County's Order or Contract document. Invoices that include line items **or** unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are **Net Thirty (30)** days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

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

Standard Early Payment Discount Percent: \_\_\_\_\_% if payment tendered within \_\_\_\_\_ Days as above

The Master Agreement (MA) or Purchase Order (PO) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* ("F.O.B. Destination"), delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

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

**UNIT PRICES (Net 30 day Payment Terms)** - Exhibit B: Service Definitions and Fee Schedule

**8. DELIVERY:**

As defined by the Standard Terms, "On-Time" delivery is an essential part of the consideration to be given to COUNTY under the contract. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO) or Contract.

Contractor guarantees delivery of product or service in accordance with the time frames set forth in the Scope of Services.

**9. TAXES, FEES, EXPENSES:**

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 234519 including the Invitation for Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

Garage Liability – Occurrence Form

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

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

Garagekeepers Liability - Direct Primary Coverage:

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

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

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

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

The policy shall be endorsed to include coverage for towing including "unhook" coverage.

Worker's Compensation and Employers' Liability

Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against Pima County.

**CRIME INSURANCE:**

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

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

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

The policy shall include coverage for third party fidelity.

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

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

**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

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

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

**NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent by certified mail, return receipt requested.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

**12. PERFORMANCE BOND: N/A**

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitation's 'Instruction To Bidders'? Yes  No  (Select one)  
 If 'Yes', have you included your certification document? Yes  No  (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

The remainder of this page is intentionally left blank.

15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME:							
BUSINESS ALSO KNOWN AS:							
MAILING ADDRESS:							
CITY:		STATE:		ZIP CODE:			
<b>Primary CONTACT PERSON During term of the solicitation IFB process:</b>							
Name and Title							
Phone Number		Email Address		Fax #			
<b>INVOICES:</b>							
REMIT TO ADDRESS:							
CITY:		STATE:		ZIP CODE:			
CONTACT PERSON NAME: (first, last)			TITLE:				
PHONE:			FAX:				
CONTACT PERSON EMAIL ADDRESS:							
<b>DELIVERY ORDERS &amp; CONTRACTS SHALL BE TRANSMITTED:</b>							
CONTACT PERSON NAME (first, last)			TITLE:				
PHONE:			FAX:				
CONTACT PERSON EMAIL ADDRESS:							
<b>CORPORATE HEADQUARTERS LOCATION:</b>							
STREET ADDRESS:							
CITY:		STATE:		ZIP CODE:			

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

<b>AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER</b>			
SIGNATURE:		DATE:	
PRINTED NAME		TITLE	
PHONE:		EMAIL ADDRESS:	

County Attorney Contract Approval "As to Form":

Approved as to form:

\_\_\_\_\_  
Deputy County Attorney\_\_\_\_\_  
Date

**EXHIBIT A: SCOPE OF SERVICES****REGULATIONS, ORDINANCES, STATUTORY REQUIREMENTS: FEDERAL, STATE AND COUNTY**

Contractor shall comply with all federal, state, and county statutory requirements including regulations and ordinances pertaining to the immobilization, tow, storage, and auction of cars designated by the Pima County Sheriff department (PCSD) as abandoned and/or seized.

Failure to comply with laws pertaining to **impoundment/immobilization** of vehicles under any Arizona Revised Statute or Pima County ordinance shall constitute a breach of contract and is grounds for termination of services with Pima County. Lack of knowledge of the implementation of a state statute or county ordinance that requires specific compliance by a tow truck/salvage company is not a defense for noncompliance with the statute or ordinance.

Department of Public Safety: The Contractor shall strictly conform to all latest and revised Motor Carrier and Safety Regulations, as set forth by the Department of Public Safety Regulation, and shall maintain at all times current tow truck permit(s), as issued by the Arizona Department of Public Safety.

The Contractor shall comply with all regulations outlined by the Department of Public Safety (DPS) tow truck program. Failure to comply with DPS regulations shall constitute a breach of contract and is grounds for termination of services with Pima County.

In the event Contractor discovers evidence of a crime in a vehicle that has been towed to their facility, Contractor shall contact PCSD dispatch to have a deputy respond to take custody of the evidence. All information pertaining to the vehicle along with driver/ownership information shall be provided to the deputy.

**HOLD HARMLESS:** After a vehicle has been auctioned or sold Contractor agrees to waive and hold harmless Pima County from all towing, storage and all other related fees associated with the vehicle.

**TITLE DOCUMENT:** PCSD authorizes Contractor to process all titles for vehicles to be sold at auctions at Contractor expense.

**AUTHORIZATION TO RELEASE VEHICLES:** The Contractor should not release impounded vehicles to the public without receiving proper authorization from the Pima County Sheriff's Department to do so. This includes any vehicles that change ownership after the vehicle was impounded. All releases to the public shall require PCSD authorization paperwork identifying the citizen by license information to include name and license number. The contractor shall verify this information by viewing the PCSD paperwork and license prior to releasing the vehicle to the citizen. The information shall include the following:

- a. The citizen has provided a valid license to PCSD;
- b. The citizen has provided valid registration demonstrating proper ownership of vehicle;
- c. The citizen has provided valid insurance to PCSD;
- d. The citizen has paid all related fees and fines to appropriate authorities;
- e. The citizen has paid all related fees to PCSD.

An owner or lien holder may obtain possession of vehicle by paying to PCSD all applicable fees and charges and obtaining a release that authorizes the vendor to release the vehicle. The owner or lien holder must present the release to the contractor before additional charges are incurred. A copy of the release is attached.

Pima County will process payment s for fees paid by vehicle owner and/or lien holder. PCSD will in turn issue a receipt that is to be presented to the Contractor for release of the vehicle to the owner/lienholder. Attachment A: Sample PCSD Release Form.

Contractor will process payments for vehicles sold at auction and issue titles to the successful bidder.

**RETURN OF VEHICLE TO PCSD:** Prior to auction, and at no cost to Pima County, PCSD reserves the right to have any vehicle returned to the possession of Pima County or its rightful owner. Contractor agrees that there will be no direct reimbursement of costs associated with said vehicle(s).

**INSPECTION OF RECORDS:** The books and records regarding the services provided by the Contractor and the disposition of each and every vehicle processed, towed, scrapped, dismantled or any property processed by the Contractor that respond to a request for service by the Pima County Sheriff's Department shall be subject to inspection

upon request. In the event the Contractor refuses or delays inspection of records, such refusal or delay shall be grounds for termination of services with Pima County.

**PUBLIC BUSINESS OPERATING HOURS:** The Contractor's business shall remain open to the public for the purpose of releasing impounded or immobilized vehicles during the indicated times and days with no additional charge or fees other than for towing and storage: Monday through Friday, 0800 (8AM) to 1700 (5PM) except holidays and from 0800 (8AM) to 1200 Noon on Saturdays. Any additional fees to be collected must fall within the prescribed and approved contract.

The personnel operating the storage facility must be authorized by the contractor to release the vehicle to the owner or the owner's authorized representative. PCSD Officials must be allowed access as necessary during non-business hours within one hour of notification.

Contractor agrees to allow all citizens-owners access to their stored vehicles located at the Contractor facilities. Contractor agrees to provide an employee escort so as to allow the citizen-owner to retrieve any paperwork or personal property from the vehicle without contacting PCSD. In the event of a citizen-owner dispute or safety concern, Contractor shall contact PCSD impound personnel to determine whether or not a deputy will be dispatched to resolve the dispute. Disputes shall not include disagreement of payment for towing or storage service fees. PCSD reserves the right to resolve disputes, which are resolved at the expense of the Contractor.

PCSD Officials must be allowed access as necessary during non-business hours within one hour of notification. There shall be no charge to PCSD for this access.

**TOWING SERVICES OPERATING HOURS:** All listed types of towing categories must be available on a twenty-four (24) hour a day, seven (7) day a week basis.

**TOWING SERVICES FOR PRIVATELY OWNED VEHICLES (POV):**

PCSD communications shall dispatch all tow truck services.

Contractor shall pick-up vehicle(s) at the scene or place of origin, tow specified vehicle(s) to a designated place as directed by PCSD Dispatch or PCSD Officer at the scene. The designated place may be:

- a. a secure storage facility or
- b. Pima County Sheriff's Dept. (PCSD) evidence facility or
- c. to other locations by PCSD at the scene.

The Contractor shall use the most direct route available when in route to the scene and to the final destination considering current road and traffic conditions.

At time of dispatch, the County will provide vehicle license plate number (if available) along with the best possible description and location of the vehicle when available.

Contractor shall be prepared to provide **Off Road Recovery** services for unusual location of vehicles such as off-road desert or mountainous areas/landscape; flood recovery assistance, burned or otherwise totally destroyed vehicles or items.

**TOWING SERVICES FOR RICO SEIZED VEHICLES (RSV)**

PCSD communications shall dispatch all tow truck services.

Contractor shall pick-up vehicle(s) at the scene or place of origin, tow specified vehicle(s) to **PCSD Property and Evidence facility** as directed by PCSD Dispatch or PCSD Officer at the scene.

The Contractor shall use the most direct route available when in route to the place of origin and to the final destination considering current road and traffic conditions.

The tow company shall provide a direct point of contact to the PCSD Financial Investigations (RICO) Unit to exchange documentation, track inventory, maintain accurate and timely communication, and address any other related administrative issues.

If awarded through court order, the PCSD Financial Investigations (RICO) Unit will provide the tow company with an inventory list of vehicles ready for auction. When the vehicle is auctioned, the tow company receives first, **xx%** of the sale proceeds of the vehicle plus any related expenses it incurs from the sale. Other expenses may include but are not limited

to things such as title transfers, vehicle service to ready the vehicle for auction, etc. (note: related expenses should be vetted with the PCSD Financial Investigations (RICO) Unit prior to application).

After the initial xx% has been paid to the tow truck company, the remaining amount will be paid (xx%) to the Pima County Anti-Racketeering Fund and delivered to the PCSD Financial Investigations (RICO) Unit for allocation as stipulated within the forfeiture judgment order.

The tow company is authorized to charge a 10% Buyer's Premium fee plus any related expenses it incurs from the sale.

NOTE: Percentage % of Sales amounts for the Contractor and County are specified in Exhibit B.

#### **EQUIPMENT:**

PCSD has made equipment needs assessment and determined the Contractor will need the following equipment mix to provide the needed service and response times in the widely separated service response areas:

- a. Eight flat-beds (capable of two-vehicle tows of light duty rated vehicles.)
- b. Two Medium Duty (or larger) tow trucks
- c. One Heavy Duty wrecker
- d. One Heavy Duty flat bed
- e. One Heavy Duty 4wd tow truck
- f. One Light or Medium duty 4wd tow truck

At all times tow trucks must carry the equipment required in State of Arizona, Department of Public Safety Tow Truck Rules and Regulations.

Contractor's equipment must meet the requirements and standards set forth by the Department of Public Safety for Towing Companies. Contractor must substantiate that all equipment and vehicles used during the performance of a resulting contract are currently certified to meet all safety and legal requirements for this type of equipment.

#### **SERVICE RESPONSE AREAS:**

The service areas are those used by PCSD Dispatchers for jurisdictional and internal assignment and recordkeeping purposes.

**Area 1. FOOTHILLS :** Bordered by the Pinal County line to the north, Campbell Avenue to the east, I-10 to the west and 22nd Street/Starpass Road to the south.

**Area 2. TUCSON MOUNTAIN:** Bordered by the Pinal County line to the north, I-10 to the east, Tohono O' Odham Reservation to the south, and Ironwood National Forest to the west.

**Area 3. RINCON:** Bordered on the north by the Pinal County line, on the south by 22nd Street to Kolb Road, on the east by Cochise County line (from Kolb Road exit to Pima Road exit), and on the west by Campbell Avenue.

**Area 4. SAN XAVIER:** Bordered on the north by 22nd Street/Starpass Road and Tucson Mountain Park, on the north by Milewide Road (west of Tucson Mountain Park), on the west by the Tohono O'Odham Indian Reservation, on the south by Pima Mine Road exit west to the Tohono O'Odham Indian Reservation, bordered east by Kolb Road exit south to Pima Mine Road exit.

**Area 5. GREEN VALLEY:** Bordered north by Pima Mine Road from Tohono O'Odham Indian Reservation to Cochise County line, on the south by Santa-Cruz County line and Mexican border, east by Cochise County line and west by the Tohono O'Odham Indian reservation.

#### **RESPONSE TIMES and PERFORMANCE MEASURES:**

Response times in all Service Areas in the Greater Metropolitan Tucson area shall be **30 minutes** from time of dispatch.

Response time in all remote (remote defined as outside of PCSD Service Areas 1 through 5, City of Tucson excluded) shall be 30 minutes + 1.5 minutes per mile outside of Service Area.

In order to achieve these response times, it may be necessary to preposition (stage) equipment and operators in strategic locations. The County will grant a period of adjustment (30 to 60 days) to allow the Contractor(s) the opportunity to observe usage patterns and develop plans to optimize responses. After this "break-in" period, any missed response times must be "excused" by PCSD to avoid a negative impact on contractor performance reports. "Excusable" delays are those caused by circumstances PCSD agrees are beyond the Contractor's control. Any disputes may be brought to the attention of the Procurement Department Contacting Officer who can assist with dispute resolution.

Any "unexcused" response delay will be documented by PCSD and periodically reported to the Sheriff and the Procurement Department. These reports will be used to determine acceptable performance by the contractor. If performance is determined to be inferior by the County, the contract may be terminated or not renewed. Any negative reporting will be brought to the Contractor's attention and the Contractor will be allowed an opportunity to correct the low level performance.

Response times for Heavy Duty tows or those involving unusual circumstances will be evaluated on a case by case basis.

If after dispatch it is realized the response cannot be made on time, the Contractor shall notify PCSD immediately. Non responses or aborted responses must be logged along with reasons for the failure and times of PCSD dispatch and the time PCSD was notified of the response failure.

Upon arrival at scene, if circumstances don't prohibit, the responding driver must physically report directly to the Officer in charge at the scene and inform of arrival. Failure to make contact and receive acknowledgement of arrival will be considered a negative performance issue. Driver must also check with Officer in charge prior to departing. (Note: Driver must be sure to check in "and" out with the same Officer unless circumstances prohibit.)

Failure to follow directions from the Officer in charge without dispute will be considered a negative performance issue.

Failure to comply with response time guidelines shall constitute an infraction or non-compliance by Contractor. All infractions shall be referred to the impound manager/commander of PCSD for review. The Driver/Contractor must record all PCSD Dispatch provided information (including Dispatch Area), all times and mileages including but not limited to: arrival on scene, departure from scene and arrival at destination. Unless it would be disruptive or unsafe, the driver should get and log the name of the Officer in charge at the scene. This data must be logged into a permanent record and must be included on all invoices along with the Dispatch, Incident or Tow number. PCSD must agree to all recordkeeping methods "prior" to the contract being awarded. This includes the individual "Tow Ticket" or Trip Ticket" used by the drivers for each dispatch. Each dispatch must be recorded separately. Deviations from the agreed upon recordkeeping methods will not be allowed. Any invoice submitted without the agreed-to information will be rejected.

If Contractor fails or refuses to comply with the performance measure, or demonstrates five separate incidents non-compliance PCSD reserves the right to terminate services between the contractor and Pima County.

#### **RECORDKEEPING:**

The Driver/Contractor must record all PCSD Dispatch provided information (including Dispatch Area), all times and mileages including but not limited to: arrival on scene, departure from scene and arrival at destination.

Unless it would be disruptive or unsafe, the driver should get and log the name of the Officer in charge at the scene.

This data must be logged into a permanent record and must be included on all invoices along with the Dispatch, Incident or Tow number. PCSD must agree to all recordkeeping methods "prior" to the contract being awarded. This includes the individual "Tow Ticket" or Trip Ticket" used by the drivers for each dispatch. Each dispatch must be recorded separately. Deviations from the agreed upon recordkeeping methods will not be allowed. Any invoice submitted without the agreed-to information will be rejected.

Incomplete or inconsistent recordkeeping will be considered a negative performance issue. The Contractor must allow PCSD reasonable access to all records related to the contract.

Contractor shall document and sequentially number the acquisition and provision of all services provided pursuant to this agreement and maintain an auditable file in a form acceptable to PCSD; said Incident Control Document(ICD) shall include the following minimum information; the vehicles license plate number, vehicle identification number, make, model, and year, beginning and end mileage, time of dispatch, name of dispatcher, time of arrival on scene, name of Officer in charge of scene (if practicable), time of departure from scene, time of arrival at destination, and name of destination and any other pertinent incident identification information. Contractor shall obtain PCSD written approval as to form prior to the commencement of provision of services.

Contractor is responsible for collecting and promptly and accurately documenting receipt all vehicle owner fees and auctioned vehicle revenues defined by this agreement that are due simultaneous with the release of any vehicle

**STORAGE FACILITIES:**

Contractor shall have a storage facility of sufficient size to hold all vehicles towed for Pima County. This facility shall be enclosed by a fence with a minimum height of six (6) feet with secured gates. The fence must be constructed from chain link, masonry, wood or equivalent materials to prevent unauthorized removal of stored vehicles. Fences constructed of strands of barbed wire, hog wire, or chicken wire is not acceptable.

The storage facility must not be located within a wrecking yard that is in the business of dismantling vehicles.

The storage yard shall have an area which is separated and clearly delineated from any other storage areas for the purpose of storing vehicles Impounded by PCSD. Impounded vehicles stored for Pima County must be kept separate from non-County stored vehicles at all times.

**PERSONNEL:**

Contractor shall be adequately staffed with qualified equipment operators to provide all required services within required response times.

All employees shall pass basic background checks to be qualified to perform on this contract. A list of current drivers must be provided to PCSD for approval within ten (10) days from the date the Notice of Recommendation of Award (NORFA) is published by Pima County Procurement. Any new hires must also be approved by PCSD investigators prior to providing service under this contract.

These security requirements apply to "all" drivers and any personnel such as lot operators and others with access to County associated storage vehicles.

Failure to adhere to these security guidelines will be considered a negative performance issue.

**SUBCONTRACTING:**

If subcontracting is part of Contractor's coverage plan for this agreement, the Contractor shall obtain approval from PCSD prior to using the services of a subcontractor. Background clearance requirements shall also apply to subcontractors' personnel involved with this contract.

Contractor shall ensure that the work of the subcontractor conforms to the terms and conditions of this agreement. Payment for the subcontractor shall be the sole responsibility of the Contractor and not Pima County.

Pima County is not opposed to subcontracting. However, it shall be the Contractor's full responsibility to manage all aspects of a subcontracting arrangement to include claims, disputes or any other actions brought up against the subcontractor. Pima County Sheriff's Department will not provide relief or be part of any issues arising between the Contractor and a subcontractor.

Contractor shall provide PCSD a list all tow truck company sub-contractors. In the event a tow truck sub-contractor is unable, unavailable or refuses to respond to any PCSD request for service, PCSD reserves the right to seek immediate towing services as necessary for law enforcement purposes at the expense of Contractor. If Contractor refuses to pay for this service PCSD reserves the right to terminate services between the contractor/sub-contractor and Pima County.

**VEHICLE PREPARATION, CLEANING and INSPECTION SERVICES:**

Contractor is responsible for the cleaning, and preparation of all vehicles for auctions.

Contractor will provide keys if they are available, but Contractor will not have keys made or hire a mechanical staff to ensure operational aspects of vehicles being auctioned. Contractor will wash, vacuum and remove trash from the vehicles. Contractor staff will be on-hand at preview to start vehicles and answer any questions prospective buyers may have

**PUBLIC INSPECTION PERIOD:** Contractor is responsible for conduction of a public inspection period at least 2 days prior to any auction of any vehicle.

Twenty-four (24) hours prior to a public inspection period, Contract must grant the Pima County Sheriff Department Canine Unit access to the premises to perform a canine sweep of all auction vehicles.

This inspection must be preceded by an advertisement paid for by the Contractor. If Contractor and PCSD find additional viewing days/hours are necessary, Contractor will add additional viewing days for the maximum exposure. All vehicles will continue to be advertised on Contractor's website until sold.

In the event Contractor discovers evidence of a crime in a vehicle that has been towed to their facility, Contractor shall contact PCSD dispatch to have a deputy respond to take custody of the evidence. All information pertaining to the vehicle along with driver/ownership information shall be provided to the deputy.

#### **PHOTOGRAPHS:**

Contractor is responsible for the photographing of all vehicles for auctions. Contractor shall take between five (5) – seven (7) photographs of vehicles; more if there is special equipment that can be highlighted.

#### **AUCTION SERVICES:**

1. Contractor is responsible for conducting all auctions, collecting all payments and remitting all proceeds to PCSD for % commission of sale of vehicles auctioned. Commission percentages for the Contractor and County are specified in Exhibit B.
2. All sales are final and considered closed at the time the bids are finalized at the conclusion of each auction during that business day. No sale will be made under terms of credit, loan, lien, promise, trade or barter.
3. Contractor and Pima County mutually agree to hold auctions within every thirty (30) days that vehicles are available for auction. However, upon determination made by the PCSD impound manager/commander, auction dates may change at the discretion of the PCSD.
4. Pima County will not be charged any storage or towing costs for vehicles sold at auction. If a vehicle fails to sell at auction Contractor will work with Pima County, at no additional charge to Pima County, to ensure maximum exposure at future auctions and the possibility of additional auctions being placed on the calendar.
5. Contractor is responsible for facilitating title and registration transfer, and the delivery of vehicles to bidders at no expense to Pima County.
6. All vehicles sold at auction shall utilize a **CERTIFICATE OF TITLE**. No vehicle shall be auctioned under a "salvage title" or under a "VTR71" without the express consent of PCSD. All vehicles sold will be under an "actual miles" title to provide Pima County with the highest market value. Vehicles will be sold in an "AS IS" condition with no warranties or promises for repair. If for any reason the State will not issue an "actual mileage" title Pima County (PCSD) will provide proper documentation to Contractor for title transfer from owner/violator to Pima County's name prior to auction
7. At the time the auction transaction occurs between Contractor and the private citizen, Contractor agrees to provide PCSD with a **VOUCHER** for every vehicle indicating the vehicle identification number, make, model and color of vehicle, the name and biographical information of the buyer and the amount that the vehicle was purchased for. PCSD reserves the right to verify all records Contractor possesses concerning all vehicle information, all sale information, and all buyer information on each and every vehicle sold under the supervision of any and all Contractor employees or subcontractors. In the event Contractor fails to provide information or references, it shall be grounds for termination of services with Pima County.
8. After all vehicles are auctioned, CONTRACTOR shall to provide the impound manager/commander at PCSD an **ELECTRONIC NOTIFICATION REPORT** by within forty-eight (48) hours of auction day, listing all vehicles that have been sold at auction. This daily report shall include: vehicle identification number; the year, make, model and color of the vehicle; the name and address of the previous owner; the name and address of the new owner; and the purchase price the vehicle sold for; commission to be paid to PCSD; fee to be paid to Contractor. Contractor shall pay PCSD within 10 business days of sending this report.
9. Contractor is responsible to provide a **DETAILED AUDIT REPORT** for each vehicle sold. This audit report shall include the following: vehicle identification number; the year, make, model and color of the vehicle; the name and address of the previous owner; the name and address of the new owner; and the purchase price the vehicle sold for; the commission to be received by PCSD; the fee to be collected by Contractor.
10. Any **DISPUTED SALES** amounts or totals shall be reported to the PCSD impound manager/commander. Once notified Contractor shall be contacted along with the Pima County business office. Once notifications have been made Contractor will have ten (10) days to resolve the dispute with the PCSD impound manager/commander. PCSD reserves the right to terminate services between the contractor and Pima County in the event the Contractor refuses to comply.
11. Once amounts of sales have been finalized, Contractor has ten (10) business days to **REMIT PAYMENTS** to PCSD. Failure to remit payment shall be grounds for Pima County to terminate services with Contractor.

12. Contractor shall **REMIT** to PCSD \$x.xx per day for all vehicles stored at the Contractor storage facility for all light and medium duty sized vehicles. For vehicles, Contractor shall remit \$x.xx per day to PCSD. Payments shall be remitted to PCSD upon the release of the vehicles. Remittance amounts are specified in Exhibit B.
13. Contractor shall remit to the County its' commission percent of sale.
14. In the event a vehicle is **NOT CLAIMED** by the owner and becomes abandoned, when it is determined this vehicle cannot sell at an auction it shall be the responsibility of Contractor to dispose of the vehicle as a salvage vehicle for destruction. This vehicle must be destroyed and shall not be re-registered or titled to be driven on the road. Contractor shall take ownership of said vehicle for the purpose of destruction and shall retain all proceeds from sales of such proceedings. Contractor shall waive all PCSD tow and storage fees. Contractor shall provide certification of destruction on each vehicle to PCSD. This certification shall include the name and address of the company or business that destroyed the crushed vehicle.
15. All vehicles sold as **SALVAGE** or to be destroyed as scrap metal, shall be sold at the expense of Contractor. Contractor shall collect all proceeds from the sale of vehicles sold as scrap metal and Pima County shall not incur any expenses from towing or storage of these vehicles.
16. The books and records regarding the services provided by Contractor and the disposition of each and every vehicle processed, towed, scrapped, dismantled or any property processed by the Contractor that respond to a request for service by the Pima County Sheriff's Department shall be subject to inspection upon request. In the event Contractor refuses or delays inspection of records, such refusal or delay shall be grounds for termination of services with Pima County.
17. Contractor is responsible for all costs not specifically assigned to Pima County and required to perform the auction services defined by this contract. Said costs to be recovered from their defined revenue share. No costs not required to perform the defined auction services will be paid from revenues associated with this contract.

**End of Exhibit A**

## Exhibit B: Service Definitions and Fee Schedule

**Section 1. Truck Tow Categories and Service Types****1. Truck Towing Categories for Vehicles:**

Light Duty: cars and light trucks through 1 ton.

Medium Duty: trucks through 6 wheel dumps

Heavy Duty: Semi-truck tractors and trailers, 10 wheel trucks.

**The below service type definitions apply to Light Duty, Medium Duty and Heavy Duty tows:**

**Basic Call Fee** - The amount charged for travel to scene, and thirty (30) minutes of stand-by/recovery time. Includes all miscellaneous items, supplies and equipment necessary to accomplish the required recovery, towing, scene safety and clean-up of roadways at accident site.

If upon arrival at location dispatched to, the scene has apparently been cleared, driver must contact his Dispatcher and request further instructions. If services no longer required, or no tow is required, no Basic Call Fee may be charged. All logs, trip tickets, and Invoices must show time of dispatch, arrival, time of re-contact of PCSD dispatch, and any other pertinent information.

**Basic Loaded Mileage Fee** – The per mile amount charged for a tow measured from the scene to final destination. All mileage fees shall be limited to each tow truck utilized for the purpose of towing a vehicle. In the event one tow truck is utilized to remove multiple vehicles, mileage for transportation shall be calculated as a single trip for all vehicles removed. Mileage fees shall not be assessed for more than one vehicle removed by a single tow truck.

**Loaded Mileage Fee (4-wheel drive)** – The per mile amount charged for a tow measured from the scene to final destination when the tow is made by a 4-wheel drive tow truck.

**Section 2. Ancillary Tow Services****2. The below definitions apply to Ancillary Tow Services:**

**Miscellaneous Tow** - Other large or unusual vehicles, items that may require flat bed or low boy towing vehicles and all necessary equipment for loading these vehicles/items:

**Misc. 1 Loaded Mileage Fee** – The towing, movement or transportation of wheeled, hand loadable or winchable items – Applies to any miscellaneous items PCSD orders moved that are easily hooked up or loaded on a flat bed. Common requirements are scene lighting equipment, salvage or recovery equipment and traffic/scene control supplies and equipment. The established vehicle towing rates will apply for miscellaneous item towing services and will be based on the type of truck required to move items

**Misc. 2 - Loaded Mileage Fee** - The towing, movement or transportation of wheeled, hand loadable or winchable items that require equipment or machinery, like a forklift, to load items(s) on transport vehicle. This is assuming the forklift or other equipment will be required at point of origin and scene, or at scene and final destination.

**Off Road Recovery** - Contractor shall be prepared to provide off road recovery services for unusual location of vehicles such as off-road desert or mountainous areas/landscape; flood recovery assistance, burned or otherwise totally destroyed vehicles or items. Off-Road Recovery shall be defined by combining the following fees:

- Basic Call Fee
- Loaded Mileage Fee
- Off Road Recovery Fee
- Standby Recovery Fee

Off Road Recovery Fee + Basic Call Fee + Loaded Mileage Fee + Hourly Rate Prorate @ 15 Minute Intervals. (An example for a light duty recovery with 1 hour and ten miles would be the following fees totaled.) The fees would vary accordingly to the vehicle change in size such as a medium or heavy duty vehicle.

**Standby/Recovery Time Fee** - is defined as that time on scene working or delayed by police activity/direction when a tow is involved. After arrival at scene and check in with the Officer in charge, any time on scene caused by delays, or performing clean up or other work, are compensable after the first 30 minutes. Hourly time will be logged and invoiced in quarters of an hour or 15 minutes increments (i.e., 30 minutes is 2 quarters, 1 hour and 45 minutes would be 7 quarters, etc). All time must be verified by Officer in charge of scene.

**Trip Fee, Out-of-Area Tow** – amount charged for each one-way tow from outside Areas 1 through 5 described in section. Service Response Areas (excluding City of Tucson) to Tucson. Applicable mileage (Light, Medium, Heavy, etc.) will also be allowed from pick-up point to destination.

### Section 3. Safe Storage and Gate Fees

#### 3. The below definitions apply to Safe Storage and Gate Fees:

Daily Safe Storage Fee Non-Impound Light Duty – Fee charged to vehicle owner or anyone other than Pima County for non 28-3511.

Daily Safe Storage Fee Non-Impound Over-Sized - Fee charged to vehicle owner or anyone other than Pima County for non 28-3511 over sized vehicles.

Daily Storage Fee ARS 28 -3511 – Fee charged to vehicle owners or anyone other than Pima County. Fee is applicable to any size vehicle. Fees received are split between the County and Contractor.

Storage Lot Gate Access Fee – Fee charged to vehicle owners for each after-hours access to vehicles in storage.

### Section 4. Property Evidence Facility and RICO

#### 4. The below definitions apply to the handling of vehicles located in the Evidence/Impound lot:

**Delivery Fee** – No fee charged to vehicle owners for each delivery of inoperable vehicle from Storage Yard to street immediately adjacent to the storage facility.

**Move Vehicles** - to/from Impound to CNA lot with forklift – No vehicle charge for forklift (or similar lifting equipment) involved movement from Impound lot to CNA lot. Number of vehicles moved must be acknowledged and approved by PCSD. Approving Official's name and date, type of move(s) must be included on invoice.

**Repositioning of Vehicles** - in Impound Lot with forklift – No vehicle charge for forklift (or similar lifting equipment) involved movement within Impound lot to create additional space or allow access. Number of vehicles moved must be acknowledged and approved by PCSD. Approving Official's name and date, type of move(s) must be included on invoice.

Vehicle towing of light and medium vehicles located at the Pima County Evidence/Impound lot will be charged a set, per tow fee.

#### 5. General Payment Terms:

All tow fees charged to citizens or PCSD must comply with fees schedule established between Contractor and PCSD. Any and all differences shall be paid by Contractor. In the event Contractor or the sub-contractor refuses to pay any difference in fee schedule approved by PCSD, PCSD reserves the right to terminate services between the contractor/sub-contractor and Pima County.

Contractor shall provide a list all tow truck company sub-contractors to Pima County. In the event a tow truck sub-contractor is unable, unavailable or refuses to respond to any PCSD request for service, PCSD reserves the right to seek immediate towing services as necessary for law enforcement purposes at the expense of Contractor. If Contractor refuses to pay for this service PCSD reserves the right to terminate services between the contractor/sub-contractor and Pima County.

**Fuel Surcharge:** To accommodate the volatility of diesel fuel prices, Contractor shall add a fuel surcharge when fuel prices increase dramatically, instead of raising towing rates across the board. This fuel surcharge shall allow the Contractor to stay competitive when fuel prices increase without requiring a modification of towing rates.

Said Surcharge shall be adjusted no more frequently than once every six months, require written concurrence of Pima County prior to implementation of price adjustment to the Basic Mileage Fee (Light, Medium, Heavy).

In the event that fuel prices decrease dramatically, adjustments to decrease the Basic Mileage Fee Light, Medium, Heavy), shall be implemented.

Fuel cost fluctuations shall be monitored at six (6) month intervals during the annual term of the contract, as indexed by GasBuddy Arizona (Tucson, Central) Price charts.

In the event Contractor takes title to a vehicle for a purpose not described in this contract, contractor shall remit to the county the percentage of proceeds, as specified in Exhibit B, from any sale of the vehicle or pay the statutory administrative fee of \$150.00 that applies to the released vehicle. This fee shall not exceed the amount set by the applicable statute. Contractor assumes all expenses of vehicle if and when title is transferred to Contractor.

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## Exhibit B: Fee Schedule

Contractor is responsible for all costs not specifically assigned to Pima County and required to perform the services defined by this agreement. Said costs are to be recovered from their defined revenue share. No costs not required to perform the defined services will be paid from revenues associated with this agreement.

ITEM #	ITEM NAME	UOM	Est. Annual Quantity	Contractor Unit Price \$	County Price	Unit \$ Cost	Contractor Extended Annual \$ Amount
<b>Section 1. Truck Tow Categories and Service Types</b>							
<b>LIGHT DUTY TOW</b>							
1	Basic Call - Light Duty	Each	3200	\$0.00	N/A		\$0.00
2	Loaded Mileage - Light Duty	Mile	38400	\$0.00	N/A		\$0.00
3	Loaded Mileage 4 Wheel Drive - Light Duty	Mile	50	\$0.00	N/A		\$0.00
<b>MEDIUM DUTY TOW</b>							
4	Basic Call - Medium Duty	Each	15	\$0.00	N/A		\$0.00
5	Loaded Mileage - Medium Duty	Mile	310	\$0.00	N/A		\$0.00
6	Loaded Mileage 4 Wheel Drive - Medium Duty	Mile	50	\$0.00	N/A		\$0.00
<b>HEAVY DUTY TOW</b>							
7	Basic Call - Heavy Duty	Each	10	\$0.00	N/A		\$0.00
8	Loaded Mileage - Heavy Duty	Mile	250	\$0.00	N/A		\$0.00
9	Loaded Mileage 4 Wheel Drive - Heavy Duty	Mile	50	\$0.00	N/A		\$0.00
<b>Section 2. Ancillary Tow Services</b>							
<b>ANCILLARY TOW SERVICES</b>							
10	Miscellaneous Tow	Each	5	\$0.00	N/A		\$0.00
11	Misc. 1 Loaded Mileage Fee	Each	150	\$0.00	N/A		\$0.00
12	Misc. 2 Loaded Mileage Fee	Each	100	\$0.00	N/A		\$0.00
13	Off Road Recovery Tow Fee	Each	8	\$0.00	N/A		\$0.00
14	Standby/Recovery Time Fee - 15 minute increments	Each	40	\$0.00	N/A		\$0.00
15	Trip Fee for Out-of-Area Tow Light Duty -	Each	3	\$0.00	N/A		\$0.00
16	Trip Fee for Out-of-Area Tow Medium Duty	Each	1	\$0.00	N/A		\$0.00
17	Trip Fee for Out-of-Area Tow Heavy Duty	Each	1	\$0.00	N/A		\$0.00
<b>Section 3. Safe Storage and Gate Fees</b>							
<b>SAFE STORAGE AND GATE FEES - Mandatory Immobilization (MI) and Personally Owned Vehicles (POV)</b>							
18	Daily Safe Storage Fee - Light	Daily	400	\$20.00	\$5.00		\$8,000.00
19	Daily Safe Storage Fee - Over Sized	Daily	10	\$0.00	\$5.00		\$0.00
20	Daily Storage Fee - - ARS 28-3511	Daily	2800	\$0.00	\$5.00		\$0.00
21	Storage Lot Gate Access Fee (After Hours)	Each	120	\$0.00	N/A		\$0.00
<b>Section 4. Property Evidence Facility and RICO</b>							
<b>PIMA COUNTY PROPERTY EVIDENCE FACILITY AND RICO</b>							
22	Delivery Fee	Each	360	\$0.00	N/A		\$0.00
23	Move Vehicle	Each	60	\$0.00	N/A		\$0.00
24	Reposition Vehicle w/in PC Evidence Yard	Each	60	\$0.00	N/A		\$0.00
<b>RICO Vehicle Handling - purpose of specified mileage destination and auction</b>							
25	Vehicle Tow from PCSD Lot to Contractor's Lot - Light Duty	Each	60	\$0.00	N/A		\$0.00
26	Vehicle Tow from Contractor's Lot to PCSD Lot - Medium Duty	Each	5	\$0.00	N/A		\$0.00
<b>AUCTION FEES</b>							
27	Title Transfer	Each	4	\$0.00	N/A		\$0.00
28	Vehicle Preparation for Auction (other than standard cleaning) as approved the Sheriff. May include specialized, cleaning detail, appraisal etc.	Lot	1	\$1,000.00	\$1,000.00		N/A
29	Standard Metal Key	Each	10	\$0.00	\$0.00		N/A
30	Key Fob - Pass Thru at Cost	Lot	10	\$2,000.00	\$2,000.00		N/A
31	Key Fob - % Mark-Up to Cost	Each	%	0.00%	\$0.00		N/A
32	Buyers Premium	Each	700	\$0.00	N/A		\$0.00
<b>Auction Proceeds Split</b>							
33	POV Sale Commission Split - Contractor	%	0.00%				
33.1	POV Sale Commission Split - County	%	0.00%				
34	Seized Vehicle Sale Commission Split - Contractor	%	0.00%				
34.1	Seized Vehicle Sale Commission Split - County	%	0.00%				

End of Exhibit B

**PIMA COUNTY STANDARD TERMS AND CONDITIONS (06-01-16)****1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request for Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (County) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, County will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the County Procurement Code. County reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of County. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without **written** permission from County in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by County Procurement Code. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

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

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by County.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of County.

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

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

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

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

**13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by County. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by County.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

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

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, County may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the

Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by County.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by County. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the County Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, County and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use County contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of Pima County Contracts*.

**20. PATENT INDEMNITY:**

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

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

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

**23. COMPLIANCE WITH LAWS:**

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

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

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

**25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all County Master Agreements or Purchase Orders as if set forth in full therein.

**26. NON-DISCRIMINATION:**

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

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC INFORMATION:**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is County in any way financially responsible for any costs associated with securing such an order.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

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

**30. AMERICANS WITH DISABILITIES ACT:**

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

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

County reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

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

**36. BOOKS AND RECORDS:**

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

**37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of County are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

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

**39. FULL AND COMPLETE PERFORMANCE:**

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

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates

any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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

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

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

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

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

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

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

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

**44. ISRAEL BOYCOTT CERTIFICATION:**

Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the County up to and including termination of this Contract.

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