



REQUEST FOR PROPOSALS

FOR TOWING AND VEHICLE STORAGE SERVICES

RFP #: PD 2016-04

DUE: Wednesday February 1, 2017 at 10:00 A.M. Arizona Time

NOTICE INVITING BID PROPOSALS
FOR TOWING AND VEHICLE STORAGE SERVICES

RFP PROJECT NO. PD 2016-04

Notice is hereby given that sealed proposals are sought for Towing and Vehicle Storage Services as needed by the Police Department within the city limits of Apache Junction. Based on the submittals, the City will enter into contracts with a minimum of three and not more than five service providers who will provide emergency and non-emergency tows for a period of seven years.

Bid forms and requirements are available at the City Clerk's Office at Apache Junction City Complex, 300 East Superstition Blvd., Apache Junction, Arizona, 85119, at no cost.

Each bidder shall provide such information as may be required by the City as evidence of qualifications to provide the labor, materials, transportation, storage, equipment or other services as required.

Sealed bids containing one signed original and four duplicate copies of the bid will be accepted in the City Clerk's Office until Wednesday, February 1, 2017 at 10:00 AM Arizona Time. All bids will be opened and read as a matter of public information. Any bids received after bid closing time will be rejected and returned unopened.

Envelopes shall be conspicuously marked: **"TOWING AND VEHICLE STORAGE SERVICES BID FOR RFP PROJECT NO. PD 2016-04"**.

Additional information may be obtained from Police Sergeant Dan Saldana at (480) 474-8616.

The City of Apache Junction reserves the right to reject any and all bids and to waive informalities and technicalities, and to suspend the procurement deadlines applicable to this process.

Kathleen Connelly
City Clerk

GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS

TOWING AND VEHICLE STORAGE SERVICES

City of Apache Junction
RFP Project No. PD 2016-04

1. PURPOSE

The City of Apache Junction seeks proposals from qualified firms to provide towing and vehicle storage services for its Police Department (“AJPD”). The purpose of this Request for Proposals (“RFP”) process is to ultimately enter into non-exclusive term contracts with up to five (5) towing and vehicle storage service companies which will be placed on a rotation list subject to terms of individual contractual agreements. The general focus of the services is to provide: 1) accident scene towing, site clean-up and vehicle storage; 2) as-needed towing of abandoned or confiscated vehicles from city right-of-ways and associated storage; and 3) as-needed call out for roadside services to stranded motorists. Service is anticipated to begin on April 3, 2017 and continue through April 3, 2024. This RFP process is authorized under A.R.S. § 41-1830.51(E) and Article 3-7 of Apache Junction City Code, Volume I. Towing for the City is not a right nor an entitlement, but rather is a privilege as allowable under A.R.S. Title 41.

2. DEFINITIONS

- A. “Bid” is the awarded services or work to be performed by the Successful Bidders.
- B. “Bidder” shall mean any person, corporation or other entity who submits an RFP response to the City of Apache Junction pursuant to these documents.
- C. “City” shall mean the City of Apache Junction.
- D. “City Representative” shall mean the City of Apache Junction Police Chief or his designee.
- E. “Contractor” shall mean the persons or entities to which the contract is awarded.
- F. “Successful Bidder” shall mean the persons or entities who submit an RFP packet which the City determines is responsive, responsible and is qualified to perform the work or services.

3. PROJECT

All work under this contract shall be done in accordance with these Bid Documents including: General Conditions & Instructions to Bidders, Special Provisions & Specifications, all of which are hereinafter referred to as the “Contract Documents”.

4. EXAMINATION OF BID DOCUMENTS

The Bidder shall carefully examine and study the documents and specifications applicable to the award of a contract hereunder including the personnel, materials and/or equipment, which will be required to be furnished by the Successful Bidder. The submission of a bid shall be prima facie evidence that the Bidder has made such an

examination and unless an exception is noted in writing in Exhibit C, intends to supply the materials, labor and/or equipment as submitted in accordance with the contract documents.

5. DISQUALIFICATION OF BIDDERS

The City Manager or his or her designee may disqualify any Bidder from consideration of award of bid for materials, supplies, or services for up to twenty-four months on grounds outlined more fully under A.J.C.C. § 3-7-7, and the following additional disqualifying factors:

- A. Submission of more than one bid for the same materials or equipment from an individual, firm, partnership or corporation under the same or different names, or from those which have over 50% controlling shareholder interest.
- B. Evidence of collusion among Bidders.
- C. Failure to fully complete all parts of this bid or failure to submit the bid in accordance with the requirements herein.
- D. Failure to meet the qualifications for bidding or provide evidence of such qualifications when requested.
- E. Failure to execute Agreement with City, with terms consistent in Proposed Agreement reflected in Exhibit F.
- F. Past negative history with the City and/or failure to pay transaction privilege use and construction taxes.

The Tow Sergeant or his or her designee shall send written notice of the proposed disqualification, including the grounds and period of proposed disqualification to the disqualified party by first class U.S. certified mail from the address on the bid. The party shall have a right to an appeal hearing before the Tow Sergeant or his or her designee. Such request for an appeal hearing shall be filed with the Tow Sergeant at 300 E. Superstition Blvd., Apache Junction, AZ, 85119, by first class certified U.S. mail within five (5) calendar days after receipt of disqualification notice by the Tow Sergeant. The Tow Sergeant or his or her designee shall provide notice of the hearing date and time to the disqualified party within five (5) calendar days after receipt of the request for a hearing. The party shall have the opportunity to present evidence rebutting the reasons for disqualification. The Tow Sergeant or his or her designee shall decide the matter within five (5) calendar days after the hearing and shall notify the disqualified party within such time by first class certified U.S. mail to the address on the bid. The disqualified party may within five (5) calendar days appeal such decision to the Tow Lieutenant, who shall have five (5) calendar days to respond to the tow company. The disqualified party shall have five (5) calendar days to appeal to the Tow Captain, who shall have five (5) calendar days to respond to the disqualified party. The disqualified party shall have five (5) calendar days to appeal to the Police Chief if the appeal is denied, who shall have five (5) calendar days to respond to the disqualified party in

writing. The Police Chief's decision shall be final and binding, subject only to a judicial appeal in Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.* Disqualification does not in and of itself toll the deadlines referenced in this RFP, but rather, the Tow Sergeant can suspend the deadlines any time he or she believes it would be in the best interest of the City.

6. PREPARATION OF PROPOSAL

All information requested on this RFP must be completed by the Bidder. The Bidder shall submit all information on the required forms and documents. The information must be typed or printed in ink and all numbers shall be in legible numerals. The Bidder must sign the proposal in ink in the space provided.

7. SUBMISSION OF PROPOSAL

The Bidder shall submit to the City a bid proposal together with the list of exhibits as identified below. The bid proposal and the completed exhibits referenced below shall be placed in an envelope, sealed and delivered to the Apache Junction City Clerk's Office, at 300 East Superstition Blvd., Apache Junction, Arizona, 85119, and must be received no later than February 1, 2017 at 10:00 a.m. Arizona Time. The envelope shall be conspicuously marked with the name of the RFP project as noted on the Notice Inviting Bid Proposals, with the name and address of the Bidder marked on the outside. When submitted by mail, the sealed bid should be enclosed in a separate sealed envelope. Responses submitted by mail shall be sent by prepaid first class U.S. Mail, return receipt requested. No bid will be considered unless received on or before the time and the place designated in the Notice Inviting Bid Proposals. Exhibits E and F as identified below should only be completed and returned to the City if the City awards the project to the Bidder.

Exhibits	Complete	<u>With Bid</u>
1. Tow Fee Cost	(Exhibit A)	Yes
2. Understanding & Agreement	(Exhibit B)	Yes
3. Exceptions/Additions/Corrections	(Exhibit C)	Yes
4. Proposal Questionnaire	(Exhibit D)	Yes
5. Certificate of Insurance	(Exhibit E)	No
6. Proposed Agreement	(Exhibit F)	No
7. Bid Inquiry Form	(Exhibit G)	No*

(*Submittal date of Exhibit G is as set forth in section 12, below)

One (1) bid proposal per company or entity will be permitted. If multiple bids are received from companies or entities owned or managed by the same individuals or other legal entities with over fifty percent (50%) controlling shareholder interest, such additional submittals will be deemed duplicitous and shall be disqualified from the process.

8. CONSIDERATION OF PROPOSALS

Bid responses will be reviewed by AJPD staff, which will present its recommendation of up to five (5) towing and vehicle storage service companies to the Mayor and City Council, with a minimum of three (3) providers. It is anticipated the City Council will publicly review the recommendations and will publicly award bids on March 21, 2017, with the seven-year contract effective date beginning on April 3, 2017. The contract awards shall be based on responsive, responsible, and most qualified bids as required within the Special Provisions & Specifications. All substantive requirements set forth in this RFP must be complied with by the submittal date set forth in Section 7 above, otherwise the response will be considered unresponsive. The City reserves the right to waive technicalities and informalities; to reject any or all proposals; to accept bid proposals deemed to be in the best interest of the City, and to suspend any deadlines for any reason, including any substantive protests and appeals.

9. BID PROTESTS

A) Pre-Bid Opening Protest

Other than a disqualification determination, any aggrieved party may protest the bid solicitation. Bid protests by an aggrieved party shall be submitted in writing to: City Clerk, City of Apache Junction, 300 E. Superstition Blvd., Apache Junction, Arizona, 85119 no later than January 12, 2017 by 5:00 p.m. Arizona Time. Protests must contain at a minimum: the name, address and telephone number of the protestor, the signature of the protestor or designated representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data, evidence, exhibits, or documents substantiating the protest, and the form of relief requested.

Within five (5) calendar days of receipt of the bid protest filed with the City Clerk, the Tow Sergeant will respond by setting a time and place for a hearing and by giving a Notice of Hearing to protestor. The Tow Sergeant or his designee shall conduct the hearing within five (5) calendar days after sending the notice of the hearing to the protestor, absent any stipulated continuances. The Tow Sergeant or his designee, shall within five (5) calendar days after the hearing has been completed, issue a written opinion and send it by first class certified U.S. mail to the protestor. The protestor may within five (5) calendar days appeal this decision to the Tow Lieutenant should the appeal be denied, who shall have five (5) calendar days to respond to the protestor. The protestor shall have five (5) calendar days to appeal to the Tow Captain should the appeal be denied, who shall have five (5) calendar days to respond to the protestor. The protestor shall have five (5) calendar days to appeal to the Police Chief should the appeal be denied, who shall have five (5) calendar days to respond to the protestor in writing. The Police Chief's decision shall be final and binding, subject only to a further appeal by the tow company in the Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

B) Post-Bid Award Protest

Any aggrieved party may protest the award of bid. Award of bid protests by an aggrieved party shall be submitted in writing to: Tow Sergeant, City of Apache Junction, 300 E. Superstition Blvd., Apache Junction, Arizona, 85119, by March 27, 2017 by 5:00 p.m.

Protests must contain at a minimum: the name, address and telephone number of the protestor, the signature of the protestor or designated representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data, evidence, exhibits, or documents substantiating the protest, and the form of relief requested.

Within five (5) calendar days of receipt, the Tow Sergeant will respond to the protest by setting a time and place for a hearing. Such notice of hearing shall be sent to protestor by first class certified U.S. mail within five (5) calendar days. The Tow Sergeant or his designee shall conduct the hearing within five (5) calendar days after sending the notice of the hearing to the protestor, absent any stipulated continuances. The Tow Sergeant or his designee, shall within five (5) calendar days after the hearing has been completed, issue a written opinion and send it by first class certified U.S. mail to the protestor. The protestor may within five (5) calendar days appeal this decision to the Tow Lieutenant if the appeal is denied, who shall have five (5) calendar days to respond to the protestor. The protestor shall have five (5) calendar days to appeal to the Tow Captain if the appeal is denied, who shall have five (5) calendar days to respond to the protestor. The protestor shall have five (5) calendar days to appeal to the Police Chief, who shall have five (5) calendar days to respond to the protestor in writing. The Police Chief's decision shall be final and binding, subject only to an appeal in Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

10. AWARD OF CONTRACT

The City has determined that, based on the current need of the Police Department, between three and five towing services providers are sufficient. Consequently, contracts will be awarded to at least three but no more than five responsive, responsible and most qualified bidders. The awards shall be made upon a majority vote of the Apache Junction City Council at a regularly scheduled council hearing on March 21, 2017, barring any legal challenges which may alter such date. The decision of the City Council shall be final. Notice of Award to the successful and unsuccessful bidders shall be communicated to all Bidders by the Police Department. Nothing herein shall be construed to require the City to award contracts and the City reserves the right to reject all bids and waive technicalities and informalities, including any date changes referenced in this RFP.

The Successful Bidders shall agree to each and every term, condition and obligation set forth in Exhibit F. Such terms, conditions, and obligations thereunder are non-negotiable.

11. PERMITS, FEES & LICENSES

Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. City permits for this Work will be provided to

Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes “doing business in the City of Apache Junction” and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time work is performed pursuant to this agreement. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. If there are taxable activities, a business license shall be converted to a transaction privilege tax license by the Contractor and any subcontractors through the City Clerk’s Office. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

12. INTERPRETATION OF DOCUMENTS

Where a specification or document appears ambiguous, or where any portion is not fully understood, the Contractor shall submit such question in writing to the Public Safety Department by using the “Inquiry Form” (Exhibit G) no later than January 5, 2017. Verbal explanations shall not be provided and will only be amended in writing or by email. If the bidder is not satisfied with the explanation, they must protest the provision prior to bid opening pursuant to Section 9 above and abide by all timelines and procedures therein. If they fail to protest at the Pre-Bid Opening stage, their concerns are deemed waived and such failure shall be a bar to further argument on the issue.

13. INDEMNIFICATION

Successful Bidders shall defend, indemnify and hold harmless the City, elected officials, its agents, officers, appointees, and employees, from and against tortious claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Successful Bidder, its agents, or employees. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

14. PREVAILING WAGE

This project is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, Contract Work Hours and Safety Standards Act of 1986 (as amended), Copeland Act of 1948 (as amended) and the Fair Labor Standards Act of 1939 (as amended).

Successful Bidders agree to comply with the above laws. Successful Bidders shall supply information to the City of Apache Junction as necessary for monitoring of compliance including payroll, on-site inspections, investigations and/or enforcement by the City of Apache Junction. Successful Bidders agree to comply with the Prevailing Wage as set forth by the Department of Labor.

15. COMPLIANCE

All work and services shall comply with all applicable City, County, State and Federal laws.

16. CITY SALES TAX

The current City sales tax rate is 2.4% and shall be due on items sold or purchased during the term of this contract as per the Apache Junction City Tax Code.

17. ACCESS TO INFORMATION

It is agreed that all information, data reports, and records as are existing, available and necessary for carrying out of the work outlined above have been furnished to Successful Bidders by the City and its agencies. Successful Bidders hereby acknowledge receipt of same. No charge will be made to Successful Bidders for such information and the City and its agencies will cooperate with the Successful Bidders in every way possible to facilitate the performance of the work described in the Proposed Agreement (Exhibit F).

18. CONTRACT CANCELLATION

Non-performance of contract, or substantial violation of state or federal law, will give sufficient cause for the City to cancel the contract. Non-performance shall be construed to mean failure of Successful Bidders to deliver in the time specified, and/or failure to provide the quality of product or service specified.

19. ASSIGNMENT TRANSFER

Successful Bidders shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title, or interest therein, or the power to execute such contract, to any other person, company, corporation without prior written consent of the City.

20. SERVICE PROVIDER DECREASE

The City may enter into services contracts with at least three (3) but no more than five (5) tow companies. The City is under no obligation to solicit bids to replace tow companies that terminate their contract with the City, or those that the City terminates, unless the number of tow companies during the initial seven-year term falls below three (3) companies. In such case, the City may solicit bids for only one additional tow company, depending on the volume of tows and whether the Police Chief determines that the

remaining tow companies that have a valid contract with the City can effectively meet the demand.

SPECIAL PROVISIONS & SPECIFICATIONS

TOWING AND VEHICLE STORAGE SERVICES City of Apache Junction RFP Project No. PD 2016-04

SECTION 1. DEFINITIONS

1. "Accident recovery work" means the towing or removal of a vehicle involved in an accident upon any highway or roadway and is damaged to the extent that an investigation by a law enforcement agency is required.
2. "Administrative Code" means the Administrative Code of the State of Arizona, Department of Public Safety Tow Trucks, as amended.
3. "Chief of Police" means the Chief of Police/Director of Public Safety for the City of Apache Junction.
4. "City" means the City of Apache Junction.
5. "Contractor," "Towing company," and "Contract tow company" are all synonymous with Successful Bidders which are awarded a towing services contract.
6. "Current Fuel Price Average" means the average diesel price between the lowest price listed and highest price listed at the following URL:
<http://www.phoenixgasprices.com/index.aspx?fuel=D>
7. "Fuel Surcharge" is an additional amount designed to help tow operators offset any diesel fuel increases during the contract period but will in no case exceed 30% at any given time during this contract period.
8. "Police Department" means the Apache Junction Police Department.
9. "Reputation" means the professional performance work history and background of the tow service company owner, manager, and/or driver.
10. "Storage facility" means the storage facilities as referenced in these policies.
11. "Tow Rotation List" means the City of Apache Junction Tow Rotation List.

12. "Tow Sergeant", "Tow Lieutenant", "Tow Captain" and "Police Chief" are the titles of the sworn police officers who are delegated the duty of administering the RFP and tow contracts at different command levels.
13. "Towing service" means the transportation upon the public streets and highways of the City of Apache Junction and the State of Arizona of damaged, disabled, unattended or abandoned vehicles together with personal effects and/or cargo by tow trucks.
14. "Tow truck" means a motor vehicle which is altered or designed for, and used in the business of towing vehicles by means of a flat bed or other specially designed truck that is equipped with a tow sling, tow bar, tow plate or wheel lift apparatus, attached to the rear of the truck, or a crane or hoist that is attached to the bed or frame of the tow truck, and as approved by the Arizona Department of Public Safety.
15. "Wrecker," "garage tow truck," and "slide back" or "roll back car carrier" are synonymous and shall be known as "Tow Truck".
16. "Wrecker service," "tow truck service," and "garage tow truck service" are synonymous and shall be termed "Towing Service".
17. "Vehicle" as defined in A.R.S. Title 28, means a device in, on or by which a person or property is or may be transported or drawn on a public highway, excluding devices moved by human power or used exclusively on stationary rails or tracks. The term shall also include, for towing purposes under a tow contract with the city, a trailer, mobile home, manufactured home or factory built home.

SECTION 2. APPLICATION

The rules, regulations and requirements within these Special Provisions and Specifications shall govern the removal of wrecked vehicles from accident scenes, vehicles which constitute traffic hazards and vehicles that might be evidence of a crime or any other vehicle in accordance with any ordinance of the City.

SECTION 3. INSPECTION

The Contractor shall preserve the records required under this RFP for a minimum of two (2) years after the expiration of the contract. The City or its authorized agent reserves the right to inspect any records, facilities and equipment used or proposed to be used by the Contractor for the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by the Contractor in relation to this contract. The Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at the Contractor's place of business or at City of Apache Junction offices, as determined by the City.

The Police Department shall have the continuing right throughout the term of the Towing Services contract to inspect and investigate the personnel, performance, reputation, facilities and equipment of any contractor. If it is determined that the personnel, facilities, reputation or equipment does not meet acceptable standards at any time during the term of the contract, the Police Department shall have the right to remove the tow company from the Tow Rotation List and terminate the Towing Services contract.

SECTION 4. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

All companies contracting with the City for towing services shall comply with all of the requirements of the laws of the State of Arizona and all of the rules and regulations regarding tow truck operations promulgated by the Arizona Department of Public Safety under the Administrative Code of the State of Arizona, Department of Public Safety Tow Trucks and as may hereafter be amended, and all ordinances and regulations of the City of Apache Junction, as well as these Special Provisions and Specifications.

SECTION 5. IDENTIFICATION

All contract tow companies shall have the company name and telephone number painted in three-inch (3") minimum letters on the sides of all of their tow trucks and shall display the Arizona Department of Public Safety inspection seal. Further, all tow truck drivers shall carry business cards in order that the Police Department may give said cards to the owner or driver of the towed vehicle. Business cards shall also include company name, contact telephone number, and address of the storage yard where the towed vehicles are being stored.

SECTION 6. EQUIPMENT

All tow trucks to be used by the tow companies shall be equipped with proper implement of dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles. They must be equipped with brooms, shovels, sand and other necessary equipment to clean up accident scenes. All tow trucks shall have functional 24 hours communication with AJPD dispatch. All contract tow companies shall have available the minimum of a medium duty wrecker and a lift or some type of rollback tow truck. All tow trucks used by contract tow companies shall be in compliance with the Arizona Administrative Code and shall be maintained in accordance with Arizona Administrative Code, sections R13-3-1001 through R13-3-1107 (see www.azsos.gov or call the Arizona Secretary of State's office at (602) 542-4086 for a hard copy), as amended and as applicable to type of equipment, i.e. light, medium and/or heavy duty equipment. Additionally, tow trucks should at a minimum:

- (a) Have DPS issued permit decals properly affixed (R13-3-1101)
- (b) Display on both sides of the tow truck the company name, full name of the town or city in which the contractor is located, and a 10 digit business telephone number. Letters shall contrast sharply in color with the background on which the letters are placed, be readily legible during daylight hours from a distance of 50

feet while the tow truck is stationary, and be maintained in a manner that retains the legibility (R13-3-1101(A)).

- (c) Be mechanically sound and roadworthy (with current year registration)
- (d) Be retrofitted with functioning light safety bars
- (e) Maintain an adequate supply of road safety devices (i.e. safety flares, lights, reflective highway stands)
- (f) Be equipped with a minimum of two jack stands and four (4) tire sliding devices
- (g) Be equipped with sufficient safety and ancillary equipment, i.e. chains, slings, bumpers, snatch blocks, brooms, shovels, sand buckets and/or containers for carrying trash, vehicle debris, etc., required to safely clear vehicles and prepare them for towing to its nearest storage facility and to perform all "on scene" site clean-up services
- (h) Rollback and/or tilt bed trucks shall also have a minimum of two (2) motorcycle tie down straps

***Note:** In the event a contract tow company cannot complete a Police Department tow request due to the tow requiring a heavy-duty wrecker or having inadequate equipment, the following will be done: It will be the responsibility of the contract tow company to subcontract with another company to complete the tow. The contract tow company will be responsible for all fees associated with the tow request. It will also be the responsibility of the contract tow company to ensure the subcontracted tow company is in compliance with this RFP.

SECTION 7. STORAGE AND BUSINESS OFFICE FACILITIES

A. Storage Facilities shall:

1. Be located within the city limits and meet all City zoning requirements. Proof of compliance with City zoning requirements shall be accomplished by the tow company providing AJPD with a written statement from the City Planning and Zoning Division indicating that the storage facilities comply with zoning regulations. Such written statement shall be obtained by the tow company and provided to AJPD before execution of a Towing Services contract.
2. Be secured with a fence or wall (or fully enclosed building) at least six feet (6') in height, be in good repair, and be reinforced with concertina wire and secured entry ways (lockable gates, garage doors).
3. Have limited access, limited to the contractor, designated contractor employees, AJPD personnel, vehicle owners, or others having legitimate business reasons for entering the facilities.
4. Have entryways locked at all times when the contractor or contractor's employees are not present.
5. Be exclusive to the storing of towed vehicles only (i.e. shall be separate and apart from facilities where vehicles are dismantled).

6. Have an all weather ground surface, such as concrete, asphalt, black top, stone, macadam, limestone, iron ore, gravel, shale, caliche or other surface material required to enable the safe movement of stored vehicles throughout the lot both under their own power and while under tow, at all times, regardless of prevailing weather conditions; ground surfaces shall also be free of overgrown vegetation; whatever method chosen, such improvements must comply with PM-10/PM-2.5 standards under City Ordinance No. 1316, as amended.
7. Have adequate illumination levels. The term “adequate” shall mean sufficient to allow inspection of a vehicle for damage at the time of release. At a minimum, there shall be one lighting fixture contained at least a 250 watt element for each ¼ acre of storage. Lighting shall be distributed to allow complete illumination of storage yard at night and shall be arrayed to allow a patrol officer to view individual vehicles in the storage yard from the public right-of-way consistent with Crime Prevention Through Environmental Design (“CPTED”) Standards.
8. Be accessible between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and 8:00 A.M. and 12:00 P.M. (noon) on Saturdays (excluding holidays), for releasing vehicles and/or property, without additional charge.
9. Have clearly visible and readable signage at the facility’s main entrance. Signs shall: 1) have letters at least two (2”) inches in height with a contrasting background; 2) be visible from at least 10 feet away; and 3) contain, at a minimum the following information:
 - (a) The contractor’s business name
 - (b) Street address
 - (c) Storage facility regular business hours
 - (d) Storage facility access telephone number (contractor or contractor’s employees responsible for allowing vehicle owner access to vehicles 24 hours per day 365 days per year)
 - (e) Contracted rate schedules, including the expected costs for any towing storage, labor, materials and supplies.
 - (f) Forms of payment for release of a vehicle; and
 - (g) Documents required for release of vehicles.

B. Business Office

A business office shall be located on the storage facilities premises and shall meet all City building and zoning codes. It shall have permitted power subject to the approval of the Building Official or his designee.

SECTION 8. PERSONNEL

All personnel shall meet the qualifications as set forth in the Arizona Administrative Code. Owners, managers, drivers and employees of contract tow companies shall not have ever been convicted of any offense relating to: homicide, kidnapping, assault, sexual offense or robbery, and shall not have ever been convicted of a violation of

A.R.S. § 28-1381 *et seq.* including driving under the influence of drugs or intoxicating beverages or a violation of A.R.S. § 28-693 (reckless driving) or a violation of A.R.S. § 28-695 (aggressive driving), while engaged in the operation of a tow truck or in any personal vehicle in the five years preceding submittal of this bid for towing services and shall not have been convicted of a crime involving fraud, embezzlement or theft in the five years preceding submittal of this bid for towing services. In addition, such individuals may not be serving any felony parole or probation while in contractual privity of contract with City and in the five years preceding submittal of this bid for towing services, and shall not be driving a tow vehicle while their driver's license is suspended, cancelled or revoked. All contract tow companies shall have available sufficient qualified personnel for the operation of their tow trucks and if applicable, depending on the gross vehicle weight rating of the towing vehicles, must have a state-issued Commercial Driver's License. All drivers shall operate the tow trucks in a safe and prudent manner and shall refrain from using profane and vulgar language in any public area while performing work as a tow company. Further, drivers, owners or operators of list companies shall not solicit or suggest a repair facility to the owner or driver of a damaged vehicle. Additionally, each driver shall wear a safety vest anytime they are in a roadway, including when hooking up vehicles to be towed and when cleaning debris from the scene.

All owners and managers shall have a minimum of three (3) years experience in the operation of a tow company and all drivers shall have a minimum of three (3) years towing experience. References shall be given to AJPD pursuant to this RFP and information shall be confirmed by AJPD staff. A complete background check of all owners, managers, drivers, and employees shall be conducted at the expense of the contract tow companies. A private investigator/company who is registered with the State of Arizona must be used for the background investigation. The private investigator must submit a letter to the Tow Sergeant certifying the contracted tow company employee meets the qualifications outlined above.

SECTION 9. VEHICLE STORAGE

A. General

Vehicles shall be taken directly to the tow company's storage facility unless the tow truck driver is advised differently by AJPD or the owner or driver of the vehicles. Unless prohibited under applicable law, such as A.R.S. § 28-3511, vehicles may be reclaimed from the storage yard upon request of vehicle owners and payment of all applicable fees as set forth herein.

Tow companies must immediately upon removal, immobilization, or impoundment of a vehicle, advise the 3511-hearing officer/tow coordinator at AJPD of the police report number, vehicle plate number, VIN, and year of a vehicle, so that AJPD can meet the three-business day reporting requirement to the AZ Crime Information Center database under A.R.S. § 28-3511.

For vehicles towed pursuant to A.R.S. § 28-3511 and § A.R.S. 28-3515, relating to "Unclaimed Vehicles" the following must be done: All contract tow truck companies that

take possession of a vehicle through abandonment must obtain a release for the vehicle. Contract tow companies must fill out and send the Apache Junction abandoned vehicle release form and a copy of the newly obtained title containing the contracted tow company's name to the Tow Sergeant.

B. Vehicle Storage Procedures

Contractors shall store all vehicles towed under the contract at the storage facilities designated herein, unless the vehicle is towed to an alternate locations specified by the owner, and subject to the following:

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

C. Property Inventory Reports

An AJPD officer shall prepare a vehicle property inventory report for every vehicle towed under the contract as soon as it is taken into tow company custody. Contractors/tow truck operators shall keep a copy of this vehicle property inventory. Contractors may remove personal effects from a vehicle and place them into secure storage to protect such personal effects from theft or loss. Any personal effects removed from a vehicle shall be tagged with the tow number, vehicle identification and vehicle license number and shall be described on the tow invoice inventory list.

SECTION 10. AVAILABILITY & E-MAIL COMMUNICATIONS

A. Availability

All contract tow companies shall have a person onsite to meet vehicle owners at the business office of their vehicle storage facility during normal business hours for the purpose of vehicle release or appraisal. "Normal business hours" are defined as 8 a.m. to 5 p.m. Monday through Friday, and Saturdays 8 a.m. to 12 noon, except the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. At all other times, the tow company shall have a telephone number prominently posted on the storage location for after hour release of vehicles. Contract tow companies are required to provide towing services 24 hours a day and every calendar day of the year. Contract tow companies shall not designate or send another tow company to substitute for them on their turn unless the requested tow requires a heavy-duty wrecker or due to inadequate equipment. Contract tow companies shall be prepared to respond or shall ask to be passed and shall provide a legitimate reason in writing within 24 hours after not making the call as to why they were unable to respond to the call.

B. E-mail Communications

Tow companies shall provide an active e-mail address to City for general notifications and specifically for gas surcharge trigger point notifications. Tow companies shall acknowledge such e-mail communications from City within two (2) business days.

SECTION 11. RESPONSE

Upon receiving a request for towing service, the contract tow company shall be responsible for dispatching their own truck 24 hours a day, 365 days a year, including weekends or holidays. Response time from the time of receiving the request from AJPD shall not be more than fifteen (15) minutes for arrival at the site designated by said request. This response time is critical so as not to unreasonably inconvenience citizens or victims or to unreasonably subject them to high personal risk due to inadequate police resources. Ten minutes may be added to this response time when deemed practical due to extreme cold weather which affects startup times for diesel engines. This response time does not give or imply any permission for any driver of a contract tow company tow truck to violate any law or ordinance. In the event that a tow truck driver is notified by an AJPD dispatcher to respond for tow service, and for some reason cannot do so, it shall be the responsibility of the tow company to notify the AJPD dispatcher within ten (10) minutes of their intention to "pass" and in writing within 24 hours as to why they passed on the call.

If a contract tow company passes on more than one rotation call per year, AJPD may request, in writing, the reason for the passes to determine if they were made with just cause. If it is found that the passes were made for unacceptable reasons, AJPD may take action against the contract tow company as more fully detailed within these specifications. If a contract tow company is going to be unavailable to respond to a rotation call, that contract tow company shall notify AJPD of the dates and times it will

be unavailable, as soon as possible. That contract tow company shall also notify AJPD upon its return to service.

SECTION 12. MAXIMUM RATE SCHEDULE

- (a) Tow Rates: No fees other than those listed on the rate schedule (Exhibit A) may be charged during performance of this contract unless otherwise exempted under this paragraph. These rates and fees shall apply 24 hours a day every day of the year, including weekends and holidays; except that outside normal business hours, tow companies may charge customer vehicle retrieval fees outside the attached designated fee schedule to accommodate vehicle owners for after-normal business hour tow company employee coverage and requests, as long as such fees are conspicuously posted at the public entrance

All rates shall apply to the use of a single tow truck. Contractors shall follow state law relating to disengagement of trailers from a vehicle requiring a tow. The disengaged trailer shall also be towed and be counted as a separate tow under Arizona law, as amended.

- (b) Storage Rates: Maximum allowable storage rates shall apply to each calendar day (midnight to midnight) in which a vehicle is securely stored in accordance with contractor's scope of work. Rates shall not apply for the calendar day on which a vehicle is picked up. Additionally, should a vehicle be stored pursuant to A.R.S. § 28-3511, storage rates/charges shall not, pursuant to A.R.S. § 28-3512, exceed \$15.00 per day and shall not incur a fuel surcharge. Upon request by a 3511 hearing officer coordinator, contract tow companies shall provide an itemized list of charges within 72 hours of the release of vehicle.

SECTION 13. REPORTING

A contract tow company shall not release any vehicle impounded by the Police Department without written authorization from AJPD. In all cases of vehicle releases, the contract tow company is solely responsible for determining that the vehicle is released to the owner as indicated by MVD records or their authorized agent.

SECTION 14. LICENSING

List companies shall maintain current state and city licenses for the operation of its business within the City. State licenses shall be those as required by the Arizona Administrative Code. City licenses shall be those as required by the Apache Junction City Code.

SECTION 15. RECORDS/AUDITS

A. Records

Each contract tow company shall maintain a record for each vehicle towed/stored under the contract. These records shall, at a minimum include:

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

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

B. Audits

On January 1st and July 1st of each calendar year the contract is in effect, each contract tow company shall prepare and submit a report to the Tow Sergeant setting forth the number of tows completed, when completed, which drivers performed the tows, duration of tow operation, amount of money received for City tows, including all related tow and storage charges, number of 3511 tows and associated driver and financial information on such tows, any complaints received and responded to on any City tows, and other operating information the Tow Sergeant deems necessary in order for a comprehensive audit by AJPD to be completed within sixty (60) days from the date the report is filed with the Tow Sergeant. (This requirement shall include at the minimum a copy of all information per tow set forth in subsection A above.) Such reports shall include information noted above for six-month increments. Failure to file the annual reports within thirty (30) calendar days of the above-noted deadlines shall result in termination of the contract with the City. Any information inadvertently provided which the City considers trade secrets will not be disclosed to any party without permission of the individual tow company and the City will consider it confidential and non-disclosable under applicable public records act law.

SECTION 16. SITE CLEANUP

Each contract tow company shall be responsible for the cleanup of the debris of the towed vehicle at the scene of accidents investigated by AJPD and to which they have responded. Tow company shall remain on-scene until released by the officer in charge of the investigation.

SECTION 17. CANCELLATION OF TOW SERVICE

After a contract tow company, has received a request for towing service, such a request may be cancelled at any time by AJPD or the owner or the authorized agent of the owner of the vehicle requested to be towed, unless AJPD believes that a hazardous situation or condition exists or may develop by the cancellation. If such request for cancellation is made prior to any portion of the tow truck's equipment being physically attached to the vehicle to be towed, then the contract tow company shall not charge for service. If this request is made subsequent to any portion of the tow truck being physically attached to the vehicle to be towed, then the contract tow company shall be allowed to charge for service even if for any reason said vehicle is not actually towed.

SECTION 18. SPECIFIC REQUEST CALL AND ORDER OF ROTATION ON ROTATION LIST

When AJPD or an owner or driver of a vehicle needs a tow truck and no preference is expressed by the owner or driver of a vehicle, the tow truck to be called will be the one at the top of the rotation list. A driver or vehicle owner has a right of refusal and can request a specific tow company be contacted to tow their vehicle as long as the requested tow company is approved by the officer on scene and can respond within a reasonable time, unless the officer believes that by honoring the request, the vehicle to be towed may contribute to a hazardous situation, or unless the vehicle is to be held or impounded by AJPD. In any event, the requested tow company shall comply with the response time set forth in these requirements. A specific request call will not be classified as a rotation list turn.

The cost for the specific request tow shall be billed directly to the driver or owner of the towed vehicle and shall not be a charge against the City.

SECTION 19. POLICE DEPARTMENT TOWS

In cases where a vehicle has been impounded by AJPD and towed to AJPD or City storage lot, a contract tow company shall be used. When a vehicle is subsequently released by AJPD and needs to be towed to a storage facility, the original contract tow company will be utilized. This second tow will not be classified as a rotation list turn.

SECTION 20. CHOICE OF TOW

AJPD has the option to call more than one tow company should there be a need for additional tow trucks in any given accident or another situation. If a hazardous situation exists, the first tow company to arrive at a scene shall, at AJPD's direction, remove any vehicle(s) constituting or contributing to the hazard. Refusal of the tow can constitute automatic elimination from the tow list and termination of that company's contract.

SECTION 21. OFFICER AUTHORITY

Investigating officers in the field or their sergeants shall make all operational decisions based on the circumstances at the accident scene.

SECTION 22. INSURANCE

The Contractor shall at all times during the term of this Contract maintain public liability and property damage insurance coverage, both general and automotive liability, as shall protect it and the City from all claims for bodily injury, including accidental death, in the minimum amount of \$1 million per occurrence, \$2 million aggregate for commercial general liability, including contractual liability as indicated on the attached certificate of insurance. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business. Garage liability coverage shall be required for minimum limits of \$1,000,000 per accident, \$2,000,000 aggregate motor truck cargo "on hook" liability is required at a minimum limit of \$50,000. Garage keeper's legal liability coverage is required with a minimum limit of \$100,000 per location.

The contract tow companies shall also procure and maintain in full force and effect during the term that they are on the rotation list, fire, theft and vandalism coverage. All such policies shall require the insurance company involved to notify AJPD at least thirty (30) calendar days prior to the expiration or any cancellation of the required policies, and the contract tow company must furnish the City with the certificate of insurance with respect to all such policies naming the City as an additional insured.

SECTION 23. INDEMNIFICATION AND HOLD HARMLESS

Contract tow companies shall defend, indemnify and hold the City harmless against: (1) any and all losses and liability for personal injury, death or property damage arising out of, or as a consequence of, any work performed under the contract; (2) any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney fees; and (3) any and all penalties and damages incurred by reason of the contract tow company's failure to obtain any permit or license under, or comply with any applicable law, ordinance or regulation.

Exhibit A
TOW FEES AND COSTS – Project No. PD 2016-04

Towing (All Day, Any Day)	
Light Duty	\$80 1 st hour \$20 every 15 minutes after
Medium Duty	\$160 1 st hour \$40 every 15 minutes after
Gate	\$55 light/medium vehicles
Additional Services	
Dolly	\$55 light vehicles, plus hourly rate \$110 medium vehicles, plus hourly rate
Winching (per foot)	\$2 light vehicles for one cable, plus hourly rate \$4 medium vehicles for one cable, plus hourly rate
Helper (per hour)	\$48.00
Bumper Removal	No fee for light vehicles; \$60 medium vehicles, plus hourly rate
Driveline Removal	No fee for light vehicles; \$60 medium vehicles, plus hourly rate
Storage (Per Day)	
Passenger Vehicle	\$40.00
Passenger Vehicle w/ trailer	\$80.00
Motor Home	\$80.00
Bus	\$80.00
Other	
Towing Boat under 25 ft.	\$40 (considered light vehicle)
Inside Storage	\$65.00
Over Ton Storage	\$110.00
Additional Charges	
Up righting	\$80/hour light or medium vehicles
Off road	\$145 light vehicles; \$175 medium vehicles
Skates	\$35 light vehicles; N/A all others
Fuel Service Charges	\$20 if gas price is above \$3.50/gallon
Flat Bed	N/A light vehicles; hourly rate for medium vehicles
<p>Due to the volatility of fuel pricing, the following table shall be in effect based upon current fuel price average. Once the fuel price average exceeds a trigger point as indicated in the table below, the corresponding fuel surcharge may be added to the pre-tax portion of the tow bill, excepting any portion of 3511 storage fees which are mandated by the State of Arizona and are not subject to the fuel surcharge.</p>	
Fuel Surcharges	
Current Fuel Price Average (Trigger Point Price for Increase)	
\$4.01	5% fuel surcharge
\$4.51	10% fuel surcharge
\$5.01	15% fuel surcharge
\$5.51	20% fuel surcharge
\$6.01	25% fuel surcharge
\$6.51	30% fuel surcharge

Exhibit D

**PROPOSAL QUESTIONNAIRE
CITY OF APACHE JUNCTION
PROJECT # PD 2016-04
TOWING AND VEHICLE STORAGE SERVICES**

Bidder shall answer and submit the following information with its proposal. The City of Apache Junction will use its discretion in reviewing answers to these questions in determining Bidder's responsiveness and responsibility.

I. Availability of necessary equipment

1. Include a detailed list of vehicles (including quantity) available for use with this contract. List truck specifications and equipment carried on these vehicles. (Attach separate sheets.)

2. Indicate your answer to the following:

_____ I own a HD tow vehicle

_____ I will subcontract HD towing services

If subcontracted, indicate name and address of subcontracted vendor and equipment information: _____

3. Indicate your answer to the following:

_____ I own a Tractor Trailer vehicle for hauling of disabled HD vehicles

_____ I will subcontract these services

If subcontracted, indicate name and address of subcontracted vendor and equipment information: _____

4. Do you have service only vehicles in your fleet?

Yes _____ No _____

II. Availability of necessary staffing

5. Indicate number of employees in the following positions (this information is only for named firm)

Total number of employees _____

Management total _____

Office staff total _____
Drivers _____
Lot personnel _____
Other _____

Additional information _____

III. Storage lot location and facilities

6. List your business address.

7. List location for your dispatch center.

8. What is the size of the primary storage lot for the City of Apache Junction?

What is the average available capacity of your primary storage lot (state in number of vehicles)?

9. Do you have an office located at your primary storage lot for the City of Apache Junction?

Yes _____ No _____

10. Does this location have an indoors waiting room and telephone access for customers?

Yes _____ No _____

11. List location of your approved/anticipated primary storage lot for the City of Apache Junction.

If storage lot is leased, provide the terms of the lease and the name and address of the lessor.

12. List, in detail, security features at the primary storage location for the City of Apache Junction.

13. Is the location of the primary storage lot for the City of Apache Junction within the taxable boundaries of the City of Apache Junction?

Yes _____ No _____

If NO, complete the following:

Primary storage lot for the City of Apache Junction is _____ miles from the borders of the City of Apache Junction

14. Do all your secondary storage lots meet the requirements of this proposal?

Yes _____ No _____

15. What are the sizes of your secondary lots? _____

16. Do you have an office located at all your secondary storage lots?

Yes _____ No _____

17. Do all your secondary storage lots have a parking area for customers?

Yes _____ No _____

18. Do all your secondary storage lots have an inside waiting area and available telephone access for customers?

Yes _____ No _____

19. List location of all your approved secondary storage lots. (Attach sheets if necessary.)

If storage lot(s) is leased, provide the terms of the lease and the name and address of the lessor.

20. List, in detail, security features at all secondary storage lots. (Attach sheets if necessary.)

21. Is the location of the secondary lots within the taxable boundaries of the City of Apache Junction (Attach sheets if necessary)?

Yes _____ No _____

If NO, complete the following:

Secondary storage lot is _____ miles from the borders of the City of Apache Junction

Indicate who provides the following services for the secondary storage lots:

Police Protection _____
Fire Protection _____

IV. Customer services to be provided

22. What are your hours of operation for storage lot personnel and what holidays are observed?

23. Will owners, or owner's agents, be able to make payment at the same site the car is stored?

Yes _____ No _____

If NO, explain below:

24. What is the distance to the nearest public transportation of your primary storage lot for the City of Apache Junction? Give complete details.

25. What is the distance to the nearest public transportation of all your secondary storage lots? (Attach sheets if necessary.) Give complete details.

V. Qualifications and stability of firm and principals

26. Has your firm been the debtor of a bankruptcy?

Yes _____ No _____

If YES, explain below:

27. Is your firm in the process of or in negotiations toward being sold?

Yes _____ No _____

If YES, explain below:

28. Has your firm been debarred from contracting with any local, state or federal governmental agency?

Yes _____ No _____

If YES, explain below:

29. Has a governmental or private entity terminated your firm's contract prior to contract completion?

Yes _____ No _____

If YES, explain below:

30. Is a governmental entity currently investigating an owner, partner or officer of your firm?

Yes _____ No _____

If YES, explain below:

31. Does your firm have outstanding judgments pending against it?

Yes _____ No _____

If YES, explain below:

32. Has your firm or any of its owners, partners or officers, been assessed penalties or found to have violated any laws, rules or regulations enforced by governmental agencies related to the towing industry? This does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes _____ No _____

If Yes, explain below:

A) Has any owner, driver, manager or employee of your firm ever been convicted of the following felonies: felony homicide, felony kidnapping, felony assault, felony sexual offense, or felony robbery?

Yes _____ No _____

If Yes, explain the circumstances of the conviction(s), including dates, any victim contact information, and any criteria the City should consider as mitigating circumstances that constitutes complete rehabilitation. Attach additional pages if necessary.

If Yes, also attach a copy of the Conviction, Judgment and Sentencing Order and any Restoration of Civil Rights Order(s).

B) Has any owner, driver, manager or employee of your firm been convicted of a crime involving fraud, embezzlement or theft in the five years before submittal of this bid?

Yes _____ No _____

If Yes, explain the circumstances of the conviction(s), including dates, any victim contact information, and any criteria the City should consider as mitigating circumstances that constitutes complete rehabilitation. Attach additional pages if necessary.

If Yes, also attach a copy of the Conviction, Judgment and Sentencing Order and any Restoration of Civil Rights Order(s).

C) Has any owner, driver, manager or employee of your firm ever been convicted of a DUI, reckless driving, or aggressive driving violation while operating a tow truck?

Yes _____ No _____

If Yes, explain the circumstances of the conviction(s), including dates, any victim contact information, and any criteria the City should consider as mitigating circumstances that constitutes complete rehabilitation. Attach additional pages if necessary.

If Yes, also attach a copy of the Conviction, Judgment and Sentencing Order and any Restoration of Civil Rights Order(s). In addition, such individuals may not be serving any felony parole or probation while in contractual privity of contract with City.

D) Has any owner, driver, manager or employee of your firm been convicted of a DUI, reckless driving, or aggressive driving in any vehicle in the five years before submittal of this bid?

Yes _____ No _____

If Yes, explain the circumstances of the conviction(s), including dates, any victim contact information, and any criteria the City should consider as mitigating circumstances that constitutes complete rehabilitation. Attach additional pages if necessary.

If Yes, also attach a copy of the Conviction, Judgment and Sentencing Order and any Restoration of Civil Rights Order(s). In addition, such individuals may not be serving any felony parole or probation while in contractual privity of contract with City.

E) Is any owner, driver, manager or employee of you firm currently serving or has served felony parole or probation in the five years preceding submittal of this bid for towing.

Yes _____ No _____

If Yes, explain the circumstances of the conviction(s), including dates, any victim contact information, and any criteria the City should consider as mitigating circumstances that constitutes complete rehabilitation. Attach additional pages if necessary.

If Yes, also attach a copy of the Conviction, Judgment and Sentencing Order and any Restoration of Civil Rights Order(s). In addition, such individuals may not be serving any felony parole or probation while in contractual privity of contract with City.

33. Is submitting firm a parent, subsidiary, partner, holding company or affiliate of another firm?

Yes _____ No _____

If Yes, provide complete details on ownership and relationships

Which of these firms will submit a proposal to the City of Apache Junction?

34. What year was your firm, under the present ownership configuration, founded?

35. How many years has your firm been in continuous operation under current name?

36. List the Names and Addresses of partners or principal officers and directors:

VI. References

37. List three (3) references for which you have held towing contracts (government preferred) and the length of time that you have held these contracts.

Company or Agency	Contact	Phone	Years
-------------------	---------	-------	-------

VII. Overall response to RFP

38. Do the services you intend to furnish meet or exceed the requirements of the General and Specifications section of this RFP and will you agree to the Responsibilities of the Contractor?

Yes _____ No _____

If NO, explain below:

39. Insurance: provide name of insurance and bonding carriers that provide coverage for your company.

Liability Carrier	Contact	Phone
-------------------	---------	-------

Bonding Carrier	Contact	Phone
-----------------	---------	-------

40. Did you include copies of all required licenses and permits?

Yes _____ No _____

41. Do you agree to the fixed Tow Fees and Costs set forth in Exhibit A, and will you consistently apply such prices to all customers to whom these provisions apply?

Yes _____ No _____

If NO, explain below:

*** AUTHORIZATION TO CONDUCT AN INVESTIGATIVE BACKGROUND CHECK AND CONSENT FOR RELEASE OF PERSONAL INFORMATION**

As part of the process for evaluating Bidders, I understand investigative inquiries, which may include fingerprinting, will be made by the City in which information is obtained through contact with criminal records sources, Department of Public Safety, the Federal Bureau of Investigations, educational and vocational institutions (both public and private), certification boards and licensing agencies, personal and professional references and business associates and other parties with whom the prospective Bidder is acquainted.

I hereby acknowledge that I have read and understand the paragraph above and I hereby authorize and request any present or former employer, education or vocational institution (both public and private), law enforcement agencies or other individuals having knowledge about me to furnish the City of Apache Junction, Arizona with any and all such information in their possession and I hereby waive any and all privacy rights that are associated with such information being disseminated to the City of Apache Junction for the purposes of this tow services Request for Proposals.

Name (please print): _____

DOB: _____ SSN: _____ DL #: _____

Address: _____

Signature: _____

Date: _____

If name has changed, print, former name(s) and any aliases below:

Title of Position: _____

Company: _____

*** THIS FORM MUST BE SUBMITTED FOR ALL REPRESENTATIVES OF EACH TOW COMPANY (OWNERS, MANAGERS, DRIVERS, AND OTHER EMPLOYEES). FAILURE TO SUBMIT COMPLETED FORMS FOR ALL APPLICABLE PERSONNEL WILL RESULT IN DISQUALIFICATION FROM THE PROCESS. PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY.**

*** CHECKLIST OF REQUIRED DOCUMENTS TO BE SUBMITTED BY BIDDERS**

***** Bidders shall indicate by initialing below that each of the following have been included in the response:

- _____ One signed and complete original of Exhibit B, Understanding and Agreement
- _____ Exhibit C, Exceptions/Additions/Corrections
- _____ One signed original and four complete duplicate copies of proposal submittal
- _____ Copies of State Licenses, Local Licenses and permits necessary for operation of business
- _____ Detailed list of vehicles and equipment available to service this contract
- _____ State Corporation Commission documents (must include information on all holdings)
- _____ Exhibit D, Proposal questionnaire
- _____ Authorizations to Conduct an Investigative Background Check and Consent for Release of Personal Information (from all firm personnel, to include owners managers, drivers, and other employees)

Date: _____

Signature of Bidder

Printed Name of Bidder

Exhibit E

**CERTIFICATE OF INSURANCE
CITY OF APACHE JUNCTION
PROJECT # PD 2016-04**

The _____ certifies that the following insurance policies have been issued on behalf of:

NAME OF INSURED: _____

ADDRESS OF INSURED: _____

	Type of Insurance	Policy Number	Effect. Date	Expire Date	Limits of Liability
1.	Workman's Compensation				\$100,000 Each Accident; \$100,000 Each Disease, \$500,000 Disease Policy Limit
2.	Commercial General Liability				\$1,000,000 Each Occurrence; \$2,000,000 Products/Completed Operations Aggregate; \$2,000,000 General Aggregate Limit
3.	Contractual Bodily Injury & Property Damage				\$1,000,000 Each Occurrence
4.	Professional Liability				\$1,000,000 Each Claim
5.	Automobile Bodily Injury & Property Damage				\$1,000,000 Each Occurrence
6.	Garage Liability				\$1,000,000 Each Occurrence; \$2,000,000 General Aggregate Limit
7.	Cargo "On Hook" Liability				\$50,000 Each Accident
8.	Garage Keeper's Liability				\$100,000

It is further agreed that these policies shall not expire, be canceled or changed until all work has been completed and the project has been accepted by the City of Apache Junction. If a policy does expire during the life of the contract, a renewal Certificate of the required coverage must be sent to the City of Apache Junction City Clerk and City Attorney not less than thirty (30) calendar days prior to expiration date. This Certificate is not valid unless countersigned by an authorized representative of the Insurance Company. The Certificate of Insurance must also provide that the City, its officers, employees and agents are additional insured parties.

Date: _____ Countersigned by: _____

Title: _____

SUBSCRIBED AND SWORN TO before me this _____ day of 20__ by

_____ as Insurer.

Notary Public

My Commission Expires: _____

Exhibit F

[DRAFT]

**CITY OF APACHE JUNCTION
AGREEMENT FOR TOWING AND VEHICLE STORAGE SERVICES
PROJECT NO. PD 2016-04**

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and _____, an Arizona corporation ("Contractor"), both being referred to as the "Parties" collectively or individually as a "Party".

RECITALS

- A. Contractor has responded to City's request for proposal via RFP PD 2016-04, in which Contractor asserts its willingness, ability and qualifications to provide this work and service.
- B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the services.
- C. City has complied with the public bidding requirements under Arizona Revised Statute Titles 28 and 34 and Apache Junction City Code Article 3-7.

AGREEMENT

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. PROJECT DESCRIPTION: Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the duties and obligations (the "Work"), in accordance with the contract documents as fully described in the Notice Inviting bid Proposals for Project No. RFP PD 2016-04 which includes all required specifications.

2. PRICES: Prices shall be governed under Exhibit A for the performance of the Work under the contract documents.

3. CONTRACT TERM: The Term of this Contract shall be performed from April 3, 2017 through April 3, 2024.

4. LABOR AND MATERIALS: Unless otherwise provided in the contract documents, Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, utilities,

transportation, other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5. TAXES: Contractor shall pay all license, sales, consumer, transaction privilege, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than City.

6. PERMITS & FEES: Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. City permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time Work is performed. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. If there are taxable activities, a business license shall be converted to a transaction privilege tax license by the Contractor and any subcontractors through the City Clerk's Office. Further, Contractor agrees to pay all applicable privilege and use taxes that are applicable to the activities, products and services provided under this Agreement.

7. INDEPENDENT CONTRACTOR: Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent Contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the

delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work required by the contract documents. Contractor shall be responsible to City for the acts and omissions of its employees.

8. INDEMNIFICATION: Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify City, its Special Districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

9. GOVERNING LAW AND VENUE: The terms and conditions of this agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any terms of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including reasonable attorney fees to be determined by the court in such action.

10. INSURANCE: Contractor, at its own expense, shall purchase and maintain the minimum insurance as specified in the Arizona Administrative Code for providing Tow Services, and other additional requirements set forth herein.

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

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

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers Compensation, shall contain waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or services.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

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

The insurance policies, except Workers Compensation, required by this Agreement, shall name City, its agent, officers, officials and employees as additional insured parties.

REQUIRED COVERAGE

Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include

coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011-93 or any replacement thereof. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business. Garage liability coverage shall be required for minimum limits of \$1,000,000 per accident, \$2,000,000 aggregate Motor truck cargo "on hook" liability is required at a minimum limit of \$50,000. Garage keeper's legal liability coverage is required with a minimum limit of \$100,000 per location.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office Inc.'s Additional Insured, Form CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, City and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

Workers Compensation (Not Applicable to Sole Proprietorships)

Contractor shall carry Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Contractor will require subcontractor to provide Workers Compensation and Employer's Liability to at least the same extent as required of Contractor.

CERTIFICATE OF INSURANCE

Prior to commencing work or services under this Agreement, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance, to be filed with the City Clerk of City.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

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

11. SUCCESSORS & ASSIGNS: City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to or to become due to it without the previous written consent of City.

12. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

13. SAFETY: Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

14. RIGHTS & REMEDIES: The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or

Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

15. TERMINATION OF CONTRACT: If, for any reason, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under the contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the contract, or if the Contractors, owners, managers, drivers, and employees are convicted of any crimes listed in the Special Provisions & Specifications during the term of this contract the City shall thereupon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date thereof.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor.

The City may terminate the contract at any time by giving at least twenty-four (24) hours notice in writing to the Contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid for the time expended and expenses incurred up to the termination date.

16. APPEALS: All contractual grievances shall be submitted in writing to the Tow Sergeant within five (5) calendar days after the difference of opinion or grievance occurs relating to any of the provisions of the terms of this Agreement. Within five (5) calendar days of receiving a written grievance, the Tow Sergeant shall respond in writing to the tow company. The tow company may within five (5) calendar days appeal this decision to the Tow Lieutenant if the appeal is denied, who shall have five (5) calendar days to respond to the tow company. The tow company shall have five (5) calendar days to appeal to the Tow Captain if the appeal is denied, who shall have five (5) calendar days to respond to the tow company. The tow company shall have five (5) calendar days to appeal to the Police Chief if the appeal is denied, who shall have five (5) calendar days to respond to the tow company in writing. The Police Chief's decision shall be final and binding, subject only to a further appeal by the tow company in the Pinal County Superior Court pursuant to A.R.S. § 12-901, *et seq.*

17. RECORDS: Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that

retention period for examination or audit by City personnel during regular business hours.

18. AMENDMENT: It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties.

19. SEVERABILITY: City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, City Code or City Charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

20. CONFLICT OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

21. COMPLIANCE WITH FEDERAL AND STATE LAWS: The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of Subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

22. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance shall constitute a material breach of this Agreement.

23. PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this _____ day of _____, 20__.

Contractor:

By: _____

SAMPLE – Do Not Sign

Title: _____

**SAMPLE – Do Not
Sign**

CITY OF APACHE JUNCTION
an Arizona municipal corporation

**SAMPLE – Do Not
Sign**

By: Jeff Serdy

Title: City Mayor

ATTEST:

**SAMPLE – Do Not
Sign**

Kathleen Connelly
City Clerk

APPROVED AS TO FORM:

**SAMPLE – Do Not
Sign**

Richard J. Stern
City Attorney

