

**Celebrating 30 Years of Service
1979-2009**



KNOWLTON TOWING, INC.

(623)934-7966

LICENSED • BONDED • INSURED

LIGHT • MEDIUM • HEAVY DUTY

TOWING & RECOVERY SPECIALISTS

City of Peoria RFP

Solicitation No.: P09-0030

January 20, 2009

Copy

7609 West Hatcher Road
Peoria, Arizona 85345-6645
(623)934-7966 * (623)979-6399

KNOWLTON TOWING, INC.

www.KnowltonTowing.com



January 19, 2009

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, AZ 85345

RE: Solicitation No.: RFP P09-0030

PROJECT UNDERSTANDING & APPROACH

Our organization currently provides the scope of work presented for solicitation number P09-0030 to the City of Peoria. Knowlton Towing, Inc. understands the work requirements of this contract with the experience we gathered from providing heavy towing services to Peoria's maintenance facility before it relocated to 8850 North 79th Avenue from its location on 91st Avenue and Scotland. Items one through fifteen of the scope of work section are practiced and implemented in our daily business practices for our current contract with the City of Peoria. Our firm is one of many contractors for the Department of Public Safety requiring our fleet of trucks to be identified with our business name, location, and phone number along with their inspection seals. In addition our personnel was required to obtain finger prints for the Department of Public Safety to perform back ground checks to ensure they met personal qualifications to operate a tow truck. Our operators currently in our employ are the same operators removing drive shafts and reinstalling them and possessing the tools, training, and expertise to pull axles for the process of towing the City's fleet at a minimum of seven years maximum of 30 years. Our company intends on continuing with the City's approval to make our services available 24-7 365 days a year for which we have demonstrated over the years.

Our company's plan and method of approach is to continue providing the professional heavy equipment towing services to the City of Peoria as we have demonstrated throughout our business relationship of **Thirty Years**. Our firm's success is based on our availability, experience, and fair prices. Our company, personnel, and equipment are all located at our location at 7609 West Hatcher Road in

Peoria, Arizona. Our entire organization is familiar with city vehicle towing, the repair destinations, and processes required to unload refuse at the landfill. In addition, our firm knows the local truck dealers designated by the City's fleet service department with our previous years of encounters at those locations. Our **24-hour telephone number of 623-934-7966** is answered by one of our family staff members listed during business hours, after business hours, and weekends 365 days a year. Upon receiving a request for towing service we alert our operators with text messages with all details of the towing request, and follow up with a phone call to confirm receipt of dispatch. In the thirty years, of our association with the City of Peoria our response time to towing requests meets or exceeds the time requirements of this solicitation. We continue to maintain all records and a master log of all vehicles towed for all work we perform. Our operators obey all traffic laws at all times and their motor vehicle records reflect their accordance with the rules and regulations of state and local laws. Our plan and method of approach continues below with our equipment we utilize to perform heavy equipment towing services.

We own and operate equipment from little to big qualifying us as a complete towing company to satisfy the scope of work specifications. Our equipment and personnel are inspected and certified by the Department of Public Safety. All of our tow trucks obtain all the proper tools, chains, and supplies necessary to provide all towing services. Our certified mechanic maintains and inspects our fleet to ensure safe and efficient operating conditions. In our experience with the City of Peoria your safety practices have avoided any extraordinary situations. However, we have experienced rollovers, burned vehicles, and mountainside rescues with the Department of Public Safety and Maricopa County Sheriff's Office throughout our years of service. Site cleanup is another circumstance we experience on a daily basis with our encounters with DPS or MCSO. The following photograph demonstrates our experience with site clean up of an extraordinary situation.

Extraordinary Situation - Rollover & Site Clean Up in 2008 for Peoria Police Department



The following list of equipment illustrates sufficient tow vehicles to continue providing the towing services and time requirements listed in this solicitation. We updated our fleet since our last contract beginning in 2002 with the City of Peoria. One of a few changes to our firm to maintain safety and enable us to tow the heavier equipment that the ever changing transportation industry incorporates onto our city streets. We represent our ability to continue performing the scope of work with a few photographs placed throughout this document.

Medium Duty Wrecker towing a streets boom truck.



TOWING VEHICLES

Year	Make	License #	Winch Capacity	Class
1996	International	CB35982	60,000 lbs	Heavy
1997	International	CC71260	50,000 lbs	Heavy
1997	International	CD37105	50,000 lbs	Heavy
1996	Kenworth	CA84926	20,000 lbs	Medium
2004	Ford Flatbed	CC54655	18,000 lbs	Medium

In addition, to the tow vehicles above we operate a fleet of tractors to haul our transport trailers and Cozad trailers. Our fleet includes a rotational crane shown in the picture on page six of this document loading a building for our City of Peoria at Rio Vista Park. We have updated our transport equipment to include a new trailer that is legally capable of hauling fire equipment without exceeding height requirements for city streets. We possess the only trailer of its make and model to accomplish the task of safely hauling equipment with higher height and weight capacities. The photograph below illustrates our new trailer at work.

TRACTORS

Year	Make	License #
1994	Peterbilt	CA02571
1993	International	4TM 418
2000	International	4TW028
1998	Peterbilt	1TL022

TRAILERS

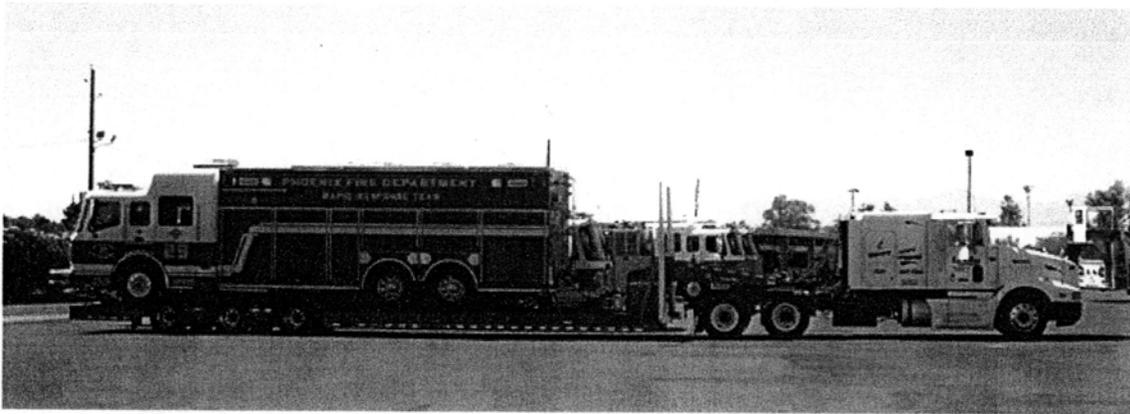
Year	Make	License#
2006	Landoll	R55734
2003	Kalyn	M05725
2007	Trailenze	T79123
1983	JerrDan	5T1639

2007 Trailenze Trailer



WORK PLAN

Our task schedule and work plan is to continue maintaining our equipment, tools, and tow trucks. We guarantee our availability, you call we will haul in a safe and expedient manner from our one location here in Peoria. We consider our personnel, family requiring them to wear their safety vests and obey all laws for the customer's, the public's, and their safety. We currently possess no complaints for driver misconduct using vulgar language or profanity. We only hire individuals who present themselves in a professional, responsible, and respectful manner. Our current family of employees have established themselves as respectful family men and women of our community. Our plan is for our employees to carry identification cards to establish compliance with the scope of work. Our office management reminds our towing specialists at our monthly safety meetings to continue keeping complete records of vehicles towed and complete explanations of work completed on the job. The task schedule and work plan for all City units is to get them to the landfill and then on to the proper service facility directed by fleet maintenance. Our response time will continue to meet your forty-five minute requirement without hesitation with our convenient Peoria location. We recently donated our services to the Peoria Fire Department for a DUI demonstration at Peoria High School by providing towing services of a wrecked vehicle on and off site. Our work plan and task schedule regarding donation of our time or services to the fire department and local Peoria schools is something we wish to continue for our community safety.



CITY INVOLVEMENT

We take pride in our ability and flexibility to handle and utilize the best equipment and tools available, and to produce unique and practical solutions for each job. We will require minimal involvement from City staff, since our entire staff is familiar with everyone and the equipment possessed by the City of Peoria. The selection of Knowlton Towing, Inc. to continue providing heavy towing services to your City will provide a peace of mind that the job will get done safety and expediently. Our firm's experience with the City allows for only a phone call of involvement to get the process started to secure and return our City's vehicles to the proper location. We still request the following information to assist us in sending the correct equipment to perform our services, and should be given to the dispatcher pertaining to the disabled unit:

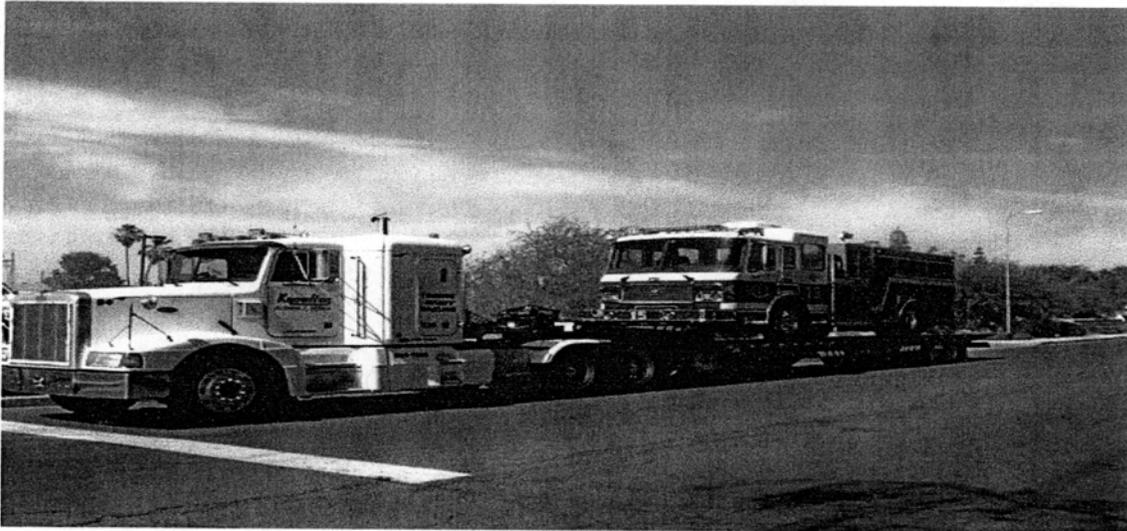
Year, Make, and Model
Location
Unit Number

Reason for Disablement
Loaded or Empty Unit
Destination of Towed Unit

EXPERIENCE

Again, our company currently provides the scope of work services to the heavy equipment fleet for the City of Peoria. Our firm's experience developed daily from our beginning in 1979, and continues today in the light, medium, and especially heavy duty towing industry. Our expertise exists with daily encounters throughout the years from rollovers, sanitation trucks, vacuum trucks, sweepers, backhoes, etc. disabled on city streets or on the freeways of Arizona. We have hands on experience with state, county, and city municipalities on a daily basis. The City of Phoenix, City of Glendale, and your City of Peoria entrust our firm to provide our towing services to their entire fleet of vehicles particularly their fire, streets, and sanitation equipment. The Peoria Unified School District currently contracts our firm to provide towing services to their buses, vans, and non-pupil transportation. The Department of Public Safety and Maricopa County Sheriff's Office continues to entrust our company to provide our towing services with positions on their respective towing rotation lists. Knowlton Towing, Inc. continues to dedicate our services to the roadways of Arizona and understands the responsibility associated with the task of towing heavy duty equipment in a safe and expedient manner.

We are family owned and operated from our location right here in Peoria, Arizona. The Knowlton family has been residents of Arizona since 1967. The family currently resides in Peoria, being a community members for 10 years. We have watched our city and state grow, and continue to grow ourselves. We maintain limited growth that we are comfortable with to enable us to care for our customers, employees, and families. We submit this solicitation with the continued intention of devoting our equipment and operators for heavy duty equipment towing services as we have demonstrated for years to our City of Peoria.



We at Knowlton Towing, Inc. take great pride in the employees we send to the customer job site to represent our company. Each individual has been trained in his or her field of expertise for many years. Their training began in the field (on the job training) and continues in our daily activities at our facility. The training includes the correct methods to towing procedures, on the job safety procedures, new laws and regulations, and how to represent the customer in a professional manner. Our towing specialists know the high standards we expect, and perform their task, without exception, as well as it can be done. Our employees maintain a clean professional image by wearing uniforms, and utilizing their class three safety vests. We consider our organization lucky for maintaining a low turnover rate with our employees. Our family of employees are available 24 hours a day 7 days a week. During normal business hours our employees are dispatched from our one business office located right here in Peoria. The majority of our operators live within Peoria, allowing for prompt after hours response. Each towing specialists possess' a commercial driver's license. Presently, the following individuals correspond and work with the City of Peoria staff, and are familiar with the scope of work required by this new solicitation. The following information is included to illustrate our employee loyalty and family employment.

Employee Information

Name:	George Knowlton	Tracy Eckelberry	Markus Ludvigsen
Position:	President/CEO	Towing Specialist	Towing Specialist
Responsibilities:	Tow truck operation Recovery operation	Tow truck operation Recovery Operation	Tow truck operation Trailer operation
Years Experience:	30 Years	28 Years	12 Years
Name:	Jason Besco	Gary Sievers	Jennifer Knowlton-Ludvigsen
Position:	Towing Specialist	Towing Specialist	Sec/Treasurer
Responsibilities:	Tow truck operation Recovery operation	Tow truck operation Medium duty flatbed	Dispatching Office Mgt.
Years Experience:	16 Years	16 Years	21 Years
Name:	Mary Knowlton	Jeremy Lageschulte	Georgina Knowlton-Lageschulte
Position:	Vice President	Dispatcher	Office Management
Responsibilities:	Dispatching Office Mgt.	Dispatching Customer Relations	Dispatching Customer Relations
Years Experience:	30 Years	6 Years	13 Years

An illustration of our crane loading a portable building for the City of Peoria at Rio Vista Park.



SUPPORT DATA

We encourage you to take a moment and view our website that illustrates our firm's experience and ability to perform the scope of work for this solicitation at www.knowlton towing.com. Please provide any feedback or suggestions to our e-mail at knowlton towing@aol.com. The photographs inserted in this document present our firm's ability to continue performing the scope of work for this solicitation.

Medium duty hauling equipment



In conclusion, we have thirty years of heavy equipment towing experience and have provided this professional service to the City of Peoria during that time. Over the years our company has established a reputation of furnishing towing services that meet and exceed our customer's expectations and delivered on time. We strive to treat our customers with responsive personalized service because every job is important to us. These are the key elements that allow Knowlton Towing, Inc. to remain in business for thirty years and especially in poor economic times. The only changes we have made to our organization are improvements to keep up with new technology and heavier equipment. Our company and its personnel like you remain citizens of Peoria, Arizona, paying city taxes and keeping Peoria's economy in Peoria.



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
 - a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
 - b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
 - d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.
3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.
4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.
5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.
6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.
7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.
8. **NEW:** All items shall be new, unless otherwise stated in the specifications.
9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.
12. **AWARD OF CONTRACT:**
 - a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all proposals, or portions thereof, or
 - (3) Reissue a *Request For Proposal*.
 - c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (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 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 agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

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

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who



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provide services under this agreement or any subcontract. "Services" is 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.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.



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11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, 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 the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



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its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.



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18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
- Waive the non-conformance.
 - Stop the work immediately.
 - Bring material into compliance.
- This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.



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29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Heavy Equipment Towing Services.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for Ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.
5. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price Term Indefinite Quantity
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months
9. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
10. **Pre-Proposal Conference:** A conference will be held at the City Hall Campus:

ADDRESS: 8401 W. Monroe Street
Peoria, Arizona 85345
Pine Room

DATE: Wednesday, January 7, 2009

TIME: 2:00PM, Local Time



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The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

11. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. The proposals should be submitted in the maximum length requirements and contain the requested information as specified below. :

a. Proposal Content - the following items should be addressed in the proposal submission.

i. Project Understanding and Approach (maximum 10 pages)

- Provide your firm's understanding of the scope of work required for this project.
- Provide a plan and method of approach to provide the services being requested. Describe in detail the efforts your firm will undertake to satisfy the requirements of the "Scope of Work" section. Indicate if any additional tasks are necessary and/or advisable. Include as part of this section a listing of the equipment and vehicles that will be utilized to perform the services being requested.
- Work plan and task schedule to accomplish the required Scope of Work.
- Anticipated City involvement for successful completion of the required Scope of Work. Describe in detail the information and assistance you will require from City staff in both the start up of the program and as an ongoing requirement. Also, describe in detail any ongoing coordination with the City.

ii. Experience (Maximum 5 pages)

- Describe your firm's experience in providing Heavy Equipment Towing Services.
- Designate the individual(s) who will be working and corresponding with City staff. Provide a brief description of their experience, office location, and accessibility along with a complete resume.

iii. Cost (Maximum 1 page)

- Complete the Provided Price Sheet

iv. References (Maximum 2 pages)

- Three (3) Owner references from completed or ongoing projects within the last five (5) years
- Please use the reference sheet provided

v. Additional Support Data

- Provide samples of any relevant brochures, literature, industry statistics or other information.

12. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.



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13. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
14. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Project Understanding and Project Approach.
 - b. Experience.
 - c. Cost.
 - d. References.
 - e. Conformance to Request for Technical Proposals.
15. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
16. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. **PRICES SHALL NOT BE READ.** After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
17. **Performance Warranty:** Contractor warrants that the services rendered in performance will conform to the requirements and to the highest professional standards in the industry field.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
19. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
20. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
21. **Taxes:** Prices offered shall not include applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.
22. **Payments:** The City shall pay the Contractor based upon work performed and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
23. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will



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determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

24. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
25. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

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

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the 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 the City.

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

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

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The 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 the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

26. **Required Insurance Coverage:**

a. 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 Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

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.



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

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's 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 the Contractor's Commercial General Liability insurance.

b. **Automobile Liability**

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. **Workers' Compensation**

The 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, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. **Professional Liability**

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

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

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.



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28. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

29. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, 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 the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

30. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately



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notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

31. **Unifier Project Management System:** Awarded vendors may be required to utilize the City's Project Management System, Unifier, for the management of business processes and information regarding the awarded contract. Unifier is an on-line application and will be made available to awarded vendors at no additional charge. Vendors will utilize Unifier to submit and process information to the City such as: Field Change Order Requests, RFI's, Submittals, Payment Applications, Meeting Minutes, etc. Training will be offered to the vendors at no additional charge.
32. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
33. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
34. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
35. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
36. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.



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37. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.

38. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.



SCOPE OF WORK

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I. INTRODUCTION

It is the intent of the City of Peoria to enter into a contract to provide towing services for heavy trucks with the weight from 18,000 GVWR up to 60,000 GVWR. The Fleet Service Division, and Fire Department will primarily be using these services.

II SCOPE OF WORK

1. The following are the requirements for tow trucks and drivers used by the Contractor.
2. The truck shall bear Contractor's name by which it does business displayed on both sides (for identification) in letters achieving a minimum three (3) inch height and displaying the Department of Public Safety Inspection seal.
3. All drivers shall carry identification cards on their person at all times with the following information:
4. Name, address and phone number of Company, and address of the towing yard, if different from the Company address.
5. Contractor shall remove the drive shaft prior to towing vehicle and reinstall the drive shaft upon delivery. The contractor is responsible for any damage caused during this process
6. **Equipment:** Contractor shall provide sufficient equipment for operation of the tow service according to the requirements, including but not limited to the proper complement of tools, dollies, chains, slings, bumpers and other equipment necessary to prevent damage to towed vehicles. Contractor shall obtain the necessary equipment, personnel, and vehicle storage locations prior to beginning performance under the Contract.
7. **Personnel:** Contractor shall have available sufficient qualified personnel for the operation of the required tow truck as specified. Each driver shall have a current driver's license issued by the State of Arizona. Each driver shall have a driver's license class and endorsement as appropriate for the size and class of vehicle operating. Driver of large wrecker truck must be sufficiently trained and have sufficient tools and expertise to pull axles/drop driveshaft prior to towing.
8. **Availability:** Towing services shall be made available by Contractor twenty-four (24) hours a day, every day of the year.
9. **Tow Trucks:** Contractor shall be responsible for providing all the towing vehicles, personnel, equipment, and supplies necessary for the Contractor to perform the provisions of this Contract. The Contractor shall have sufficient tow vehicles to provide the towing services and time requirements listed in this proposal. The Contractor shall be responsible for all vehicle repair and maintenance necessary to keep the tow trucks and other vehicles used in carrying out this contract in a safe and efficient operating condition. All such vehicles shall be equipped, maintained, and operated in



SCOPE OF WORK

Solicitation Number: **P09-0030**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

accordance with the laws of the State of Arizona and rules and regulations of the Department of Public Safety of the State of Arizona. Please submit a list of vehicles and equipment to be used for towing.

10. **Drivers and Personnel:** Upon award, contractor shall provide City with a list of Drivers, their Driver's License Number and a copy of their Arizona Operator's License. Contractor shall update the List within fifteen (15) days after employees leave and are hired. Contractor shall have sufficient qualified personnel available for the operation of their equipment at all times. Contractor shall hire, train, and supervise all drivers in accordance with the laws of the State of Arizona and the rules and regulations of the Department of Public Safety of the State of Arizona. All drivers shall have the appropriate class driver's license for the equipment being operated. Drivers shall:
1. Obey all traffic laws, ordinances, state and local laws at all times.
 2. Operate their vehicles in a safe and prudent manner and shall refrain from using profane and vulgar language in a public area.
 3. Wear a safety vest at any time that they are in a roadway, including when hooking up vehicles to be towed and when cleaning debris from the scene.
 4. Comply with all decisions relating to the towing of vehicles or the cleanup of accident scenes made by the investigating officer, their sergeants in the field or Fleet Services.
11. **City Vehicle Towing:** All City vehicles shall be towed to the Municipal Operations Center (MOC) maintenance yard at 8850 N. 79th Avenue, Peoria, Arizona, or Fire Station 191 at 8065 W. Peoria Ave, Peoria, Arizona unless otherwise designated by Fleet or Fire Department Personnel. Refuse trucks may require towing from place where vehicle is disabled to Waste Management Transfer Station at 2130 W Adobe Dr., Phoenix, 85027 (21st St. & Deer Valley) or to the Northwest Regional Landfill at 19401 W Deer Valley Rd. Surprise, AZ 85387 to unload waste before vehicle is taken to the MOC or a local truck dealer designated by fleet service (i.e. Trucks west or Heil, etc.).
12. **Response:** Upon receiving a telephone request for towing service, Contractor shall be responsible for dispatching its own trucks. Contractor shall arrive at the scene within **forty-five minutes** of receipt of a request for towing service. If Contractor cannot provide a tow vehicle within the time specified, Contractor at its own expense, shall dispatch a tow vehicle from a subcontractor or another company to meet the time requirements.
13. **Records:** The Contractor shall maintain a master log of all vehicles towed and a record of each vehicle towed for the City of Peoria showing the following:
- A. Location where the vehicle was picked up
 - B. Location where the vehicle was taken



SCOPE OF WORK

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Materials Management Procurement

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C. The date and time of the pick up and drop off.

D. License plates number and City of Peoria vehicle number

14. **Extraordinary Situations:** Extraordinary situation shall be defined as rollover vehicles, burned vehicles, mountainside vehicles etc. Extraordinary situations shall be handled at standard commercial rate and approved by the Police Officer at the scene or by the Fleet Services.
15. **Site Cleanup:** The tow truck driver shall fully and completely clean up the scene of all debris, glass, oil, vehicle parts, or other road hazards present at the accident or breakdown scene to which the Contractor is called. The Contractor shall use the compliment of equipment and tools referenced in the Contract. Site cleanup shall be performed prior to towing the vehicle from the scene. All cleanups shall be to the satisfaction of the Peoria Police Department.



Price Sheet

Solicitation Number: **P09-0030**

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Item	Description of material and/or services	Quantity	Unit	Unit Price	Extended Price
1.	Normal Tow Less than 40 miles Round Trip, Truck or Mini Bus Single Axle 18,000-26,000 GVWR	10	EA	\$ <u>150.00</u>	\$ <u>1500.00</u>
2.	Normal tow less than 40 miles Round Trip, Truck Tandem Axle Greater than 26,001 GVWR	34	EA	\$ <u>200.00</u>	\$ <u>6800.00</u>
3.	Distance greater than 40 miles round trip, Truck or Mini Bus single axle 18,000-26,000 GVWR	7	EA	\$ <u>225.00</u>	\$ <u>1575.00</u>
4.	Distance greater than 40 miles round trip, Truck Tandem axle Greater than 26,001 GVWR	15	EA	\$ <u>300.00</u>	\$ <u>4500.00</u>
5.	Hourly Labor Rate, Used in calculating all additional labor costs. (Please specify labor costs not included in the above pricing) Drive shaft removal & reinstall, pull axles, & traffic delays - unit prices based on 2 hours anytime \$ <u>150.00</u> per hour rate over 2 hours labor rate charged				
	Subtotal:				\$ <u>14375.00</u>
	Tax Rate <u>0</u> % Taxes:				\$ <u>.00</u>
	Total:				\$ <u><u>14375.00</u></u>



QUESTIONNAIRE

Solicitation Number: P09-0030

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: CITY OF PEORIA
Contact: CHRIS YOUNG
Address: 8850 N 79TH AVE
PEORIA AZ 85345
Phone: 623- 773-7434

2. Company: CITY OF PHOENIX FIRE OPERATIONS
Contact: LEON GARCIA
Address: 2625 S 19TH AVENUE
PHOENIX AZ 85009
Phone: 602-262-6707

3. Company: PEORIA UNIFIED SCHOOL DISTRICT
Contact: ERIC JENSEN
Address: 10721 N 95TH AVE
PEORIA, AZ 85345
Phone: 623-512-2085



QUESTIONNAIRE

Solicitation Number: P09-0030

Materials Management Procurement

8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No XX _____.

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

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:



CONTRACT AMENDMENT

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P09-0030 Page 1 of 1
Description: Heavy Equipment Towing Services
Amendment No: One (1) Date: 1/28/2010

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/28/10.

Contract Term: 03/01/10 to 2/28/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

	<u>2-11-10</u>	<u>George Knowlton</u>	<u>Knowlton Towing Inc.</u>
Signature	Date	Typed Name and Title	Company Name
Jennifer Knowlton - Treasurer			
<u>7609 W. Hatcher Rd.</u>	<u>Peoria</u>	<u>AZ</u>	<u>85345-6645</u>
Address	City	State	Zip Code

Attested by:

Mary Jo Waddell, City Clerk



City Seal

(Rev 02/01/08)

CC Number

ACON08609A

Contract Number:

Official File

Requested by:

Recommended by: 2-3-2010

Ellen Van Riper, Assistant City Attorney

Approved as to Form Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

February 22, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

ORIGINAL



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Solicitation No: P09-0030 Page 1 of 1
Description: Heavy Equipment Towing Services
Amendment No: Two (2) Date: 11/23/2010

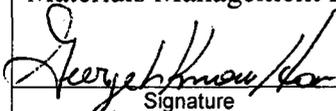
Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/28/11.

THE NEW CONTRACT TERM:

Contract Term: 03/01/11 to 2/28/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	<u>Dec 14, 2010</u> Date	George Knowlton Typed Name and Title	Knowlton Towing Inc. Company Name
7609 W. Hatcher Rd. Address	Peoria City	AZ State	85345-6645 Zip Code

Attested by:



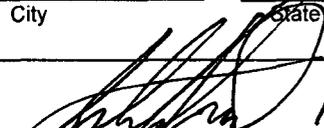
City Clerk

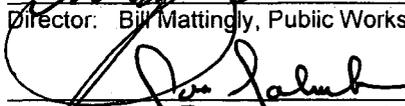


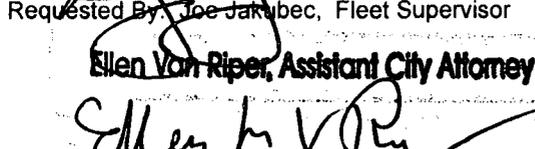
City Seal

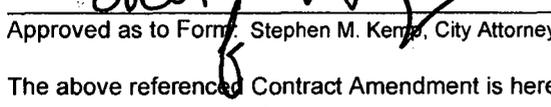
(Rev 02/01/08)

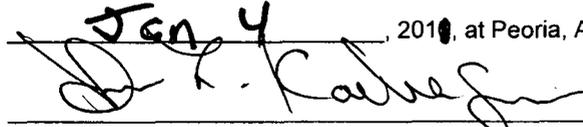
CC Number
ACON08609B
Contract Number:
Official File

 12-02-2010
Director: Bill Mattingly, Public Works Director


Requested By: Joe Jakubec, Fleet Supervisor


Ellen Von Riper, Assistant City Attorney


Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

2010, at Peoria, Arizona.
Herman F. Koebergen, Materials Manager

ACON08609B



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118

Solicitation No: P09-0030 Page 1 of 1
 Description: Heavy Equipment Towing Services
 Amendment No: Three (3) Date: 1/12/2012

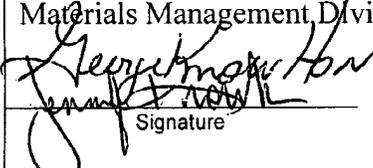
Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/28/12.

THE NEW CONTRACT TERM:

Contract Term: 03/01/12 to 2/28/13

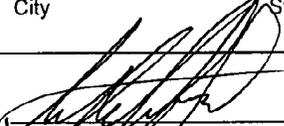
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

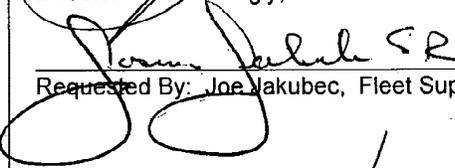
	<u>2-8-12</u>	<u>George Knowlton</u>	<u>Knowlton Towing Inc.</u>
Signature	Date	Typed Name and Title	Company Name
<u>7609 W. Hatcher Rd.</u>	<u>Peoria</u>	<u>AZ</u>	<u>85345-6645</u>
Address	City	State	Zip Code

Attested by:



Wanda Nelson, City Clerk

 01-24-2012
 Director: Bill Mattingly, Public Works Director


 Requested By: Joe Jakubec, Fleet Supervisor

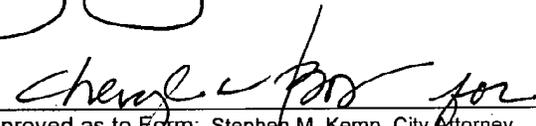


CC Number

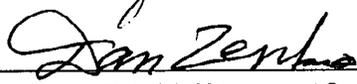
ACON08609C

Contract Number:

Official File


 Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
February 15, 2012, at Peoria, Arizona.


 Dan Zenko, Materials Management Supervisor



CONTRACT AMENDMENT

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.

Peoria, AZ 85345

Telephone: (623) 773-7115

Fax: (623) 773-7118

Solicitation No: P09-0030 Page 1 of 1
Description: Heavy Equipment Towing Services
Amendment No: Four (4) Date: 1/23/2013

Buyer: Christine Finney

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on 2/28/13. **LAST YEAR OF CONTRACT**

THE NEW CONTRACT TERM:

Contract Term: 03/01/13 to 2/28/14

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

George Knowlton Feb 6 2013 George Knowlton Knowlton Towing Inc.
Signature Date Typed Name and Title Company Name

7609 W. Hatcher Rd.

Address

Peoria

City

AZ

State

85345-6645

Zip Code

Attested by:

Linda Blas
City Clerk

[Signature] 01-24-2013
Director: Bill Mattingly, Public Works Director

Requested By: Charlie Johnson, Management Analyst



CC Number

ACON08609D

Contract Number:

Official File

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
Feb. 26, 2013, 2013, at Peoria, Arizona.

Dan Zenko
Dan Zenko, Materials Management Supervisor