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1. INTENT:

This document is intended to establish an indefinite delivery/indefinite quantity offer Master Agreement to provide Pima County ("County") with such quantities of vehicle towing, storage and sale services as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by this *Exhibit A: Offer Agreement* and the solicitation documents including *solicitation addenda, Instructions to Offerors, and Standard Terms and Conditions* all of which are incorporated herein.

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the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.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

2. AGREEMENT TERM, RENEWALS & REVISIONS:

The term of the agreement will be for a 15 month period effective 10/01/2011 and expiring 12/31/2012. Pima County Sheriff & Fleet Services Departments will monitor this agreement and at least 4-months prior to expiration will issue a report to the Board of Supervisors with their recommended action which may include a new award to continue the services with the incumbent, a new competitive solicitation, to discontinue these services or any other option deemed appropriate.

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

3. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

All goods and services shall conform to the Instructions to Offerors, and Standard Terms and Conditions as modified or added to by **Exhibit A Scope of Services**

4. OFFER ACCEPTANCE AND ORDER RELEASES:

Offer(s) may be accepted and executed by the County by issue of a Master Agreement Contract and effective on the document's date of issue without further action by either party.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Delivery Order documents. Order documents will be furnished to Offeror via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Offeror within five workdays of the date the verbal order is given. Offeror is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Offeror agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a Pima County Purchase Order.

5. ACCEPTANCE OF SERVICES AND PRODUCTS:

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

6. COMPENSATION & PAYMENT:

Offeror shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document. All Invoice documents shall reference the County's Delivery Order and Master Agreement number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description and precise unit price defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Offeror unprocessed for correction. Payment terms are net 30 from the date of valid invoice document and shall not commence until Offeror's Invoice is received and verified by County Financial Operations.

The Master Agreement and Delivery Orders(s) issued to accept Offeror's offer will define the not to exceed amount of the agreement. Offeror shall not accept orders, or provide services or products that cumulatively exceed that amount.

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Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Offeror.

All pricing shall be *FOB Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty & Adjustment. Offeror shall give Pima County benefit of any price reduction before actual time of shipment. Offeror agrees that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities. It is the intention of both parties that pricing shall remain firm during the term of the agreement. County shall only consider price increases in conjunction with a renewal of the agreement. In the event that economic conditions are such that unit price increases are desired by the Offeror upon renewal of the agreement, Offeror shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the agreement. It is agreed that the Unit Prices shall include compensation for the Offeror to implement and actively conduct cost and price control activities, and in its request for price increases Offeror shall cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Offeror has taken to control and reduce costs. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to extend the agreement.

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

Unit Prices offered shall include all incidental and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Offerors, Standard Terms and Conditions* and Exhibit A: Offer Agreement. No payments will be made for items not included in the agreement.

7. DELIVERY:

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

8. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes only. The County is subject to State and City sales tax. No separate charges for delivery, sales tax, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or proposal preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

9. OTHER DOCUMENTS

Offeror and County in entering into this agreement have relied upon information provided in the Pima County Solicitation No. 1100831 including the Request For Proposals, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Offeror's Proposal and on other information and documents submitted by the Offeror in its response to Solicitation No. 1100831. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

10. INSURANCE:

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Garage Liability – Occurrence Form**

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

- General Aggregate \$2,000,000

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- Premises and Operations \$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Garagekeepers Liability - Direct Primary Coverage:
 - Each Auto \$100,000
 - Each Occurrence \$1,000,000
- Automobile Liability including bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract
 - Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be **endorsed to include Garage-keepers Liability - direct primary coverage.**
- b. The policy shall be endorsed to include the following additional insured language: **"Pima County shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.
- c. The policy shall be **endorsed to include coverage for towing including "unhook" coverage.**

2. **Worker's Compensation and Employers' Liability**

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

- a. Policy shall contain a **waiver of subrogation** against Pima County.

B. Crime Insurance

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

- a. The policy shall be issued with limits based on the amount of cash being handled by the Contractor.
- b. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The policy shall include coverage for third party fidelity.
- d. The policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

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

- 1. On insurance policies where Pima County is named as an additional insured, Pima County shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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

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

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

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

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

11. PERFORMANCE BOND: Not Required

12. 13. Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Frank Gonzales, Manager
Records Maintenance Section
Pima County Sheriff's Department
1750 E Benson Highway
Tucson, AZ 85714

OFFEROR:
Rod Robertson, President
Rod Robertson Enterprises
1802 NW Military Hwy #100
San Antonio, TX 78213

14. SCRUTINIZED BUSINESS OPERATIONS

"Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

15. PROPOSAL/OFFER CERTIFICATION:

OFFEROR LEGAL NAME: Rod Robertson Enterprises, Inc.

BUSINESS ALSO KNOWN AS: Robertson Auto Auction

MAILING ADDRESS: 1802 NW Military Hwy., Suite 100,

CITY/STATE/ZIP: San Antonio, TX 78213

REMIT TO ADDRESS: As above

CITY/STATE/ZIP: As above

CONTACT PERSON NAME/TITLE: Rod Robertson

PHONE: 210-375-7755 FAX: 210-375-7744

CONTACT EMAIL ADDRESS: rod@rodrobotson.com

E-MAIL ADDRESS TO WHICH ORDERS CAN BE TRANSMITTED: jen@rodrobotson.com

CORPORATE HEADQUARTERS LOCATION:

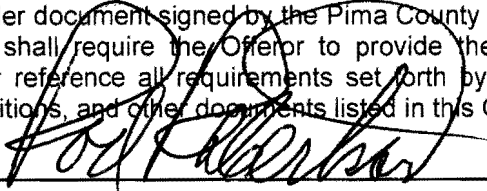
ADDRESS: As Above

CITY, STATE, ZIP: As Above

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By signing and submitting these bid offer and Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes but may not be limited to the Standard Terms & Conditions, and this Offer Agreement. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated.

Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate, a binding contract is formed that shall require the Offeror to provide the services described in this solicitation. The resulting contract incorporates by reference all requirements set forth by the solicitation, solicitation instructions, Pima County standard terms and conditions, and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE:  DATE: 07/22/2011

PRINTED NAME & TITLE OF AUTHORIZED OFFEROR REPRESENTATIVE EXECUTING OFFER

1802 NW Military Hwy, Suite 100 San Antonio, TX 78213

MAILING ADDRESS

PHONE AND E-MAIL: 210-375-7755 rod@rodrobotson.com

Exhibit "A" Scope of Services

As approved by the Board of Supervisors on June 21, 2011, Rod Robertson Enterprises (RRE) shall provide services outlined in their original proposal, to include the following:

- Towing fees as required by the County (as identified on RRE executed BAFO)
- Storage fees will be \$15 per day: \$5 Pima County/\$10 RRE
- Title transfers, no charge
- Collection of sale proceeds, no charge
- 60% Pima County/40% RRE split of auction proceeds with no charge for towing or storage
- RRE will not charge the County towing or storage for vehicles transferred to the County for official use.
- To accommodate the volatility of diesel fuel prices, RRE shall add a fuel surcharge when fuel prices increase dramatically, instead of raising towing rates across the board. This fuel surcharge shall allow RRE to stay competitive when fuel prices increase without requiring a modification of RRE towing rates. Said surcharges shall be adjusted no more frequently than once every six months, require the written concurrence of Pima County prior to implementation, shall not exceed the current percent of service fee cost that fuel costs represent multiplied by the percent increase in current fuel cost multiplied by the current service fee. The same adjustment logic shall apply should fuel costs decrease. (Base amount of \$4.00 per gallon with reviews every six months with an adjustment of 10 cents per loaded mile for every 25 cents per gallon increase)

RRE requirements/responsibilities as specified by Pima County Sheriff's Department:

1. RRE shall strictly conform to all latest and revised Motor Carrier and Safety Regulations, as set forth by the Department of Public Safety Regulation, and shall maintain at all times current tow truck permit(s), as issued by the Arizona Department of Public Safety.
2. RRE shall comply with all federal, state, and county statutory requirements. Failure to comply with laws pertaining to impoundment/immobilization of vehicles under any Arizona Revised Statute or Pima County ordinance shall constitute a breach of contract and is grounds for termination of services with Pima County.
3. Lack of knowledge of the implementation of a state statute or county ordinance that requires specific compliance by a tow truck/salvage company is not a defense for noncompliance with the statute or ordinance.
4. RRE is responsible for all costs not specifically assigned to Pima County and required to perform the services defined by this agreement, said costs to be recovered from their defined revenue share. No costs not required to perform the defined services will be paid from revenues associated with this agreement.
5. After a vehicle has been auctioned or sold RRE agrees to waive and hold harmless Pima County from all towing, storage and all other related fees associated with the vehicle.
6. RRE shall not release impounded vehicles to the public without receiving proper authorization from the PCSD impound unit to do so. This includes any vehicles that change ownership after the vehicle was impounded. All releases to the public shall require PCSD authorization paperwork identifying the citizen by license information to include name and license number. The contractor shall verify this information by viewing the PCSD paperwork and license prior to releasing the vehicle to the citizen. The information shall include the following:
 - a. The citizen has provided a valid license to PCSD;
 - b. The citizen has provided valid registration demonstrating proper ownership of vehicle;
 - c. The citizen has provided valid insurance to PCSD;
 - d. The citizen has paid all related fees and fines to appropriate authorities;
 - e. The citizen has paid all related fees to PCSD.
7. RRE's business shall remain open to the public for the purpose of releasing impounded or immobilized vehicles during the indicated times and days with no additional charge or fees other than for towing and storage: Monday through Friday, 0800 (8AM) to 1700 hours (5PM) and on Saturdays from 0800 (8 AM) to 1200 hours (noon) except on holidays. Any additional fees to be collected must fall within the prescribed and approved contract

8. The Master Agreement issued to accept RRE offer will define the not to exceed amount of the agreement. RRE shall not accept orders, or provide services that cumulatively exceed that amount.
9. RRE shall document and sequentially number the acquisition and provision of all services provided pursuant to this agreement and maintain an auditable file in a form acceptable to PCSD; said Incident Control Document(ICD) shall include the following minimum information; the vehicles license plate number, vehicle identification number, make, model, and year, beginning and end mileage, time of dispatch, name of dispatcher, time of arrival on scene, name of Officer in charge of scene (if practicable), time of departure from scene, time of arrival at destination, and name of destination and any other pertinent incident identification information. RRE shall obtain PCSD written approval as to form prior to the commencement of provision of services.
10. Payment for towing services for non-impounded vehicles is the responsibility of the owner of the vehicle being towed and not Pima County. PCSD will not be responsible for non-impound towing fees. Disputes shall be handled by the Contractor and the owner of the vehicle in question. PCSD accepts no responsibility for any aspect of non-impound tows, related storage issues or other related matters except for the establishment of prices the owner of the vehicle should be charged. RRE must charge owners of non-impounded vehicles, the prices established by this agreement. Owners of non-impounded vehicles must receive a fact sheet from RRE. In the event a dispute arises between the RRE and a citizen which requires PCSD intervention, decisions finalized by PCSD are at RRE's expense.
11. Unit Pricing may be negotiated and established as per all requirements of the agreement for items and services required to be provided by this agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by RRE and accepted by PCSD (Impound Manager Commander).
12. Price Escalation. It is the intention of both parties that pricing shall remain firm during the term of the agreement.
13. RRE is responsible for collecting and promptly and accurately documenting receipt all vehicle owner fees and auctioned vehicle revenues defined by this agreement that are due simultaneous with the release of any vehicle.
14. RRE agrees to allow PCSD impound unit to interface with all software products regarding towing, storage, moved and sale of all vehicles. This includes all software products utilized by sub-contractors. PCSD reserves the right to terminate services between RRE/sub-contractor and Pima County in the event RRE or any of it's sub-contractors refuse access.
15. PCSD authorizes RRE to process all titles for vehicles to be sold at auctions at RRE expense.
16. Prior to the release of any and all vehicles, RRE must have release authorization from PCSD.
17. Prior to auction, and at no cost to Pima County, PCSD reserves the right to have any vehicle returned to the possession of Pima County or its rightful owner. RRE agrees that there will be no direct reimbursement of costs associated with said vehicle(s).
18. RRE shall provide to PCSD/Pima County copies of all contracts conducting business with PCSD and/or Pima County pursuant to this agreement.

Towing Addendums

19. RRE agrees to move vehicles at the PCSD Property & Evidence Unit or from the Property & Evidence Unit to RRE at no cost to Pima County.
20. In the event one tow truck responds to a request for service by PCSD, fees assessed for standby time shall be limited to that single tow truck driver/operator. Standby time fees shall not be assessed for more than one vehicle when only one tow truck driver/operator is present.

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21. RRE shall tow designated vehicles to their secure storage facility or to Pima County Sheriff's Dept. (PCSD) evidence or other storage facility as appropriate. RRE may be directed or diverted to other locations by PCSD Dispatch or PCSD Officer at the scene.
22. All listed types of towing categories must be available on a twenty-four (24) hour a day, seven (7) day a week basis.
23. RRE shall use the most direct route available when in route to the scene and to the final destination considering current road and traffic conditions.
24. At time of dispatch, Pima County will provide vehicle license plate number (if available) along with the best possible description and location of the vehicle.
25. RRE shall be prepared to provide unusual recovery efforts such as off-road desert or mountainous removal; flood recovery assistance, burned or compacted vehicles or items.
26. Response times in all Service Areas in the Greater Metropolitan Tucson area shall be within **30 minutes** from time of dispatch order issued by PCSD.
27. Response time in all *remote* (remote defined as outside of PCSD Service Areas 1 through 5 designated in Exhibit: A, City of Tucson excluded) shall be 30 minutes + 1.5 minutes per mile outside of Service Area.
28. In order to achieve these response times it may be necessary to preposition (stage) equipment and operators in strategic locations. The County will grant a period of adjustment (30 to 60 days) to allow RRE the opportunity to observe usage patterns and develop plans to optimize responses. After this "break-in" period, any missed response times must be "excused" by PCSD to avoid a negative impact on contractor performance reports. "Excusable" delays are those caused by circumstances PCSD agrees are beyond the RRE's control.
29. Listed below are the descriptions of the greater Tucson Areas:

Area 1. FOOTHILLS

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

Area 2. TUCSON MOUNTAIN

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

Area 3. RINCON

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

Area 4. SAN XAVIER

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

Area 5. GREEN VALLEY

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

30. Any "unexcused" response delay will be documented by PCSD and periodically reported to the Sheriff Department. These reports will be used to determine acceptable performance by the contractor. If performance is determined to be inferior by the County, the contract may be terminated. Any negative reporting will be brought to the RRE's attention and RRE will be allowed an opportunity to correct performance.
31. Response times for Heavy Duty tows or those involving unusual circumstances will be evaluated on a case by case basis.
32. If after dispatch it is realized the response cannot be made on time, RRE shall notify PCSD immediately. Non responses or aborted responses must be logged along with reasons for the failure and times of PCSD dispatch and the time PCSD was notified of the response failure.
33. Upon arrival at scene, if circumstances don't prohibit, the responding driver must physically report directly to the Officer in charge at the scene and inform of arrival. Failure to make contact and receive acknowledgement of arrival will be considered a negative performance issue. Driver must also check with Officer in charge prior to departing. (Note: Driver must be sure to check in "and" out with the same officer unless circumstances prohibit.)
34. Failure to follow directions from the Officer in charge without dispute will be considered a negative performance issue.
35. Failure to comply with response time guidelines shall constitute an infraction or non-compliance by RRE. All infractions shall be referred to the impound manager/commander of PCSD for review. The Driver/Contractor must record all PCSD Dispatch provided information (including Dispatch Area), all times and mileages including but not limited to: arrival on scene, departure from scene and arrival at destination. Unless it would be disruptive or unsafe, the driver should get and log the name of the Officer in charge at the scene. This data must be logged into a permanent record and must be included on all invoices along with the Dispatch, Incident or Tow number. PCSD must agree to all recordkeeping methods "prior" to the contract being awarded. This includes the individual "Tow Ticket" or Trip Ticket" used by the drivers for each dispatch. Each dispatch must be recorded separately. Deviations from the agreed upon recordkeeping methods will not be allowed. Any invoice submitted without the agreed-to information will be rejected.
36. Incomplete or inconsistent recordkeeping will be considered a negative performance issue. RRE must allow PCSD reasonable access to all records related to the contract.
37. PCSD has made an equipment needs assessment and determined RRE will need the following equipment mix to provide the needed service and response times in the widely separated response areas.
 1. Eight flat-beds (capable of two-vehicle tows of light duty rated vehicles.)
 2. Two Medium Duty (or larger) tow trucks
 3. One Heavy Duty wrecker
 4. One Heavy Duty flat bed
 5. One Heavy Duty 4wd tow truck
 6. One Light or Medium duty 4wd tow truck
38. At all times tow trucks must carry the equipment required in State of Arizona, Department of Public Safety Tow Truck Rules and Regulations.
39. RRE's equipment must meet the requirements and standards set forth by the Department of Public Safety for Towing Companies. Contractor must substantiate that all equipment and vehicles used during the performance of a resulting contract are currently certified to meet all safety and legal requirements for this type of equipment.
40. RRE shall be adequately staffed with qualified equipment operators to provide all required services within required response times.
41. **Light Duty Basic Call Fee** - the amount charged for Light Duty tows for travel to scene, and 30 minutes of stand-by/recovery time. Includes all miscellaneous items, supplies and equipment necessary to accomplish the required recovery, towing, scene safety and clean-up of roadways at accident site to include the use of 4-wheel drive tow vehicle.

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

42. **Light Duty Loaded Mileage Charge** – the per mile amount charged for a Light Duty tow measured from the scene to final destination.
43. All mileage fees shall be limited to each tow truck utilized for the purpose of towing a vehicle. In the event one tow truck is utilized to remove multiple vehicles, mileage for transportation shall be calculated as a single trip for all vehicles removed. Mileage fees shall not be assessed for more than one vehicle removed by a single tow truck.
44. **Light Duty Loaded Mileage Charge (4-wheel drive)**– the per mile amount charged for a Light Duty tow measured from the scene to final destination when the tow is made by a 4-wheel drive tow truck.
45. **Light Duty Standby/Recovery Time** is defined as that time on scene working or delayed by police activity/direction when a Light Duty tow is involved. After arrival at scene and check in with the Officer in charge, any time on scene caused by delays, or performing clean up or other work, are compensable after the first 30 minutes. Time will be logged and invoiced in quarters of an hour (i.e., 30 minutes is 2 quarters, 1 hour and 45 minutes would be 7 quarters, etc). All time must be verified by Officer in charge of scene.
46. **Medium Duty Basic Call Fee** is same as light duty except involves Medium Duty tow.
47. **Medium Duty Loaded Mileage Charge** is same as light duty except involves Medium Duty tow.
48. **Medium Duty Loaded Mileage Charge (4-wheel drive)** is same as light duty except involves Medium Duty tow.
49. **Medium Duty Standby/Recovery Time** is same as light duty except involves Medium Duty tow.
50. **Heavy Duty Basic Call Fee** is same as light duty except involves Heavy Duty tow.
51. **Heavy Duty Loaded Mileage Charge** is same as above except involves Heavy Duty tow.
52. **Heavy Duty Loaded Mileage Charge (4-wheel drive)** is same as above except involves Heavy Duty tow.
53. **Heavy Duty Standby/Recovery Time** is as above except involves Heavy Duty tow.
54. **Trip Charge, Light Duty, Out-of-Areas Tow** – amount charged for each one-way light duty tow from outside Areas 1 through 5 described in Exhibit C (excluding City of Tucson) to Tucson. Applicable mileage (Light, Medium, Heavy, etc.) will also be allowed from pick-up point to destination.
55. **Trip Charge Medium Duty, Out-of-Areas Tow** – Same as above except involves Medium Duty tow.
56. **Trip Charge Heavy Duty, Out-of-Areas Tow** – Same as above except involves Heavy Duty tow.
57. **Loaded Mileage Charge Misc. Towing, Movement or Transportation of wheeled, hand loadable or winchable items** – Applies to any miscellaneous items PCSD orders moved that are easily hooked up or loaded on a flat bed. Common requirements are scene lighting equipment, salvage or recovery equipment and traffic/scene control supplies and equipment. The established vehicle towing rates will apply for miscellaneous item towing services and will be based on the type of truck required to move items
58. **Loaded Mileage Charge Misc. Towing, Movement or Transportation of wheeled, hand loadable or winchable items** – Same as above except requires equipment or machinery, like a forklift, to load items(s) on transport vehicle. This is assuming the forklift or other equipment will be required at point of origin and scene, or at scene and final destination.

59. **Repositioning of vehicles in Impound Lot with forklift** – No vehicle charge for forklift (or similar lifting equipment) involved movement within Impound lot to create additional space or allow access. Number of vehicles moved must be acknowledged and approved by PCSD. Approving Official's name and date, type of move(s) must be included on invoice.
60. **Move Vehicles to/from Impound to CNA lot with forklift** – No vehicle charge for forklift (or similar lifting equipment) involved movement from Impound lot to CNA lot. Number of vehicles moved must be acknowledged and approved by PCSD. Approving Official's name and date, type of move(s) must be included on invoice.
61. **Loaded Mileage Rate - non impound/no storage** – Mileage rate charged on owner request or other owner paid tows when there is no storage involved. For example, the towing of disabled vehicles from accident scene to place of repair or other location agreed to by Contractor and vehicle owner. Vehicle owner is responsible for all payments related to these type tows. Pima County will not be responsible for or become involved in any disputes related to owner request or other owner paid tows.
62. **Loaded Mileage Rate - non impound/"with" storage** – Same as above except vehicles will be stored at Contractor's facility. As an example, the responsible party (RP)/vehicle owner is injured or otherwise impaired and unable to make decision regarding tows. PCSD Officer in charge of scene must authorize tow to Contractor's facility for temporary storage until RP or his representative able to direct disposition of towed vehicle. Normally vehicle owners will be entirely responsible in these situations, however some circumstances may dictate PCSD involvement for resolution of disputes or final disposition of vehicles. Evaluations will be on a case-by-case basis and PCSD will provide direction upon request of towing Contractor.
63. **One way, 1-light duty vehicle tow from Ajo to Tucson** – Trip charge for towing a single Light Duty rated vehicle from Ajo to Tucson. Must include all associated costs. Normally, these are tows from the PCSD Impound Lot in Ajo to the PCSD Impound Lot in Tucson.
64. **One way, 2- light duty vehicle tow from Ajo to Tucson** – Same as Group C, No. 1 except the charge is for towing two vehicles, one on the flat bed and one in tow behind the flatbed.
65. **One way, medium duty vehicle tow from Ajo to Tucson** – Same as Group C, No. 1 except towed vehicle is medium duty rated.
66. **One way, heavy duty vehicle tow from Ajo to Tucson** – Same as Group C, No. 1 except towed vehicle is heavy duty rated.
67. **Medium Light Duty Basic Call Fee** Includes all miscellaneous items, supplies and equipment necessary to accomplish the required recovery, towing, scene safety and cleanup of roadways at accident site to include the use of 4-wheel drive tow vehicle. If upon arrival at location dispatched to, the scene has apparently been cleared, driver must contact his Dispatcher and request further instructions. If services no longer required, or no tow is required, a Basic Call Fee may be charged + return mileage to Tucson. All logs, trip tickets, and Invoices must show time of dispatch, arrival, time of re-contact of PCSD dispatch, and any other pertinent information. (this refers to any vehicle being towed)
68. **Light Duty Loaded Mileage Charge** – the per mile amount charged for a Light Duty tow measured from the scene to final destination.
69. **Light Duty Loaded Mileage Charge (4-wheel drive)**– the per mile amount charged for a Light Duty tow measured from the scene to final destination when the tow is made by a 4-wheel drive tow truck.
70. **Light Duty Standby/Recovery Time** is defined as that time on scene working or delayed by police activity/direction when a Light Duty tow is involved. After arrival at scene and check in with the Officer in charge, any time on scene caused by delays, or performing clean up or other work, are compensable after the first 30 minutes. Time will be logged and invoiced in quarters of an hour (i.e., 30 minutes is 2 quarters, 1 hour and 45 minutes would be 7 quarters, etc). All time must be verified by Officer in charge of scene.

71. **Medium Duty Basic Call Fee** is same as above in 1 except involves Medium Duty tow.
72. **Medium Duty Loaded Mileage Charge** is same as above in 2 except involves Medium Duty tow.
73. **Medium Duty Loaded Mileage Charge (4-wheel drive)** is same as above in 3 except involves Medium Duty tow.
74. **Medium Duty Standby/Recovery Time** is same as above in 4 except involves Medium Duty tow.
75. All tow fees charged to citizens or PCSD must comply with fees schedule established between RRE and PCSD. Any and all differences shall be paid by RRE. In the event RRE or the sub-contractor refuses to pay any difference in fee schedule approved by PCSD, PCSD reserves the right to terminate services between the contractor/sub-contractor and Pima County.
76. RRE shall list all tow truck company sub-contractors. In the event a tow truck sub-contractor is unable, unavailable or refuses to respond to any PCSD request for service, PCSD reserves the right to seek immediate towing services as necessary for law enforcement purposes at the expense of RRE. If RRE refuses to pay for this service PCSD reserves the right to terminate services between the contractor/sub-contractor and Pima County.
77. PCSD communications shall dispatch all tow truck services.
78. See Exhibit #A for current Tow Truck and Storage Pricing.
79. If RRE fails or refuses to comply with the above listed tow addendums, or demonstrates five separate incidents non-compliance PCSD reserves the right to terminate services between the contractor and Pima County.

Storage Addendums

80. RRE agrees to allow all citizens-owners access to their stored vehicles located at the RRE facilities. RRE agrees to provide an employee escort so as to allow the citizen-owner to retrieve any paperwork or personal property from the vehicle without contacting PCSD. In the event of a citizen-owner dispute or safety concern, RRE shall contact PCSD impound personnel to determine whether or not a deputy will be dispatched to resolve the dispute. Disputes shall not include disagreement of payment for towing or storage service fees. PCSD reserves the right to resolve disputes, which are resolved at the expense of the Contractor.
81. In the event RRE discovers evidence of a crime in a vehicle that has been towed to their facility, RRE shall contact PCSD dispatch to have a deputy respond to take custody of the evidence. All information pertaining to the vehicle along with driver/ownership information shall be provided to the deputy.
82. A. RRE shall have a storage facility of sufficient size to hold all vehicles towed for the COUNTY. This facility shall be enclosed by a fence with a minimum height of six feet with secured gates. The fence must be constructed from chain link, masonry, wood or equivalent materials to prevent unauthorized removal of stored vehicles. Fences constructed of strands of barbed wire, hog wire, or chicken wire is not acceptable. Vehicles towed for PCSD must be segregated from all other vehicles stored at the RRE or Sub-contractor facility.
82. B. The storage facility must not be located within a wrecking yard that is in the business of dismantling vehicles.
83. The storage yard shall have an area which is separated and clearly delineated from any other storage areas for the purpose of storing vehicles Impounded by PCSD. Impounded vehicles stored for Pima County must be kept separate from non-County stored vehicles at all times.
84. RRE's business shall remain open to the public for the purpose of releasing impounded or immobilized vehicles during the indicated times and days with no additional charge or fees other than for towing and storage: Monday - Friday 8:00-17:00 and Saturday 8:00-12:00. Any additional fees to be collected must fall within the prescribed and approved contract. The personnel operating the storage facility must be authorized by the contractor to release the vehicle to the owner or the owner's authorized representative

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85. PCSD Officials must be allowed access as necessary during non-business hours within one hour of notification. There shall be no charge to PCSD for this access.
86. **Storage Lot Gate Fee** – Fee charged to vehicle owners for each after-hours access to vehicles in storage.
87. **Delivery Fee** – No fee charged to vehicle owners for each delivery of inoperable vehicle from Storage Yard to street immediately adjacent to the storage facility.
88. **A Daily Storage Fee – Pima County** – Fee charged to Pima County or any other Government Agency for storage in company lot that is ordered or authorized by Pima County.
- 88 B **Daily Storage Fee – Other** – Fee charged to vehicle owners or anyone other than Pima County.
89. All vehicles towed by the Contractor/sub-contractor, shall be towed to the RRE facility and not to any other facility without the express authorization of PCSD.

Auction Addendums

90. In the event RRE takes title to a vehicle for a purpose not described in this contract, contractor shall remit to the county 60% of the proceeds from any sale of the vehicle or pay the statutory administrative fee that applies to the released vehicle. This fee shall not exceed the amount set by the applicable statute. RRE assumes all expenses of vehicle if and when title is transferred to RRE.
91. RRE agrees to pay 60% of all proceeds from vehicle sales that are sold on the behalf of Pima County. All proceeds from auctions and sales of every vehicle shall be made to Pima County within 10 business days of the transaction.
92. All vehicles sold will be under an "actual miles" title to provide Pima County with the highest market value. Vehicles will be sold in an "AS IS" condition with no warranties or promises for repair. If for any reason the State will not issue an "actual mileage" title Pima County (PCSD) will provide proper documentation to RRE for title transfer from owner/violator to Pima County's name prior to auction
93. All vehicles sold as salvage or to be destroyed as scrap metal, shall be sold at the expense of RRE. RRE shall collect all proceeds from the sale of vehicles sold as scrap metal and Pima County shall not incur any expenses from towing or storage of these vehicles. The books and records regarding the services provided by RRE and the disposition of each and every vehicle processed, towed, scrapped, dismantled or any property processed by the Contractor that respond to a request for service by the Pima County Sheriff's Department shall be subject to inspection upon request. In the event RRE refuses or delays inspection of records, such refusal or delay shall be grounds for termination of services with Pima County.
94. At the time the auction transaction occurs between RRE and the private citizen, RRE agrees to provide PCSD with a voucher for every vehicle indicating the vehicle identification number, make, model and color of vehicle, the name and biographical information of the buyer and the amount that the vehicle was purchased for. PCSD reserves the right to verify all records RRE possesses concerning all vehicle information, all sale information, and all buyer information on each and every vehicle sold under the supervision of any and all RRE employees or subcontractors. In the event RRE fails to provide information or references, it shall be grounds for termination of services with Pima County.
95. RRE and Pima County mutually agree to hold auctions within every 90 days that vehicles are available for auction. However upon determination made by the PCSD impound manager/commander, auction dates may change at the discretion of the PCSD. If the number of vehicles increases to a point where the county and RRE agree that additional auctions will be necessary, RRE will schedule two auctions during the same week and/or schedule auctions every 60 days. Pima County will not be charged any storage or towing costs for vehicles sold at auction. If a vehicle fails to sell at auction RRE will work with Pima County, at no additional charge to Pima County, to ensure maximum exposure at future auctions and the possibility of additional auctions being placed on the calendar.
96. RRE is responsible for the cleaning, photographing and preparation of all vehicles for auctions.

97. RRE is responsible for conduction of a public inspection period at least 2 days prior to any auction of any vehicle. This inspection must be preceded by an advertisement paid for by the Contractor. If RRE and PCSD find additional viewing days/hours are necessary, RRE will add additional viewing days for the maximum exposure. All vehicles will continue to be advertised on RRE's website until sold.
98. RRE is responsible for facilitating title and registration transfer, and the delivery of vehicles to bidders at no expense to Pima County.
99. RRE is responsible for conducting all auctions, collecting all payments and remitting all proceeds to PCSD for 40% commission of sale of vehicles auctioned.
100. RRE is responsible to provide a detailed audit report for each vehicle sold. This audit report shall include the following: vehicle identification number; the year, make, model and color of the vehicle; the name and address of the previous owner; the name and address of the new owner; and the purchase price the vehicle sold for; the commission to be received by PCSD; the fee to be collected by Contractor.
101. All sales are final and considered closed at the time the bids are finalized at the conclusion of each auction during that business day. No sale will be made under terms of credit, loan, lien, promise, trade or barter.
102. RRE currently takes 5-7 photographs of vehicles; more if there is special equipment that can be highlighted. RRE will provide keys if they are available, but RRE will not have keys made or hire a mechanical staff to ensure operational aspects of vehicles being auctioned. RRE will wash, vacuum and remove trash from the vehicles. RRE staff will be on-hand at preview to start vehicles and answer any questions prospective buyers may have.
103. All vehicles sold at auction shall utilize a certificate of title. No vehicle shall be auctioned under a "salvage title" or under a "VTR71" without the express consent of PCSD.
104. After all vehicles are auctioned, RRE shall to provide the impound manager/commander at PCSD an electronic notification report by within 48 hours of auction day, listing all vehicles that have been sold at auction. This daily report shall include: vehicle identification number; the year, make, model and color of the vehicle; the name and address of the previous owner; the name and address of the new owner; and the purchase price the vehicle sold for; commission to be paid to PCSD; fee to be paid to RRE. RRE shall pay PCSD within 10 business days of sending this report.
105. Any disputed sales amounts or totals shall be reported to the PCSD impound manager/commander. Once notified RRE shall be contacted along with the Pima County business office. Once notifications have been made RRE will have 10 days to resolve the dispute with the PCSD impound manager/commander. PCSD reserves the right to terminate services between the contractor and Pima County in the event the Contractor refuses to comply.
106. Once amounts of sales have been finalized, RRE has 10 business days to remit payments to PCSD. Failure to remit payment shall be grounds for Pima County to terminate services with RRE.
107. RRE shall remit to PCSD \$5.00 per day for all vehicles stored at the RRE storage facility for all light and medium duty sized vehicles. For large sized vehicles, RRE shall remit \$15.00 per day to PCSD. Payments shall be remitted to PCSD upon the release of the vehicles.
108. In the event a vehicle is not claimed by the owner and becomes abandoned, when it is determined this vehicle cannot sell at an auction it shall be the responsibility of RRE to dispose of the vehicle as a salvage vehicle for destruction. This vehicle must be destroyed and shall not be re-registered or titled to be driven on the road. RRE shall take ownership of said vehicle for the purpose of destruction and shall retain all proceeds from sales of such proceedings. RRE shall waive all PCSD tow and storage fees. RRE shall provide certification of destruction on each vehicle to PCSD. This certification shall include the name and address of the company or business that destroyed the crushed vehicle.

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109. Roadside Assistance can be defined as the following: providing a service response to a citizen without providing a towing service for a vehicle. RRE would define roadside assistance as towing, changing a flat tire, charging a battery, delivering coolant or fuel.
110. Off Road Towing shall be defined by combining the following fees: Off Road Recovery Fee + Tow Truck Fee + Mileage Fee + Hourly Rate Prorate @ 15 Minute Intervals. (An example for a light duty recovery with 1 hour and ten miles would be the following fees totaled coupled with the appropriate taxes and storage.) The fees would vary accordingly if the vehicle changed in size such as a medium or heavy duty vehicle.

EXAMPLE ONLY

| | |
|-------------------------------|---------|
| Light Duty Off Road Recovery | \$58.00 |
| Light Duty Fee | \$63.00 |
| 10 Miles Mileage Fee @ \$3.50 | \$35.00 |

Exhibit A -CURRENT PRICING

| | DESCRIPTION | | UNIT PRICE \$ | To RRE | To PCSD |
|----|---|----------|------------------|--------|---------|
| 1 | Light Duty Basic Call fee – (includes 30 minutes of standby and/or recovery time) | Each | 63.00 | 63.00 | DNA |
| 2 | Light Duty Loaded Mileage Charge | Per Mile | 3.50 | 3.50 | DNA |
| 3 | Medium Duty Basic Call fee (includes 30 minutes of standby and/or recovery time) | Each | 75.00 | 75.00 | DNA |
| 4 | Medium Duty Loaded Mileage Charge | Per Mile | 4.00 | 4.00 | DNA |
| 5 | Heavy Duty Basic Call Fee (includes 30 minutes of standby and/or recovery time) | Each | 207.00 | 207.00 | DNA |
| 6 | Heavy Duty Loaded Mileage Charge | Per Mile | 7.00 | 7.00 | DNA |
| 7 | Off Road Recovery Flat Rate Light Duty No Mileage | Each | 58.00 | 58.00 | DNA |
| 8 | Off Road Recovery Flat Rate Medium Duty No Mileage | Each | 115.00 | 115.00 | DNA |
| 9 | Off Road Recovery Flat Rate Heavy Duty No Mileage | Each | 173.00 | 173.00 | DNA |
| 10 | Roadside Assistance Flat Rate | Each | 63.00 | 63.00 | DNA |
| 11 | Daily Storage Fee – ARS 28-3511 | Per Day | 15.00 | 10.00 | 5.00 |
| 12 | Daily Storage Fee – Non- Impound Vehicles – Light Duty Vehicles | Per Day | 20.00 | 15.00 | 5.00 |
| 13 | Daily Storage Fee – Non-Impound Vehicles – Medium Duty Vehicles | Per Day | 52.00 | 47.00 | 5.00 |
| 14 | After Hour Open Lot Rate | Each | 35.00 | 35.00 | DNA |

PIMA COUNTY STANDARD TERMS AND CONDITIONS (12/20/10)

1. OPENING:

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

2. EVALUATION:

Responses shall be evaluated to determine which response is most advantageous to the COUNTY considering evaluation criteria, conformity to the specifications and other factors.

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

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

3. AWARD NOTICE:

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

4. AWARD:

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

5. WAIVER:

Each respondent, by submission of an offer, bid or proposal proclaims and agrees and does waive any and all claims for damages against COUNTY or its officers or employees when any of the rights reserved by COUNTY may be exercised.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

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

7. INTERPRETATION and APPLICABLE LAW:

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

8. WARRANTY:

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

9. QUANTITY:

The quantity of goods ordered shall not be exceeded or reduced without written permission in the form of a properly executed blanket contract, purchase order or contract revision or amendment as required by COUNTY Procurement Code except in conformity with acknowledged industry tolerances. All quantities are estimates and no guarantee regarding actual usage is provided.

10. PACKING:

No extra charges shall be made for packaging or packing material. Contractor shall be responsible for safe packaging conforming to carrier's requirements. All packages shall bear the content(s) quantity, product identification, purchase order number, and destination address plainly marked in indelible ink on the exterior of each package.

11. DELIVERY:

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

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

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

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

12. SPECIFICATION CHANGES:

COUNTY shall have the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment shall be made and the order shall be modified in writing. Any agreement for adjustment must be made in writing. Nothing in this clause shall reduce Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

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

14. SHIPPING TERMS:

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

15. PAYMENT TERMS:

Payment terms are net 30, unless otherwise specified by the agreement documents.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

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

17. RIGHTS AND REMEDIES OF PIMA COUNTY FOR DEFAULT:

In the event any item furnished by the Contractor in the performance of the agreement should fail to conform to the specifications thereof, or to the sample submitted by the Contractor, County may reject same, and it shall thereupon become the duty of the Contractor to reclaim and remove the same, without expense to the COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should the Contractor fail,

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neglect, or refuse immediately to do so, COUNTY, shall have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to the Contractor the difference between the price named in the contract or purchase order and actual cost to COUNTY.

In the event the Contractor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to Purchase in the open market and invoke the reimbursement condition above shall apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the contract or purchase order, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of COUNTY provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

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

19. COOPERATIVE USE OF RESULTING AGREEMENT:

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

20. PATENT INDEMNITY:

Contractor shall hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the blanket contract purchase order or contract. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

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

22. UNFAIR COMPETITION AND OTHER LAWS:

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

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23. COMPLIANCE WITH LAWS:

Contractor shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this Contract shall be brought in a court of the State of Arizona in COUNTY.

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

24. ASSIGNMENT:

Contractor shall not assign its rights to the resultant agreement, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

25. CONFLICT OF INTEREST:

All agreements are subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all resultant contracts or purchase orders as if set forth in full herein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

Pursuant to the provisions of A.R.S. § 11-251, sub-section 42, this agreement may be canceled if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining any agreement. In the event of such cancellation, COUNTY shall have no further obligation, other than for services or goods that have already been received.

28. PUBLIC INFORMATION:

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

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

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

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

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and are unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the agreement. It is agreed that such tools and documentation are the property of COUNTY and shall

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be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation shall be delivered to COUNTY within twenty days of acceptance by the COUNTY of the first article sample, or not later than ten days of termination of the agreement associated with their development, without additional cost to COUNTY. The Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost.

Should exceptional circumstances be present that may justify an additional charge, the Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by the Contractor result in additional costs to the COUNTY the Contractor agrees to reimburse the COUNTY for said actual and incremental costs provided that the COUNTY had given the Contractor reasonable time to respond to the COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

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

31. NON-EXCLUSIVE:

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

32. PROTESTS:

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

33. TERMINATION:

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

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event that there are inconsistencies between agreement documents, following is the order of precedence, superior to subordinate, that shall be applied to resolve the inconsistency: blanket contract; purchase order; offer agreement or contract attached to a blanket contract or purchase order; standard terms and conditions; other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of the Contractor shall be that of an independent Contractor. Neither Contractor nor Contractor officer's agents or employees shall be considered an employee of COUNTY or be entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor shall be solely responsible for program development and operation.

36. BOOKS AND RECORDS:

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

37. COUNTERPARTS:

The blanket contract, purchase order or contract awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart shall be deemed an original, and together such counterparts shall constitute one and the same instrument. For the purposes of the blanket contract, purchase order or contract, the signed offer of Respondent and the signed acceptance of COUNTY shall each be deemed an original and together shall constitute a binding blanket contract, purchase order or contract, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the blanket contract, purchase order or contract. If any court or administrative agency determines that COUNTY does not have authority to enter into the blanket contract, purchase order or contract, COUNTY shall not be liable to Contractor or any third party by reason of such determination or by reason of the blanket contract, purchase order or contract.

39. FULL AND COMPLETE PERFORMANCE:

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

40. SUBCONTRACTOR:

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

41. SEVERABILITY:

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

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

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

COUNTY shall have the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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

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

43. CONTROL OF DATA PROVIDED BY PIMA COUNTY:

For those projects and contracts where Pima County has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by Pima County, Contractor shall treat, control

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and limit access to said information as confidential and under no circumstances release any data provided by County during the term of this agreement and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and is further prohibited from selling such data directly or through a third party. Upon termination of the associated agreement or completion of the required contractual intent whichever occurs sooner, Contractor shall either return all data to County or shall destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.

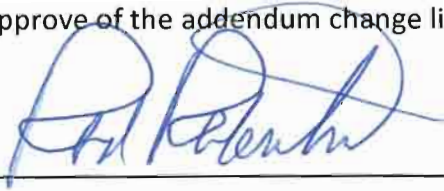
END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

Rod Robertson Enterprises/Pima County Sheriff's Department
Addendum to Vendor Agreement

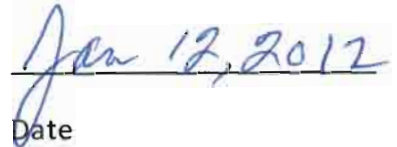
1-12-2012

Vendor agrees to allow PCSD to collect all towing, storage and other miscellaneous fees related to the processing of each vehicle towed, assisted, processed and/or stored by RRE. After said fees are collected in accordance with the conditions, terms and rates of this contract, PCSD will forward those portions of said fees obligated to RRE after review of invoices for each 30 day period during from the calendar year or until this contract expires.

I approve of the addendum change listed above.

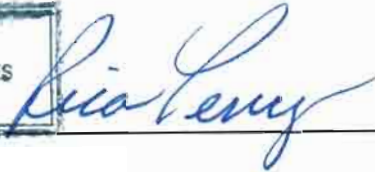


Signature



Date

Subscribed and sworn to before me this 12 day of January, 2012.
STATE: TEXAS COUNTY: BEXAR



Notary Public

Amendment # 1

Offer Agreement # 1100831 Towing Services

Addition RICO vehicle towing/auction services:

- *The tow company (RRE) shall submit invoices for all towing, mileage fees and any other expenses for the movement of vehicles to PCSD Property and Evidence for payment.*
- *The tow company (RRE) shall provide a direct point of contact to the PCSD Financial Investigations (RICO) Unit to exchange documentation, track inventory, maintain accurate and timely communication, and address any other related administrative issues.*
- *If awarded through court order, the PCSD Financial Investigations (RICO) Unit will provide the tow company with an inventory list of vehicles ready for auction. When the vehicle is auctioned, the tow company receives first, 10% of the sale proceeds of the vehicle plus any related expenses it incurs from the sale. Other expenses may include but are not limited to things such as title transfers, vehicle service to ready the vehicle for auction, etc. (note: related expenses should be vetted with the PCSD Financial Investigations (RICO) Unit prior to application).*
- *After the initial 10% has been paid to the tow truck company, the remaining amount will be paid (90%) to the Pima County Anti-Racketeering Fund and delivered to the PCSD Financial Investigations (RICO) Unit for allocation as stipulated within the forfeiture judgment order.*
- *The tow company (RRE) is authorized to charge a 10% Buyer's Premium fee.*



*Luis A. Barthelemy
V.P. of Operations
Rod Robertson Enterprises, Inc.*

MAY 6, 2014