

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BERGE FORD, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of January 26, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Berge Ford, Inc., an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona ("Mesa") entered into Contract No. 2016059, dated December 1, 2015 (the "Mesa Contract"), with the Vendor for the purchase of 1/2 ton pickup trucks. A copy of the Mesa Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the Mesa Contract, at its discretion and with the agreement of the awarded Vendor, and the Mesa Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mesa Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with one 2016 F150 Ford 2WD truck, as more particularly set forth in Section 2 below (the "Vehicle") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicle.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 25, 2017, unless terminated as otherwise provided in the Mesa Contract.

2. Scope of Work. Vendor shall provide to the Town the Vehicle under the terms and conditions of the Mesa Contract and in the configuration as set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Vehicle is subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement and/or the Mesa Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay Vendor an amount not to exceed \$25,000.00 for the Vehicle at the unit rate set forth in the Mesa Contract and as more particularly set forth in the Quote attached hereto as Exhibit B.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicle and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) document the Vehicle delivered and accepted to date. Additionally, an invoice submitted without referencing this Agreement and the Mesa Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

8. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

10. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Mesa Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mesa Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Mesa Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the Mesa Contract, the Town shall be afforded all of the rights and privileges afforded to Mesa and shall be the "City" (as defined in the Mesa Contract) for the purposes of the portions of the Mesa Contract that are incorporated herein by reference.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mesa to the extent provided under the Mesa Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town

under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
 16705 East Avenue of the Fountains
 Fountain Hills, Arizona 85268
 Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire, Esq.

If to Vendor: Berge Ford, Inc.
 460 East Auto Center Drive
 Mesa, Arizona 85204
 Attn: Richard Lewis

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BERGE FORD, INC.

[Mesa Contract]

See following pages.



December 1, 2015

Richard Lewis
Berge Ford
460 E. Auto Center Drive
Mesa, AZ 85204

Via email @rlewis@bergefords.com

Re: Invitation for Bids #2016059
1/2 -Ton Pick-up Trucks

Dear Richard:

Thank you for your bid in response to our request. I am pleased to inform you that your firm has been awarded this contract. Appropriate Purchase Order documents will be forwarded as vehicles are approved by the Mesa City Council. We have your current insurance coverage on file, so there is nothing that you need to do at this time; however, please be reminded that your current insurance policies expire on January 1, 2016, and we will need a renewal document with appropriate insurance minimums upon expiration.

This contract is valid beginning December 1, 2015 through November 30, 2017. Your contact for this contract will be Tony Cronin with our Fleet Services Department; his telephone number is (480) 644-4468. Please feel free to call me at (480) 644-2179 if you have any questions regarding this letter or the contract. We look forward to working with you.

Sincerely,

Cyndi Gonzales

Cyndi Gonzales
Procurement Specialist

c: File #2016059

Search

- Purchasing
 - Bid Opportunities
 - Open Solicitations
 - Under Evaluation
 - Intent to Award
 - Awarded
 - Canceled
 - Other Procurement Opportunities
 - Vendor Self Service

Awarded

Light Duty Pick-up Trucks - 1/2-Ton Capacity

Department: Business Services

Category: Awarded

RFP 2016059

Number:

Start Date: 09/28/2015

Close Date: 09/29/2015

Award Notice: December 1, 2015

This contract has been awarded to Berge Ford (a Mesa business) at \$863,308.00

[Revised Bid Tabulation \[PDF\]](#)

[Successful Bidder \[PDF\]](#)

[Return to full list >>](#)

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- Policy & Disclaimer
- Site Map
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- Employee Login

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DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** The City of Mesa is dedicated to providing superior services to its customers in order to improve the quality of life for Mesa residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.
2. **SCOPE OF WORK.** Bidder shall furnish twenty-six (26) 2016 or newer Light Duty Pick-up Trucks (1/2-Ton Capacity).
3. **DELIVERY.** Delivery shall be made to the location(s) contained herein no longer than one hundred eighty (180) days after receipt of an order.

Ship to: City of Mesa Fleet Services Department
310 W. 6th Street
Mesa, AZ 85201

4. **ADDITIONAL PURCHASES.** The City reserves the right to purchase additional Light Duty Pick-up Trucks (1/2-Ton Capacity) at the bid price for twelve (12) months after the bid award date.

Orders placed after initial bid pricing expiration date shall be priced not to exceed initial bid price or the bid price plus cumulative change from the bid opening date in the **Producer Price Index for 336110 Not Seasonally Adjusted** as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bis.gov/ppi/home.htm>).

5. **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General and Products Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

"Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor."

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

6. **PRICE.** All pricing shall be firm for a minimum of one-hundred eighty (180) days except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

STANDARD TERMS AND CONDITIONS

employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

- S.31 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
- S.36 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.38 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or

STANDARD TERMS AND CONDITIONS

procurement rules and regulations of the respective government agency.

The City currently holds Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

X
A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

- S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.40 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.41 **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this

SPECIAL TERMS AND CONDITIONS

CONTRACT WILL BE IN FORCE FOR TWO (2) YEARS FROM AWARD DATE

Sixty (60) days prior to the initial one (1) year contract effective date, the Bidder may submit a written request that the City increase the prices in the amount no more than the twelve (12) month change in the Producer Price Index for 336110, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>).

The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld. Renewal prices for the second contract year shall be firm for a minimum of a one hundred eighty (180) days.

1. **BIDDER QUALIFICATIONS.** All Bidders must be licensed to sell and deliver vehicles and equipment in the State of Arizona.
2. **DEVIATION FROM SPECIFICATIONS.** No significant or material deviation from the terms of this specification is acceptable.
3. **SHIPPING TERMS.** Bid prices shall be F.O.B. destination, Fleet Services Division, 310 E 6th Street, Mesa Arizona 85201-1466. Bidder shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and related charges shall be the responsibility of the Bidder. The Bidder shall file all claims for visible or concealed damage. Fleet Services will notify the Bidder promptly of any damaged goods and assist the Bidder in arranging for inspection.
4. **DELIVERY/INVOICING.** Bidders are to deliver the equipment within the time frame bid. The Bidder shall be responsible for delivery of all equipment in a complete and ready-for-use condition with all components functioning, cleaned, tested, lubricated, and serviced. Equipment delivered shall be free of decals or emblems identifying or advertising the Bidder. Safety decals or the standard identification of a manufacturer is acceptable.

The Bidder shall be responsible for ensuring the delivery performance of subcontractors.

Delivery shall be between the hours of 8:00 a.m. and 12:00 noon or 2:00 p.m. and 4:00 p.m., Monday through Friday (excluding holidays), to the Fleet Services Facility, 310 E 6th Street, Mesa Arizona 85201-1466. The vehicle(s) shall be prepared for immediate use including not less than one quarter (1/4) tank of fuel. Vehicles delivered with less than 1/4 tank of fuel will be refused.

Documents to be presented at the time of delivery shall include the following:

- One (1) Title/registration application for each unit delivered.
- One (1) Manufacturer's window sticker with price and option information. **Do not leave the sticker on the vehicle door glass.**
- One (1) Dealer's invoice with a typed VIN, purchase order number, and dealer's stock number.
- One (1) Manufacturer's "Statement of Origin" for each unit delivered with a typed assignment as follows:

City of Mesa
Fleet Services Department
P.O. Box 1466
Mesa, AZ 85211-1466

Documents to be delivered PRIOR TO DELIVERY OF THE LAST UNIT (Delivery shall not be considered complete until the City is in receipt of the manuals) shall include:

- If the vehicle is equipped with auxiliary equipment, two (2) sets each of the parts books, service manuals, and video (if available) shall be furnished with each system.

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

Specification	Meets	Explain Deviation
CHASSIS		
The GVWR shall be 6,400 to 6,900 lbs (depending upon wheelbase and box size) and be spread over two axles. The manufacturer will use the federal/state bridge formula and axle-loading laws to determine the maximum legal weight allowed. The wheelbase, cab to axle and axle to end of frame overhang dimensions shall be engineered to provide the best possible weight distribution, maximize the legal payload the truck can carry and ensure that over-all length is kept to a minimum.		X 6,200 to 7000 GVWR
GVWR: 6,400 lb. (Regular cab - 6.5' Fleetside box) OAL: 205.6" WB: 119.0" BBC: 116.5"		X 6,200 lb. X 209.3" X 122.4" X 130.4"
The GVWR shall be identified in the cab or on the door as the final complete certification label.	X	
Vendor to provide wheelbase of truck bid: 122.4"	X	
Vendor to state combined weight of the cab/chassis and body as a complete unit with all fluids full but without operator: 4,361 lbs.	X	
FRAME AND RELATED ITEMS		
Straight channel steel (60,000 PSI yield)		X 49,300 PSI
Side rails: 8.06 x 2.77 x 0.11"		X 9.06X3.58X.087LD
Section modulus: 4.379	X	4.95 SM
Two front tow hooks, frame mounted.		4X4 only
FRONT AXLE & EQUIPMENT		
Front Axle: 3,200 lb. capacity.	X	
Coil Springs: 1,600 Independent Coil. Shock Absorbers: Heavy-duty.		X 1,425
REAR AXLE & EQUIPMENT		
Rear Axle: GM semi-floating, single reduction, 3,950-lb capacity.		X 3,225-lb Rating@Ground
Rear Suspension: Multi-leaf, 2-stage, Shock Absorbers: Heavy-duty. The vehicle shall be equipped with a suspension system (axles, springs, wheels and tires) having a rated capacity equal to or in excess of the GVWR. The chassis shall not be modified above chassis manufacturer's maximum GAWR as shown on the certification label. All vehicles shall be furnished with OEM heaviest duty available springs, shock absorbers, and stabilizer device(s).	X	
Rear differential ratio: 3.23		X 3.31 ratio
BRAKES		
4-wheel anti-lock; 11.8" disc front, 256.7 sq. in. swept area per axle; 11.6" drum rear, 204.8 sq. in. swept area per axle.	X	
STEERING		
Conventional Position		
Power Steering: Integral power steering, variable ratio	X	
Tilting and telescoping steering column.	X	
Steering Wheel: 18 inch		X 16"
Bidder Name <u>Berge Ford</u>		Date: <u>9-24-2015</u>

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

Specification	Meets	Explain Deviation
TRANSMISSION		
Preferred: 6-speed Automatic Transmission	X	
DRIVELINE		
Tubular shaft, Nylon-coated slip joint splines.	X	
ENGINE		
The truck shall be powered by a liquid cooled, computer controlled 5.3 L V8 E85 Flex Fuel Engine. The engine shall meet or exceed all applicable emission standards in place at the time of assembly.		X 5.0L V8 FFV
Vendor to state:		
Engine Make: Ford		
Engine Model: 5.0L V8 FFV		
Engine Rating: 385 hp 387 torque @ 3850 RPM		
Cooling system shall be <i>manufacturer's maximum</i> possible system for engine/chassis combination. The cooling system must be capable of maintaining safe operating temperature in ambient temperatures as high as 120 degrees F. A coolant overflow recovery tank and compensating system shall be furnished. The cooling system shall be protected with an OEM solution of extended life antifreeze/coolant. The cooling system shall be filled with a 50% concentration of glycol-base antifreeze coolant.	X	
Air Cleaner: Single element	X	
Starter Motor: Delco or equivalent	X	
Silicone radiator and heater hoses		N/A From Ford Motor CO.
ELECTRICAL & GAUGES		
Alternator: 145 Amp.	X	
Batteries: Maintenance free type, 600 CCA.	X	
Battery cables: Sealed terminal design. Ground cable shall terminate at the cranking motor.	X	
Positive post for jump starts including dust caps.	X	
Radio: AM/FM stereo with CD and clock.	X	
Halogen headlamps w/daytime headlight system.	X	
Intermittent windshield wiper switch.	X	
Indicator: Low engine oil pressure	X	
Indicator: Water temperature	X	
Indicator: Transmission temperature	X	
Indicator: Park brake w/light	X	
Gauge: Speedometer / Odometer, dash mounted.	X	
Gauge: Tachometer, dash mounted.	X	
Gauge: Coolant temperature	X	
Gauge: Engine oil pressure.	X	
Gauge: Fuel, dash mounted	X	
Gauge: Volt/amp meter, dash mounted.	X	
Gauge: Transmission temperature	X	
The vehicle shall be furnished with an integrated electronic device that controls electrical power to trailer braking system and provides ideally matched braking force between tow vehicle and trailer.	X	

Bidder Name Berge Ford

Date: 9-24-2015

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

Specification	Meets	Explain Deviation
The vehicle shall be furnished with a 4-way brake wiring connector or access to brake wiring, wiring located under the instrument panel. This connector or wiring access shall contain the following circuits: <ul style="list-style-type: none"> • Battery Ground • Battery Positive • Stop Lamp Switch • Electric Brake Feed 	X	
FUEL TANK		
Single 26 gallon. The fuel tank(s) shall be protected by a metal shield, or be located in an area which will be free from hazards of off-road operation. (Example: tanks located between frame rails or more than 38 cm (15 in) ground clearance.) The fuel fill pipe shall be protected against deformation by body or component installation. When more than one fuel tank is furnished, the tanks shall be interconnected. A fuel gauge shall be provided which accurately indicates total remaining fuel.		X 23 Gallon
PAINT		
Cab & Body: Determined by the City of Mesa Fleet Services	X	
Chassis Frame: Black	X	
Wheels: Summit White		X Silver Steel
TIRES & WHEELS		
The wheels shall be 17 x 7.5" steel disc wheels. Tires shall be Michelin or Goodyear and sized and rated to meet the DOT bridge formula for maximum legal payload and safety.	X	
Front Tire (2): LT245/70R17 All-Terrain Blackwall Load Range C Tires, All-Weather Tread Design	X	
Rear Tire (2): LT245/70R17 All-Terrain Blackwall Load Range C Tires, All-Weather Tread Design	X	
Full size spare tire and wheel with TPMS sensor (1) identical what is installed on the vehicle shall be included.	X	
CAB & EQUIPMENT		
Maximum engine compartment insulation to reduce noise and heat in the cab The noise level shall not exceed the OSHA standard of 80 decibels over an 8-hour period.	X	
Windshield: Conventional flat glass, one piece. Solar-Ray Deep-Tinted Glass. All glass to have maximum tint allowed by law (all windows)	X	
Storage pouch or glove compartment.	X	
Insulated headliner with dome light.	X	
Air conditioning w/ integral heater and defroster.	X	
Interior Color: Gray or Graphite.	X	
Seat Belts: 3-point style	X	
Two visors to be hinged in such a manner to provide shade to both the windshield and the side windows.	X	

Bidder Name Berge Ford

Date: 9-24-2015

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

Specification	Meets	Explain Deviation
Radio: AM/FM/CD stereo radio w/clock.	X	
12-volt accessory plug (to be mounted in center of cab below dash or on center console)	X	
Towing Package Mirror Option Code 6P3		X N/A on 122" WB / Included in pricing on all other WB'S
All mirror mounts shall include anti-vibration bracing.	X	
40-20-40 Split bench Fabric seat	X	
Gray or Graphite Dashmat	X	
4 Sets of Keys and if power option 4 Sets of Key Fobs	X	
CHASSIS/LIGHTING		
Manufacturer's standard lighting (exterior and interior) shall conform to FMVSS 108.	X	
HITCH ASSEMBLY		
Vehicle shall not tow beyond approved gross combination rating. It is the vehicle operator's responsibility to verify and approve towing combination.	X	
Factory Class 4 receiver and combination pintle and 2" ball.	X	
Rear tow loops shall be welded to the tow plate; located on either side of the pintle hook, tow loops must not interfere with the operation of the pintle hook or combination articulation. Each tow loop shall provide an ultimate strength at least equal to the GVW of the truck furnished. The attachment devices shall be capable of accommodating a standard grab hook [116 mm (4-9/16 in) wide, 30 mm (1-3/16 in) thick, 19.8 mm (25/32 in) throat width)] for a 16 mm (5/8 in) chain	X	
Trailer electrical connector with boot (Pollak 11-721) shall be provided and installed on the left side of the hitch plate and wired to SAE J560 (7-wire) standards.	X	
Trailer brake control system shall be furnished. The trailer brake control system shall include: Coincident control of trailer brakes with prime mover foot control. Independent hand control for trailer brakes Automatic breakaway feature. Trailer stoplight control operable with foot brake and with hand control for trailer brakes.	X	
Back up alarm shall be installed	X	

Bidder Name Berge Ford

Date: 9-24-2015

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

WARRANTY		
<p>Warranty is very important to the City of Mesa. All bidders will be expected to provide the following warranty terms:</p> <p>6 year – 100,000 mile (whichever comes first) - All body and sheet metal components shall be warranted against rust-through corrosion.</p> <p>5 year – 100,000 mile (whichever comes first) for repairs which are required as a result of defects due to material and/or workmanship to the power train components as listed below: Engine, Transmission/Transaxle/Transfer Case, Final Drive System, Courtesy Transportation & Roadside Assistance will be provided</p> <p>3 year – 36,000 mile (whichever comes first) bumper to bumper limited warranty</p>	<p>X</p> <p>X</p> <p>X</p>	<p>X 5 Years / Unlimited Miles</p>
<p><u>Bidders can provide either factory or bidder purchased warranty.</u> If bidder purchased warranty program is offered, bidder shall provide (with bid submittal) all documentation that proves that program meets or exceeds factory warranty specification.</p> <p>If bidder purchased warranty program is provided, bidder is responsible for filing all claims and recovering payment <i>from warranty provider, not the City of Mesa.</i> City of Mesa will expect that the program will perform as normal factory offered programs.</p> <p>Failure to meet this provision will be considered non-responsive.</p>		

Bidder Name Berge Ford

Date: 9-24-2015

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

STATEMENT OF WEIGHT ESTIMATES. Provide weight estimates within a tolerance of +/- 3% for the chassis weight as configured by the Specification with a 190-pound driver and full fuel tank.

Front Axle: (Tare)	2466	lbs.
Front Axle: (Loaded)		lbs.
Tag Axle(s) (if equipped - Loaded)		lbs.
Rear Axle or Tandem (Tare)	1757	lbs.
Rear Axle or Tandem (Loaded)		lbs.
Total Tare:	4223	lbs.
Total Gross Weight		lbs.
Payload Capacity:	1910	lbs.

IMPORTANT NOTE: The Gross Vehicle Weight Rating (GVWR) shall be furnished and identified by a decal in the cab or on the inner door frame as the final complete certification label (minimum rating).

The Gross Combined Weight Rating (GCWR) (if applicable) shall be furnished and identified by a decal in the cab or on the inner door frame to indicate approved weight that can be towed.

HEIGHT. State height from ground to top of frame at centerline of rear axle (tandem):

Loaded: _____ in.

Unloaded: _____ in.

ADDITIONAL WARRANTY INFORMATION

COMPONENT	HOURS	MONTHS	MILES	COST
ELECTRICAL		36	36,000	
BATTERY		36	36,000	
ALTERNATOR		36	36,000	
STARTER MOTOR		36	36,000	
ENGINE		60	100,000	
COOLING SYSTEM		36	36,000	
ENGINE ACCESSORIES		60	100,000	
FAN CLUTCH		36	36,000	

Bidder Name Berge Ford

Date: 9-24-2015

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

COMPONENT	HOURS	MONTHS	MILES	COST
EXHAUST		36	36,000	
FRAME		36	36,000	
FUEL SYSTEM		36	36,000	
INSTRUMENTATION		36	36,000	
LIGHTING		36	36,000	
PAINT		36	36,000	
STEERING		36	36,000	
POWER-STEERING PUMP		36	36,000	
GEAR BOX		36	36,000	
HYDRAULIC CYLINDERS		36	36,000	
SUSPENSION FRONT		36	36,000	
SHOCKS		36	36,000	
SUSPENSION REAR		36	36,000	
SHOCKS		36	36,000	
TIRES		Tires Pro Rated by Manufacturer		
TRANSMISSION		60	100,000	
WHEELS		36	36,000	
AIR CONDITIONING		36	36,000	
HEATING		36	36,000	
AXLE FRONT		36	36,000	
DRAG LINKS		36	36,000	
SEALS		36	36,000	
TIE RODS		36	36,000	
BEARINGS		36	36,000	
BRAKES		36	36,000	
ABS		36	36,000	
AIR COMPRESSOR		N/A		
AIR DRYER		N/A		
AIR SYSTEM		N/A		
AIR TANK		N/A		

Bidder Name Berge Ford

Date: 9-24-2015

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

COMPONENT	HOURS	MONTHS	MILES	COST
BRAKE CHAMBERS		36	36,000	
BRAKE LINING		36	36,000	
CALIPERS		36	36,000	
DRUMS/ROTORS		36	36,000	
HYDRAULIC SYSTEM		36	36,000	
MASTER CYLINDER		36	36,000	
PARKING BRAKE		36	36,000	
SLACK ADJUSTERS		N/A		
WHEEL CYLINDERS		36	36,000	
CAB		36	36,000	
CHASSIS		36	36,000	
CLUTCH		N/A		
DRIVE LINE		36	36,000	
CENTER BEARING		36	36,000	
U-JOINTS		36	36,000	
USE ADDITIONAL LINES BELOW TO ADD OTHER PARTS NOT LISTED PREVIOUSLY.				

WARRANTY REPAIR FACILITY. If the bid you are submitting will be to provide warranty repairs at an authorized dealer within a 50-mile radius of 310 East Sixth Street Mesa, Arizona, initial here to acknowledge: RKL

Name and location of the service and warranty dealer:

Dealer Name: Berge Ford
 Address: 460 E. Auto Center DR.
 City: Mesa, AZ, 85204-6500
 Phone/Fax: 480-497-1111 / 480-497-7582

Bidder Name Berge Ford

Date: 9-24-2015

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

SUB CONTRACTORS. All Sub Contractors involved in the completion of this bid must be listed. Each Sub Contractor shall include two (2) sets of parts/service manuals for items installed. In order for a vehicle to be accepted, these items must be provided at the time of delivery:

Company Name: Sun Country
Address: 4245 E. Superior
Phone/Fax: 602-438-4956 / 602-438-4947
Contact Name: Keith Ladd
System/Parts Installed: Hitch, Back Up, Lift Gate, Plug and Golight

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
System/Parts Installed: _____

REFERENCES. Provide references of purchasers/users of the equipment bid. The contact person shall be someone who has responsibility for the operation of the equipment. References from the western United States are preferred.

Company Name: Pima County
Address: 1301 S. Mission RD, Tucson, AZ 85713
Phone/Fax: 520-740-2614 / 520-623-7387
Contact Name: Bob Charlton
Title: Fleet Manager

Company Name: Maricopa County
Address: 3325 W. Durango St. Phoenix, AZ 85009
Phone/Fax: 602-506-4667 / 602-372-3953
Contact Name: Les Glover
Title: Fleet Manager

PARTS AVAILABILITY. The successful bidder shall maintain and/or have access to a parts inventory that can meet the City of Mesa's delivery requirements.

Please state the estimated one-way mileage between 310 East 6th Street, Mesa, AZ and the nearest authorized parts supplier: 4.6 miles

The bidder shall provide a listing of a minimum of four (4) authorized parts suppliers. The listing shall include the company name, mailing address, telephone number, FAX number, as well as the name and job title of a contact person.

Company Name: Berge Ford
Address: 460 E. Auto Center Dr. Mesa, AZ 85204-6500
Email Address: jesparza@bergeford.com
Phone/Fax: 480-497-7660 / 480-497-7581
Contact Name: June Esparza
Title: Parts Manager

Bidder Name Berge Ford

Date: 9-24-2015

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

Company Name: Earnhardt Ford
Address: 7300 W. Orchid Ln. Chandler, AZ. 85226
Email Address: www.earnhardtfordparts.com
Phone/Fax: 480-763-6230
Contact Name: Joe Chafin
Title: Wholesales Parts

Company Name: Sanderson Ford
Address: 6400 N 51st St, Glendale, AZ. 85301
Email Address: www.sandersonfordparts.com
Phone/Fax: 623-842-8762 / 623-842-8877
Contact Name: Dave Beard
Title: Parts Manager

Company Name: USD
Address: 1580 E Riverview Dr. Phoenix, AZ. 85034
Email Address: www.usdparts.com
Phone/Fax: 602-258-1900 / 602-258-2270
Contact Name: Scott Souza
Title: Parts Manger

Bidder Name Berge Ford

Date: 9-24-2015

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish twenty-six (26) Light Duty Pick-up Trucks (1/2-Ton Capacity) to the City of Mesa at the price(s) stated below.

Description	Unit Price	Quantity	Total Bid Price
Light Duty Pick-up Truck (1/2-Ton Capacity), per specifications	\$22,241.00	26 each	\$578,266.00

\$910.00 in Base Bid Price for Powertrain Care Non Taxable

Chassis Model Bid F-150 Reg Cab Body Model Bid F-150 Reg Cab 122" WB

Manufacturer: Ford

Model: F1C F-150 Reg Cab 122" WB

Model Year: 2016

Item No.	Description	Unit Price	
1.	Regular Cab – 8.1' long box (Fleetside) GVWR: 6,400 lb. OAL: 224.5" WB: 133.0" BBC: 116.5" Plus upgraded front and rear axles & suspension This cost is in addition to base price.	\$478.00	6,750 lb. 227.9" OAL 141.1 WB 124.3" BBC
2.	Extended Cab - 6.5' short box (Fleetside) GVWR: 6,400 lb. OAL: 230.2" WB: 143.5" BBC: 141.4" Plus upgraded front and rear axles & suspension This cost is in addition to base price.	\$ 3,766.00	6,900 lb. 231.9" OAL 145" WB 147" BBC
3.	Extended Cab – 8.1' long box (Fleetside) GVWR: 6,900 lb. OAL: 249.2" WB: 157.5" BBC: 141.4" Plus upgraded front and rear axles & suspension This cost is in addition to base price.	\$ 4,796.300	7,000 lb. 250.5" OAL 163.7" WB 146.9" BBC

Bidder Name Berge Ford

Date: 9-24-2015

PRICING AND COMPENSATION

4.	Crew Cab - 6' short box (Fleetside) GVWR: 6,700 lb. OAL: 249.2" WB: 143.5" BBC: 148.9" Plus upgraded front and rear axles & suspension This cost is in addition to base price.	5.5" Box \$7,072.00	6,800 lb. 231.9" OAL 145" WB 158.8" BBC
5.	Four-Wheel Drive (4x4) Reg. Cab (8' box): Extended Cab (6.5' box): Extended Cab (8' box): This cost is in addition to base price.	\$4,310.00 \$3,177.00 \$3,857.00	
6.	Hybrid Option (extended cab only) – with all upgrades Extended Cab (6.5' box): This cost is in addition to base price.	\$ N/A	
7.	Engine Option – 6.2 L (consistent towing only) This cost is in addition to base price.	\$ N/A	
8.	CNG Bi-Fuel or Dedicated (If Available) Must provide specification sheet with bid This cost is in addition to base price.	N/A \$	
9.	Power Windows, Door Locks & Mirrors This cost is in addition to base price.	\$ 1,407.00	Includes Power Trailer Tow Mirrors
10.	Tommy Lift Gate: Model G2-64-1340-EA38 This cost is in addition to base price.	\$2,671.00	Maxon 1300 lb.
11.	Remote controlled spotlight: Golight "Stryker" model 3106 (White) center cab 6 inches from windshield with cab mounted electric control. This cost is in addition to base price.	\$475.00	

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices.

Bidder Name Berge Ford

Date: 9-24-2015

PRICING AND COMPENSATION

FOB: Destination

Freight Costs: Unit prices should include all Shipping and Transportation Costs
No fuel surcharges will be accepted.

Delivery Period (after receipt of order: 90-120 days

Payment terms (not less than net 30 days): Net 30 Days

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.38?

Yes No (A "no" answer will not disqualify your bid.)

Bidder complies with S.9 "Compliance with Applicable Law"? Yes No

Date offered pricing expires: 3 / 24 / 2015 (Minimum of 6 months after bid award date)

Bidder has read and agrees with additional purchases (Detailed Specifications) and pricing terms:

Yes No (If No, please explain)

ADDENDA

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/purchasing prior to the bid opening (see i.2). Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda #1 RKL

Addenda #2 _____

Addenda #3 _____

Bidder Name Berge Ford

Date: 9-24-2015

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions will render a Bid Non-responsive.**

- No exceptions
 Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this bid
 Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see section S.12). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

- No additional materials have been included with this bid
 Additional Materials attached (describe--attach additional pages if needed)

Bidder Name Berge Ford

Date: 9-24-201

VENDOR INFORMATION

Company Legal/Corporate Name: Berge Ford

Doing Business As (if different than above): _____

Address: 460 E. Auto Center DR.

City: Mesa State: AZ Zip: 85204-6500

Phone: 480-497-7527 Fax: 480-497-7625

E-Mail Address: rlewis@bergeford.com Website: www.bergefordfleet.com

Taxpayer Identification Number: 86-0116457 DUNS # 035873991

Remit to Address (if different than above): Order from Address (if different from above):

Address: _____ Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Contact for Questions about this bid:

Name: Richard Lewis Fax: 480-497-7625

Phone: 480-497-7527 E-Mail Address: rlewis@bergeford.com

Day-to-Day Project Contact (if awarded):

Name: S/A Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: 07-033195-C
City Sales Tax Number: M0000562 City of: Mesa, AZ
Sales Tax Rate: .0805%

Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

Certified Small Business Certifying Agency: _____

Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

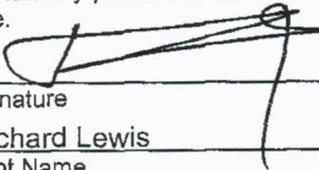
AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

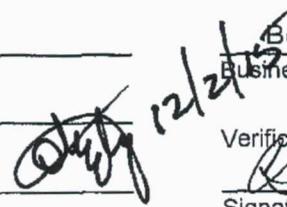
Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

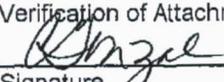
- 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____; Place of birth: _____
- 4. **United States Certificate of Birth abroad.**
Year of birth: _____; Place of birth: _____
- 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____
- 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____
- 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____
- 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____
- 9. **Refugee travel document.**
Date of Issuance: _____; Refugee Country: _____
- 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____
- 11. **United States Certificate of Citizenship.**
Date of Issuance: _____; Place of Issuance: _____
- 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____; Name of Tribe: _____
- 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____; Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.



Signature
Richard Lewis
Print Name
9-24-2015
Date

 12/2/15

Berge Ford
Business/Company Name
Verification of Attachment by City Staff Member:
 9/24/15

Signature Date

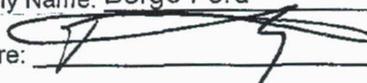
OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- g) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent 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").
- h) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- i) Under the provision of A.R.S. §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
- j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- k) It is current in all obligations due to the City.
- l) It will accept such terms and conditions in a resulting contract if awarded by the City.
- m) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Berge Ford

Signature: 

Printed Name: Richard Lewis

Title: Government Fleet Sales Manager

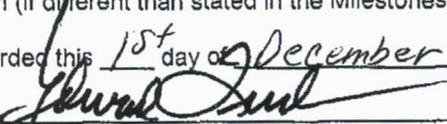
Date: 9-24-2015

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2016059**.

Term (if different than stated in the Milestones) 12/1/15 through 11/30/17

Awarded this 15th day of December, 2015


Edward Quedens, CPPO, C.P.M.
As Business Services Director

From: [Darryl Woodson](#)
To: [Cyndi Gonzales](#)
Subject: FW: IFB#2016059 - Light Duty 1/2 ton Pick-up Trucks
Date: Wednesday, November 18, 2015 9:50:19 AM

Cyndi,

Here's the clarification from Berge Ford regarding pricing expiration date. Pricing expires one year from award date.

From: Richard Lewis [mailto:rlewis@bergefords.com]
Sent: Wednesday, November 18, 2015 8:58 AM
To: Darryl Woodson <Darryl.Woodson@mesaaz.gov>
Subject: RE: IFB#2016059 - Light Duty 1/2 ton Pick-up Trucks

No, The price will be for year from date of award as per contract. You can call me on my cell. 480-241-9249

From: Darryl Woodson [mailto:Darryl.Woodson@mesaaz.gov]
Sent: Wednesday, November 18, 2015 8:23 AM
To: rlewis@bergefords.com
Subject: IFB#2016059 - Light Duty 1/2 ton Pick-up Trucks

Richard,

We're in the process of submitting a recommendation for award and noticed on your pricing and compensation page under "date offered pricing expires" the expiration date is listed as 3/24/15, was this a typo? Was it your intent to have the bid price expire on 3/24/16? Please reply as soon as possible, thank you.

Darryl Woodson, CPPB
Senior Procurement Officer
(480) 644-3261

As of July 1st, 2014, all vendors who are not registered in Vendor Self Service (VSS) will no longer receive solicitation notifications. To register, please go to: <http://mesaaz.gov/vendor/>

DoubleCheck identified this as **CLEAN**. Give feedback: [This is SPAM](#) • [More](#)

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
BERGE FORD, INC.

[Quote]

See following page.



460 EAST AUTO CENTER DRIVE
MESA, ARIZONA 85204
(480) 497-1111
(Hereinafter referred to as "Dealer or Seller")
www.bergeford.com

SALE CONTRACT FOR MOTOR VEHICLE

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF.

Date 01/06/2016 STOCK NO. 16G466

DEAL NO 236427 SERIAL NO. 1FTMF1C82GKD34200

CUST NO 237951
Please enter my purchase for one 2016 NEW XX DEMONSTRATOR USED Make FORD TRUCK License No. _____

Body Style 2WD REG CAB Model F-150 SERI Color Name OXFORD WHT Color Code _____

Trim Code _____ Trim Name _____ Odometer mileage at time of delivery 22
with standard equipment except as otherwise specified herein subject to the terms and conditions set forth on the face and reverse side hereof, and on the following basis, NO DEFINITE DELIVERY DATE CAN BE PROMISED IF VEHICLE IS SPECIAL ORDERED FROM FACTORY.

Equipment and accessories _____ Cash Sale Price of Described Motor Vehicle \$ 22703.00

All accessories to be installed or removed by Dealer are listed below:

Accepted: _____ PURCHASER

PAY-OFF - I understand that if the "pay off" on my vehicle is more than \$ N/A, I must pay the additional amount to the dealer upon demand, if the pay off is less than the amount estimated, the difference is to be forwarded to the lender to be applied to my new loan or refunded directly to me.

CUST. SIGNATURE X _____

Cash Price \$ N/A
Sales Tax \$ 1827.59
(1) Total Cash Price \$ 24530.59

\$ N/A

Cash Down Payment Deposit - Rec. No. _____

Agreed Trade in allowance for Used Vehicle _____

Serial No. _____ License No. _____

Less Pay-off to _____

Address _____

Net Used car allowance after pay-off (Subject to Verification) _____

(2) Total Down Payment _____

(3) Unpaid Balance of Cash Price _____

Registration Fees \$ N/A Title Fees \$ N/A Lien Tax \$ N/A Waste Tire Fee \$ 5.00

Weight Fees \$ N/A Assessor's Postage Fees \$ N/A Dealer Documentary Service Fee \$ 399.00 XX

Vehicle Theft Protection Plus (optional) \$ 199.00 XX Total \$ 5.00

Unpaid Balance \$ 24535.59

Less: Additional Down Payment Receipt # _____ \$ N/A

Unpaid Balance Due on Delivery \$ 24535.59

N/A REBATE CUSTOMER INITIAL
ASSIGNED TO DEALER
INCLUDING CASH DOWN
RETURNED TO CUSTOMER

At the time the above described vehicle is ready for delivery Buyer agrees to pay the foregoing Unpaid Cash Balance in full, plus or minus any pay-off adjustment. Buyer authorizes dealer to recover, replevin or repossess this vehicle if Unpaid Cash Balance is not paid within five (5) days from date. Buyer agrees to pay for any abuse or damage to vehicle, plus 15¢ per mile that vehicle has been driven while in Buyer's possession plus all incidental costs involved, including court costs and attorney fees. Title to the vehicle shall remain with Dealer or its assigns until the purchase price is paid in full. In case Buyer shall not pay, or make suitable arrangements with Dealer to pay the balance of the full purchase price within five days after notice that the vehicle is ready for delivery, Dealer may cancel this sale and retain the cash down payment deposits as liquidated damages, or at Dealer's option, bring suit to enforce Buyer's compliance with agreement of purchase or to collect damages for loss of sale. Cash down payment deposits are not refundable unless Dealer is unable to furnish vehicle as outlined above. In such case Buyer agrees to accept refund of the cash down payment deposits in full settlement of this agreement. Buyer agrees that there are no understandings agreements or representation, expressed or implied or statements made by sales personnel that are not specified herein, respecting vehicle being purchased. Buyer agrees that this agreement includes all the terms and conditions on both the face and reverse side hereof and that this agreement cancels and supersedes any prior conversations or agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. THIS AGREEMENT SHALL NOT BECOME BINDING UPON BUYER OR DEALER UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED EXECUTIVE. Buyer(s) by his execution of this agreement acknowledge that he has read its terms and conditions set forth on the face and the reverse side hereof.

If this is a sale NOT involving the extension of credit by the Dealer, it constitutes a contract binding the purchaser and the Dealer. If this is a CREDIT SALE and the disclosure statement has not been completely filled in, this order is not binding on the buyer and the buyer may cancel it and recover the deposit.

Purchaser intends to use the vehicle primarily for personal, family, or household purposes ("personal use") business, agricultural or other non-personal uses ("commercial use").

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby. This Order is not binding until accepted by Seller and, if a time sale, (1) appropriate financing disclosures are made and (2) a retail installment sale contract and purchase money security agreement ("Contract") is executed. Until a time sale Order becomes binding, Purchaser may cancel it and recover any deposit made. The Contract and this Order shall be subject to cancellation by Seller unless and until approval of the Contract is given by a bank or finance company willing to purchase the Contract from Seller.

LIMITATIONS/EXCLUSIONS OF PRODUCT WARRANTIES

(a) For "new" vehicles: (1) If the vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose unless Seller also gives Purchaser a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract with Purchaser which applies to the vehicle. In that event, any implied warranties arising from the sale of the vehicle shall be limited to duration of Seller's written warranty or service contract; (2) If the vehicle is purchased for commercial use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose. The vehicle is sold to Purchaser AS IS, except for any express warranties made by Seller, on its own behalf, or by the manufacturer of the Vehicle or of any component parts. (3) In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied.

(b) For "used" vehicles:

(1) Used Car Implied Warranty of Merchantability:

THE SELLER HEREBY WARRANTS THAT THE VEHICLE WILL BE FIT FOR THE ORDINARY PURPOSES FOR WHICH THE VEHICLE IS USED FOR 15 DAYS OR 500 MILES AFTER DELIVERY, WHICHEVER IS EARLIER, EXCEPT WITH REGARD TO PARTICULAR DEFECTS DISCLOSED ON THE FIRST PAGE OF THIS AGREEMENT. YOU (THE PURCHASER) WILL HAVE TO PAY UP TO \$25.00 FOR EACH OF THE FIRST TWO REPAIRS IF THE WARRANTY IS VIOLATED.

(2) Waiver of Used Car Implied Warranty of Merchantability:

ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCIÓN COMPRADOR: FIRMAR AQUÍ SOLO SI AMENDE SE LE VENDEDORES LE DIO QUE EL VEHÍCULO TIENE EL SIGUIENTE