

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

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of October 20, 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 two 2017 F150 pick-up trucks, as more particularly set forth in Section 2 below (the "Vehicles") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicles.

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 November 30, 2017, unless terminated as otherwise provided in the Mesa Contract.

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

3. Inspection; Acceptance. The Vehicles are subject to final inspection and acceptance by the Town. Vehicles 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 non-conforming Vehicles, 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 Vehicles into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay Vendor an aggregate amount not to exceed \$61,214.32 for the Vehicles at the unit rate set forth in the Mesa Contract and as more particularly set forth in the Quotes attached hereto as Exhibit B.

5. Payments. The Town shall pay the Vendor upon delivery and acceptance of the Vehicles and upon submission and approval of the invoice(s). The invoice(s) shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) document the Vehicles delivered and accepted to date. Additionally, invoices 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. Israel. Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a “boycott” of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

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

10. 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.

11. 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.

12. 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.

13. 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.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 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.

15. 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 (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) 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

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

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 (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) 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.

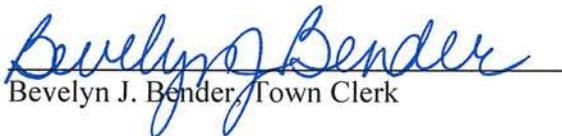
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation


Grady E. Miller, Town Manager

ATTEST:

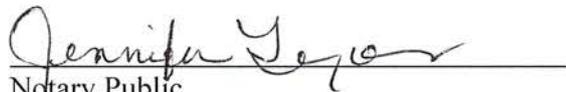

Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On October 24, 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]

“Vendor”

BERGE FORD, INC.,
an Arizona corporation

By: Theresa Worther

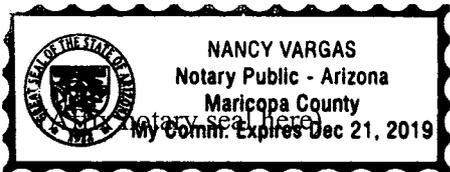
Name: Theresa Worther

Title: Commercial Acct mgr.

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On Sept 30, 2016, before me personally appeared Theresa
Worther, the Comm Acct mgr. of BERGE FORD, INC., an
Arizona corporation, whose identity was proven to me on the basis of satisfactory evidence to be
the person who he/she claims to be, and acknowledged that he/she signed the above document on
behalf of the corporation.



Nancy Vargas
Notary Public

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@bergeford.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 cont 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

INVITATION FOR BIDS #2016059
Light Duty Pick-up Trucks – ½-Ton Capacity

September 8, 2015

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, September 24, 2015** to provide twenty-six (26) **Light Duty Pick-up Trucks – ½-Ton Capacity**.

Brief Description: This Invitation for Bids is for the purchase of twenty-six (26) Light Duty Pickup-Trucks – ½-Ton Capacity.

NOTE: All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of bid opportunities and issuance of payment in the Vendor Self Service (VSS) system. For more information and to register go to <http://mesaaz.gov/business/purchasing/vendor-self-service> .

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at <http://mesaaz.gov/business/purchasing> .

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at <http://mesaaz.gov/business/purchasing>.

Questions concerning this solicitation should be directed, IN WRITING, to the following project contacts or their designees:

Technical Questions:
Darryl Woodson, CPPB
Procurement Officer
Purchasing
Fax: (480) 644-2655
Darryl.Woodson@MesaAZ.gov

General or Process Questions:
Cyndi Gonzales
Procurement Specialist
Purchasing
Fax: (480) 644-2655
Cyndi.Gonzales@MesaAZ.gov

20 East Main Street Suite 400
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel
480.644.2655 Fax

INSTRUCTIONS

- i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.
- i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.
- i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes No
DUE DATE & TIME FOR SUBMISSION AND OPENING:
Date: September 24, 2015
Time: 3:00 P.M. (Local Time)
- The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, bids are available for inspection by contacting Purchasing.
- i.4 **BID FIRM TIME:** 120 days from Opening
- Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.
- i.5 **BID SECURITY:** Yes \$ 0.00 No
- i.6 **SUBMIT BIDS TO:** Use label at the end of this solicitation package
City of Mesa
Attn: Purchasing
20 E. Main St., Suite 400
Mesa, AZ 85201
- Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted.
- No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.
- i.7 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

INSTRUCTIONS

- i.8 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.
- This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.
- This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.
- Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.
- i.9 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.
- Individuals or Sole Proprietorships must complete the affidavit in the “Vendor Information” section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.
- i.10 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City’s final approval and execution of the contract, bidder does so at its own risk.
- i.11 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.
- i.12 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on CD or thumb drive. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.13 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

INSTRUCTIONS

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

- i.14 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.15 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.16 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.17 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.18 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.19 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.

INSTRUCTIONS

- b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.20 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.

- i.21 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected proposal is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Mesa Procurement Rules ("Procurement Rules"). Please see the Procurement Rules for more information; if there exists any discrepancy in this Section i.22 and the Procurement Rules, the language of the Procurement Rules controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Procurement Officer no later than 6:00 p.m. four (4) calendar days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of seven (7) calendar days after: (i) the protestor knows or should have known the basis of the protest; or (ii) the date the City issues a Notice of Intent to Award. Protests that only become apparent after the City issues a Notice of Intent to Award must be filed within seven (7) calendar days after the protestor knows or should have known the basis of the protest; however, no protest may be filed later than seven (7) calendar days after contract execution.

A protestor must file the protest with the Procurement Officer. Only written protests submitted in accordance with the Procurement Rules, within the time allowed, that are based on legal and/or factual grounds will be considered. The Procurement Officer will issue a written decision.

A protestor has the right to appeal the decision of the Procurement Officer to the City Manager or designee. Appeals must be filed with the Chief Procurement Officer within seven (7) calendar days after the date the decision is received by the protestor. The appeal must be in accordance with the Procurement Rules and be based on factual or legal errors in the Procurement Officer's decision, not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Procurement Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the appeal to a hearing officer. The City Manager or designee will issue a written response to the appeal and this determination is final.

Protest and appeal responses will be made by the City in a timely manner. The Procurement Officer will have the sole discretion to stay the contract process until a protest or appeal is resolved. Concerns raised seven (7) calendar days or more after execution of the contract are not subject to this protest/appeal process. Protests and appeals that do not follow the processes contained in this section will be rejected.

ADDRESS PROTESTS TO:

Matt Bauer
Procurement Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

ADDRESS APPEALS TO:

Edward Quedens
Chief Procurement Officer, Business Services Director
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687

INSTRUCTIONS - EVALUATION

- i.22 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.23 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.24 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) Price. We will then evaluate the bids that have met the requirements above.
 - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable (item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).

This consideration does not apply to:

- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
- Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

- i.25 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.26 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.27 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Wednesdays. If Wednesday is a holiday observed by the City, Notice will be posted on Tuesday.

INSTRUCTIONS - EVALUATION

It is the bidder's responsibility to check the City of Mesa's Purchasing website at <http://mesaaz.gov/business/purchasing> to view Purchasing's Intent to Award notices. This is the only notification you will receive regarding the City's intent to award a contract related to this solicitation.

STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel,

STANDARD TERMS AND CONDITIONS

and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its 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").
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

S.10 **SALES/USE TAX, OTHER TAXES.**

- a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.
- b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is not exempt from state and local sales/use taxes.

STANDARD TERMS AND CONDITIONS

- S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.
- S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.
- S.13 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.16 **DEFAULT.**
- a. A party will be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - (iii) Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.

STANDARD TERMS AND CONDITIONS

- d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

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S.24 **INDEMNIFICATION/LIABILITY.**

- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
- b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.

S.25 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

S.28 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

S.29 **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

S.30 **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or

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

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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.

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

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Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

- S.46 **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

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.

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The manuals and schematics supplied shall provide complete and comprehensive information on all equipment, equipment components, and accessories as supplied to comply with this Specification. If changes, modifications, additions, or alterations of any kind are made on the equipment, the Bidder shall provide blueprints, line drawings, and descriptive text sufficient to allow one of average skill in general mechanics to diagnose, repair, and maintain the equipment and all components.

On equipment assembled from manufactured components, the parts manuals shall show the manufacturer of each part and all cross-referencing between the Bidder and manufacturer.

The City of Mesa shall have the right to reproduce any material for City of Mesa educational purposes only.

All books and manuals shall be delivered to the City of Mesa prior to delivery of the last unit. Delivery shall not be considered complete until the City of Mesa is in receipt of all books and manuals.

5. **ACCEPTANCE.** Each item delivered shall be subject to a complete inspection by Fleet Services prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to Specification, mechanical integrity, quality, workmanship, and materials. Thirty (30) calendar days shall be allowed for this process. If a problem or discrepancy is found, the dealer shall retrieve the vehicle within two (2) business days of notification for correction/repairs and redeliver said vehicle as soon as the repairs are complete.

Certified weight slip shall be presented for any unit that has had body modifications or body mounted to chassis, etc. The weight slip must reflect the tare weight and **fully loaded weight**. Fleet Services will reject any vehicle that does not meet advertised capacity and/or will not legally load (GVWR) to specification.

6. **ACCEPTANCE TESTING.** Upon and after delivery, the City shall fully test each vehicle for thirty (30) days in order to determine final acceptance. Such tests shall allow the City of Mesa to completely and accurately assess whether each vehicle, including all parts, equipment, materials, and functions, meets the requirements set forth in the contract documents.

The City reserves the right to test each function more than once during this thirty (30) day acceptance testing time period. If the City determines or finds a problem or failure with all or any part of a vehicle, the contractor shall be obligated to replace, correct, or fix any problem or failure.

7. **FINAL ACCEPTANCE, TESTING.** Final acceptance shall be evidenced by the City's written certification to Bidder that all vehicles, parts and components have been successfully delivered and installed by the Bidder, are operational and inspected and accepted by the City. The acceptance of such items shall be based on the items meeting, to the satisfaction of the City, the acceptance standards set forth in the contract document.

The items provided under this contract document shall meet all of the following standards:

- (i) All components shall be in good working order and operational upon Final Acceptance.
- (ii) All components shall be supplied from Bidder.
- (iii) All model and/or parts shall consist of the highest quality materials.
- (iv) All components shall be in good, undamaged condition.

The vehicle(s), to pass the final acceptance test, must operate free from defects during the test. "Free from Defects" means that the vehicle(s) operates in accordance with requirements set forth in, or delivered pursuant to, the specification.

SPECIAL TERMS AND CONDITIONS

8. **CERTIFICATION OF FINAL ACCEPTANCE.** The vehicle(s) shall require a certification of Final Acceptance. Such certification shall evidence that the Contractor has completed the vehicle(s) in accordance with the specification and the vehicle(s) have been inspected, tested and accepted by the City. The date certification of Final Acceptance that is executed by the City shall be the Final Acceptance Date. All Warranty Periods shall begin upon the Final Acceptance Date.
9. **CHANGE ORDERS.** No changes shall be made pursuant to the specification without a properly executed change order. Changes in the vehicle specifications, delivery schedule or vehicle parts may be made pursuant to a written change order signed by Peter Scarafiotti, Automotive Engineer. The Automotive Engineer, must sign any change order which modifies the total contract price. No changes shall be made to the vehicle(s) or parts without a properly executed change order.
10. **INSPECTION, TESTING AND REJECTION.** All items, including, without limitation, vehicles, parts, materials, and components shall be subject to inspection and testing by the City upon delivery.

If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this specification, the City shall have the right to require their correction or to require replacement. Items that have been rejected or required to be corrected shall be removed or, if permitted by the City, corrected in place by and at the expense of Bidder promptly after notice. Such items shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Bidder fails to remove promptly such items required to be removed, or to replace or correct promptly such items required to be removed, replaced, or corrected, Bidder shall be in default under this specification. In addition to, and not in lieu of, any rights that the City may have under this Contract Document or otherwise as a result of such default, the City, at its sole discretion, may either:

- (i). Accept delivery of the defective items and charge Bidder costs incurred or deduct from amounts due Bidder the costs incurred by the City for such correction; or
- (ii) Charge Bidder the total cost incurred by the City; or
- (iii) Require the delivery of such items at a reduction in price that is equitable under the circumstances.

All inspections and tests by the City shall be performed in such a manner as not to unduly delay the final acceptance of the vehicle(s). With respect to rejected items, the City shall not be liable for any reduction in value of such rejected items used in connection with such inspection or test. Failure to inspect or reject items shall not relieve Bidder of responsibility for items that are not in accordance with the requirements of this contract document, nor impose any liability on the City for any reason. Inspection and testing of any item does not relieve Bidder from any responsibility regarding defects that may be discovered prior to Final Acceptance or during all warranty periods.

11. **TRANSPORT.** The Bidder shall be fully responsible for the transport of the equipment to and from Fleet Services, 310 E 6th Street, Mesa Arizona 85201 for installation and correction of items or workmanship not in compliance with the specification. The Bidder shall be responsible for any loss of or damage to City of Mesa property while such property is in Bidder's possession and/or subject to Bidder's control.
12. **CANCELLATION.** Failure to provide materials, supplies, or instruments in accordance with specifications or failure to meet stated delivery commitments may be cause for *immediate* cancellation of the contract.

SPECIAL TERMS AND CONDITIONS

13. **WARRANTY.**
- A. All equipment purchased on this bid shall be purchased from one (1) Bidder. That one Bidder shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment regardless of who installed the component.
 - B. The Bidder's responsibility shall include all warranty involving a Sub-Contractor.
 - C. The Bidder shall supply a minimum 36-month warranty on all parts and workmanship on chassis and vocational body and equipment, from the initial in-service date as reported by the Fleet Services Division. The Contractor shall further guarantee the vehicle / equipment supplied complies with all applicable State/Federal laws and regulations in effect at the time of delivery.
 - D. The Bidder shall state in writing any additional duration of their warranty that goes above and beyond the minimum requested warranty stated in C above. This shall include any applicable limitations or conditions.
 - E. Any Bidder that wishes to bid on vehicles/equipment for the City of Mesa must have an *authorized* warranty dealer who can perform warranty repairs within a 50-mile radius of Fleet Services, 310 E 6th Street, Mesa Arizona 85201. If no authorized dealer is available and Fleet Services *chooses* to purchase said equipment, Fleet Services may perform the warranty repairs during the term of warranty agreement.
14. **DESCRIPTIVE LITERATURE.** All bidders must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. *Failure to include this information may result in the bid being rejected.*
- All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review.
15. **BRAND NAMES OR EQUAL.** The brand name or equal specification used in this solicitation is for the *purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.* Any offer that proposes equal quality, design, or performance will be considered if the product offered is identified in the bid (including sufficient technical information) and determined by Fleet Services to be equal in all material respects to the brand name product referenced in the bid. Decisions of functional equivalency will be at the sole interpretation and discretion of the City of Mesa. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence.
16. **DEMONSTRATOR UNITS.** Bidder must be prepared to supply a demonstrator unit for the City of Mesa to evaluate. The demonstrator unit must be available within fourteen (14) calendar days of notification and must be available for an on-site, hands-on evaluation for a minimum of one (1), ten (10)-hour shift. The demonstrator unit must meet these specifications. Inability to provide a demonstrator or acceptable alternative may be grounds for rejecting the vendors' bid.
17. **NEW EQUIPMENT.** All equipment supplied pursuant to this Specification *shall be new*, unused, current production models equipped as described in the manufacturer's published literature and specification sheets. Demo units may be *considered* if the unit has never been licensed and unit meets the technical specification. The bidder on the submittals shall note any variation between the equipment bid and OEM literature and specification sheets. The equipment specified herein shall be equipped with those items normally supplied in the stream of commerce. Any item(s) not specifically mentioned shall not be interpreted as not requested. Specifications are intended to set minimum levels of quality and/or suitability.

SPECIAL TERMS AND CONDITIONS

18. **IDENTICAL UNITS.** When equipment is purchased in quantities greater than one, each unit shall be identical in all aspects of design and manufacture unless specifically stated in the technical portion of the specification.
19. **PARTS AVAILABILITY.** Since the continuous operation of the City of Mesa's equipment is important and sometimes of an emergency nature, the successful bidder must be in a position to render prompt parts support. The availability of normal wear items (filters, belts, hoses, and cutting edges) shall not exceed one (1) working day. The parts inventory shall be of sufficient size and variety to offer a level of availability of 95% of all parts within two (2) working days after the date of City of Mesa order. The successful bidder shall maintain and/or have access to a parts inventory that can meet the City of Mesa's delivery requirements. Submission of this bid shall constitute a guarantee by the bidder that a complete stock of replacement parts for the specified equipment is available and the bidder is in agreement with this provision.
20. **SERVICE.** The successful bidder agrees to the following Fleet Services requirements:
- A. Must possess a local established, franchised repair shop facility capable of accomplishing corrective action on any component failure.
 - B. The equipment Bidder or manufacturer must be capable of providing repair parts and supply support for a minimum period of five (5) years after purchase of the unit(s) offered.
 - C. The equipment Bidder or manufacturer must initiate physical repairs on equipment failures within seventy-two (72) consecutive hours after notification excluding weekends as well as state and federal holidays during the purchased equipment's warranty period. In the event any and all work is accomplished at the Contractors location, the Contractor shall be responsible for all transportation costs (during the warranty period).
 - D. The City of Mesa has the right to impose a noncompliance charge on the equipment Bidder. Fees shall be the City of Mesa's daily rental rate and any operational costs incurred by the City of Mesa. Fees shall be imposed on the first day after the seventy-two (72) hour notification period has terminated. Fees will continue until the Contractor has initiated repairs.
 - E. The equipment Bidder and manufacturer must provide technical support and reasonable equipment modification at no cost to the City of Mesa for a period of ninety (90) calendar days after the City of Mesa's acceptance of the purchased unit(s) to ensure the equipment is capable of performing to the City of Mesa's intended operational functions.
21. **TITLE.** Vehicles are to be titled to:
- City of Mesa
Fleet Services Department
PO Box 1466
Mesa, AZ 85211-1466
22. **WORKMANSHIP.** Vehicles shall be free from defects that may impair their serviceability or detract from appearance.
- A. All bodies, systems, equipment, and interfaces with the chassis shall be done in accordance with the OEM chassis Body Builder's Book, NTEA Truck Equipment Handbook and the following City of Mesa – Fleet Engineering Design Standards:
 - FS-600 – Welding Standards
 - FS-601 – Fastener Standards
 - FS-602 – Vocational Body Fabrication & Mounting
 - B. Whenever dissimilar metals are used, they shall be insulated against corrosive action.
 - C. All components will be new. Defective components shall not be furnished. Parts, equipment, and assemblies that have been repaired or modified to overcome deficiencies shall not be furnished without the approval of the City of Mesa. Component parts and units shall be manufactured to definite standard dimensions with proper fits,

SPECIAL TERMS AND CONDITIONS

clearances, and uniformity. Welded, bolted, and rivet construction utilized shall be in accordance with the highest standards of industry. General appearance of the unit shall not show any evidence of poor workmanship.

- D. Reasons for rejection include, but are not limited to:
- (1) Rough, sharp, or unfinished edges, burrs, seams, corners, and joints.
 - (2) Non-uniform panels. Edges not radiused, beveled, etc.
 - (3) Paint runs, sags, orange peel, "fish eyes," etc., and any other imperfection or lack of complete coverage of paint or coatings.
 - (4) Body panels or components that are uneven, unsealed, or contain cracks, dents, or voids.
 - (5) Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc., such as doors, body panels and hinged panels.
 - (6) Improperly fabricated and routed wiring or harnesses and electrical connections.
 - (7) Improperly supported or secured hoses, wiring harnesses, mechanical controls, etc., including interference with other components.
 - (8) Interference of chassis components, body parts, doors, etc.
 - (9) Leaks of any gas, vacuum, or fluid lines (air conditioning, coolant, oil, oxygen, etc.)
 - (10) Noise, panel vibration, etc.
 - (11) Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
 - (12) Incomplete or improper welding, riveting, or bolting.
 - (13) Lack of uniformity and symmetry where applicable.
 - (14) Loose, vibrating abrading body parts, components, subassemblies, hoses, wiring harnesses, or trim.
 - (15) Improper body design or interface with the chassis that could cause injury during normal use or maintenance and fail to provide access to perform routine or mandatory repairs or maintenance on the vehicle's electrical and mechanical systems, in addition, the improper combination of options that (by their combination and installation) are inherently incompatible with regard to function or safety.
 - (16) Sagging, non-form-fitting upholstery or padding, holes, tears, discoloration, etc.
 - (17) Incomplete or incorrect application of rust proofing.
 - (18) Visual deformities and equipment malfunction.
 - (19) Unsealed appurtenances or other body components, gaskets, etc.
 - (20) In addition, any deviation from Specification requirements or any other item (whether or not stipulated herein) that affects form, fit, function, finish, durability, reliability, safety, performance, or appearance shall be cause for rejection.

The City of Mesa shall have the right to define all terms such as "non-compliance", "fault," "defect," or "reject."

23. **EXPECTED PRACTICES AND STANDARDS.** The City of Mesa expects the successful Bidder to make all aftermarket assemblies at a minimum in accordance with the most current FMVSS, safety and OSHA codes. However, the City of Mesa (in most cases) requires assembly procedures that exceed those standards.

Listed below are items that the City of Mesa expects the successful Bidder to do as part of their assembly of subcomponents on all units they are preparing for this bid.

If you have questions as to how the City of Mesa expects any of the listed items to be accomplished, contact Pete Scarafiotti, Automotive Engineer, pete.scarafiotti@mesaaz.gov, for clarification **at least forty-eight (48) hours before bid due date and time.**

The items not assembled accordingly to the specifications set herein will be sent back to the Bidder for rework to City standards at the expense of the Contractor, including transportation.

SPECIAL TERMS AND CONDITIONS

24. **STANDARDS, CODES, RULES, AND REGULATIONS.** The equipment shall be manufactured as per good engineering practice. It shall conform to the best known current manufacturing practices relative to design, materials, strength, quality, durability, safety, and workmanship and shall be in accordance with the latest codes, standards, and practices of the industry and the following professional organizations:

- American National Standards Institute (ANSI)
- American Society of Mechanical Engineers (ASME)
- American Society for Testing and Materials (ASTM)
- American Welding Society (AWS)
- Federal Motor Vehicle Safety Standards (FMVSS)
- Industrial Fastener Institute (IFI)
- International Standards Organization (ISO)
- Joint Industrial Council (JIC)
- National Truck Equipment Association (NTEA)
- Society of Automotive Engineers (SAE)
- The Maintenance Council of the American Trucking Association (TMC)
- Underwriters Laboratory (UL)

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.

DETAILED SPECIFICATIONS

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

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.

RESPONSE ELEMENTS

1. **BID SUBMISSION** - Submit **one (1) signed original** along with **two (2) copies** of the bid in a sealed container and **one (1) electronic format** on a CD or thumb drive.

DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large bids.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature. Do not use comb or spiral binds for your bids. 3-ring binders are preferred for large responses.

Response has been sent in time to be received prior to 3:00 PM local time on the due date.

- Original and proper number of copies submitted (above)
- Electronic copy (CD or Thumb Drive) submitted (above)
- Bid container properly labeled
- Detailed Specifications/Specification Questionnaire form completed and included, if required
- Pricing and Compensation, math double-checked, form completed and included
- W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
- Checked for any addenda issued and acknowledged on Pricing & Compensation form
- Exceptions, Confidential & Additional Items form completed and included
- Vendor Information form completed and included
- Offer And Acceptance form completed and included
- Warranty Information Included

SPECIFICATION 16-08

TWENTY SIX (26)
2016 OR NEWER

LIGHT DUTY PICKUP TRUCKS, ½-TON CAPACITY

Units being replaced:

- | | |
|---|-----------------------------------|
| • 1339, 1391, 1392, 1393 | Development Services (4 ea.) |
| • 960, 962, 1361 | Engineering Department (3 ea.) |
| • 319, 331, 1933 | Gas Department (3 ea.) |
| • 50, 53 | Parks Department (2 ea.) |
| • 551, 1076 | Police Department (2 ea.) |
| • 1736, 1743, 1732, 791, 758, 1733 | Transportation Department (6 ea.) |
| • Addition to the Fleet (140, 200,201, 258) | Water Department (6 ea.) |

1. This specification is intended to describe and set minimum acceptable standards for a ½ ton pickup truck(s). Unit(s) shall be new (unused), *latest* standard production model completely serviced and prepared for customer delivery by a factory-franchised dealer prior to delivery. Unit(s) shall include all warranty identification cards furnished to the trade in general in accordance with standard warranty policy. Unit shall include the line production sheet listing all components. The line production sheet shall match the vehicle's serial number.

Contract shall be effective for two (2) years from award date; the City may order additional unit(s) from this contract anytime during the contract period. Pricing adjustments will be in accordance with instructions in the Special Terms and Conditions.

2. This equipment will be used at altitudes up to 3,000 feet and in ambient temperatures from +15 to 130 degrees F, at relative humidity between 5% and 100%. Speed, Gradability, and acceleration performance requirements shall be met at or corrected to 77 degrees F, 29.31-inches Hg, dry-air per SAE J1995. The steepest grade in operating range will be 6%. The equipment must operate normally throughout this range of conditions.
3. The equipment supplied shall conform to all applicable OSHA, FMVSS, EPA, Arizona Department of Environmental Quality, Arizona State Motor Vehicle laws/regulations and to all other industry standards in effect at the time of delivery.
4. The equipment supplied shall be a standard model of a manufacturer with experience in the production of severe-service/construction-grade cab, chassis, and/or equipment as necessary to meet the requirements of the Specifications. All workmanship and materials shall be new and of good quality and design.
5. When equipment is purchased in quantities greater than one, each unit shall be identical in all aspects of design and manufacture *unless specified otherwise in specification*.
6. Each component of the equipment bid shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit.
7. The dimensions, capabilities, weights, and gauges stated in the written specifications are to be **considered nominal unless otherwise stated as minimum, maximum, or exactly for specific strength, fit, or purpose.** Where brand names are mentioned (with or without model numbers), bidders are to understand that *brand names OR equal in performance, quality, and function is intended*.

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

8. All equipment associated with this purchase must be delivered to the City of Mesa no later than one hundred eighty (180) days from order date. The Fleet Services Division may authorize an extension of the delivery date.
9. Liquidated damages in the amount of \$100 for each normal workday (Monday through Friday) shall be levied against each piece of equipment that is delivered after the established delivery date. Officially recognized state and federal holidays will not be considered normal working days. The City of Mesa will deduct such damages from the dealers invoice before making payment. Dealers will not be held responsible for Force Majeure delays provided that the Fleet Services Division is notified in writing in a timely manner and agrees with request.
10. Clarification of any items in this specification may be obtained from Peter Scarafiotti, Automotive Engineer at pete.scarafiotti@mesaaz.gov.
11. Other models bid as equivalency shall submit documentation of equivalency in both performance and design with this bid.

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

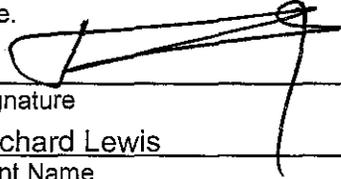
AFFIDAVIT

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).

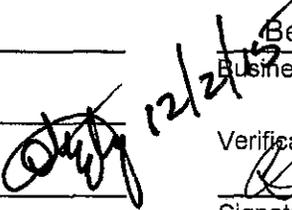
Please place a check mark next to the applicable document and present the document to the City employee. If mailing the document, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied,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

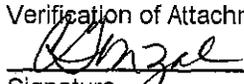
- 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____
- 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____
- 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United 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

 12/24/15

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

 Signature Date

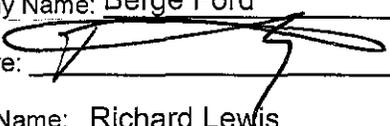
OFFER AND ACCEPTANCE

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

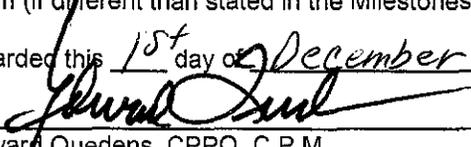
Date: 9-24-2015

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

APPENDIX A

General List of Documents Incorporated by Reference in City of Mesa Vehicle and Equipment Specifications

City of Mesa – Fleet Engineering Standards Manual: available through the City of Mesa – Fleet Services Department, PO Box 1466, Mesa, AZ 85211-1466 pete.scarafiotti@mesaaz.gov.

Federal Motor Vehicle Safety Standards (FMVSS): standards found in Code of Federal Regulations (CFR), Title 49, available through the Government Printing Office (GPO), Superintendent of Documents, Washington, D.C.

Society of Automotive Engineers (SAE): standards are available through the Society of Automotive Engineers, Inc. 400 Commonwealth Drive, Warrendale, PA

Arizona Traffic Law Manual: is available through LEXIS Law Publishing, P.O. Box 7587, Charlottesville, VA.

Environmental Protection Agency (EPA): publications are available through the National Service Center for Environmental Publications, P.O. Box 42419, Cincinnati, OH.

Occupational Safety and Health Administration (OSHA): standards are available through the Technical Data Center, U.S. Department of Labor, Washington, D.C., and through regional Offices of the Occupational Safety and Health Administration.

National Truck Equipment Association (NTEA): standards are available through NTEA, 37400 Hills Tech Drive, Farmington Hills, MI 48331-3414 Ph. (248) 489-7090



TO: All Bidders Receiving Invitation for Bids (IFB) 2016059 for Light Duty Pick-up Trucks – ½-Ton Capacity

FROM: Darryl Woodson, Senior Procurement Officer **DWoodson**

DATE: September 14, 2015

SUBJECT: Addendum #1 – Specification Clarification

All bidders are hereby notified that the terms in the “Exceptions, Confidential & Additional Materials” section of this solicitation have been modified as follows:

Exceptions (mark one):

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

Bids are due by 3:00 p.m. September 24, 2015. All other terms and conditions remain unchanged.

If you have any questions regarding this addendum, please contact me at darryl.woodson@mesaaz.gov.

c: file #2016059

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.

[Quotes]

See following pages.



460 East Auto Center Drive
 Mesa, Arizona 85204
 480-497-1111

Richard Lewis
 Government Fleet Sales Manager
 Phone: 480-497-7548
 Fax: 480-497-7594
rlewis@bergeford.com

Theresa Worthen
 Assistant Government Fleet Sales
 Phone: 480-497-7544
tworthen@bergeford.com

Date: 8/25/16 REVISED QUOTE
Customer: TOWN OF FOUNTAIN HILLS ATTN: JEFF LARSON
Vehicle Description: 2017 FORD F150 SUPER CAB 4X2 XL 101A

		Base Bid Price:	
UPGRADE OPTIONS			
1	2017 FORD F150 SUPER CAB 4X2 XL 101A PACKAGE	\$	-
2	PER ATTACHED SPECS	\$	22,424.00
3	STROBES, LIGHT BAR, TOOL BOX	\$	2,754.00
4			
5		\$	-
6		\$	-
7		\$	-
8		\$	-
9		\$	-
10		\$	-
11		\$	-
12		\$	-
13		\$	-
14		\$	-
15		\$	-
Base Bid Price w/Options:		\$	25,178.00
Tire Tax:		\$	5.00
Sales Tax (8.05%)		\$	2,517.80
Ford Extended Service Plan			
Transportation Fee		\$	-
TOTAL DELIVERED PRICE		\$	27,700.00

CNGP530 VEHICLE ORDER CONFIRMATION 08/25/16 16:23:56

==> Dealer: F71175

2017 F-150

Page: 1 of 1

Order No: 0001 Priority: 2 Ord FIN: QE669 Order Type: 5B Price Level: 725

Ord PEP: 101A Cust/Flt Name: FTN HILLS PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
X1C	F150 4X2 S/C	\$30600	\$29070.00	SYNC		
	145" WHEELBASE			53B CLASS IV HITCH	95	88.00
YZ	OXFORD WHITE			AM/FM CD		
C	CLOTH 40/20/40			23 GAL TANK		
G	MED EARTH GRAY			67T TRL BRAKE CONTR	275	253.00
101A	EQUIP GRP	2255	2075.00	FLEX FUEL		
	.XL SERIES			SP DLR ACCT ADJ		(1299.00)
	.POWER EQUIP GRP			SP FLT ACCT CR		(894.00)
	.CRUISE CONTROL			FUEL CHARGE		9.44
	.17"SILVER STEEL			B4A NET INV FLT OPT	NC	7.00
998	3.5LV6 TIVCTFFV			DEST AND DELIV	1195	1195.00
446	ELEC 6-SPD AUTO			TOTAL BASE AND OPTIONS	34420	30504.44
	.245/70R-17 A/S			XL MID DISCOUNT	(750)	(691.00)
X19	3.55 REG AXLE	NC	NC	TOTAL	33670	29813.44
	6100# GVWR			*THIS IS NOT AN INVOICE*		

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F4=Submit F5=Add to Library

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QC20305

fmcdealr@FDM

Aug 25, 2016 1:23:59 PM



460 East Auto Center Drive
 Mesa, Arizona 85204
 480-497-1111

Richard Lewis
 Government Fleet Sales Manager
 Phone: 480-497-7548
 Fax: 480-497-7594
rlewis@bergeford.com

Theresa Worthen
 Assistant Government Fleet Sales
 Phone: 480-497-7544
tworthen@bergeford.com

Date: 8/25/16 REVISED QUOTE
Customer: TOWN OF FOUNTAIN HILLS ATTN: JEFF LARSON
Vehicle Description: 2017 FORD F150 SUPER CAB 4X4 XL

		Base Bid Price:	
UPGRADE OPTIONS			
1	2017 F150 SUPER CAB 4X4 XL 101A PACKAGE	\$	-
2	PER ATTACHED SPECS	\$	25,385.00
3	WINDOW TINT	\$	175.00
4	STROBES, LIGHT BAR, TOOL BOX	\$	2,754.00
5		\$	-
6		\$	-
7		\$	-
8		\$	-
9		\$	-
10		\$	-
11		\$	-
12		\$	-
13		\$	-
14		\$	-
15		\$	-
Base Bid Price w/Options:		\$	28,314.00
Tire Tax:		\$	5.00
Sales Tax (8.05%)		\$	2,279.35
Ford Extended Service Plan			
Transportation Fee		\$	-
TOTAL DELIVERED PRICE		\$	30,599.35

CNGP530

VEHICLE ORDER CONFIRMATION

08/25/16 16:00:56

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Dealer: F71175

2017 F-150

Page: 1 of 1

Order No: 0001 Priority: K3 Ord FIN: QE669 Order Type: 5B Price Level: 725
Ord Code: 101A Cust/Flt Name: FTN HILLS PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
X1E	F150 4X4 S/C	\$34025	\$32324.00	SYNC		
	145" WHEELBASE			53B CLASS IV HITCH	95	88.00
YZ	OXFORD WHITE			AM/FM CD		
C	CLOTH 40/20/40			23 GAL TANK		
G	MED EARTH GRAY			67T TRL BRAKE CONTR	275	253.00
101A	EQUIP GRP	2255	2075.00	FLEX FUEL		
	.XL SERIES			SP DLR ACCT ADJ		(1436.00)
	.POWER EQUIP GRP			SP FLT ACCT CR		(988.00)
	.CRUISE CONTROL			FUEL CHARGE		9.44
	.17"SILVER STEEL			B4A NET INV FLT OPT	NC	7.00
998	3.5LV6 TIVCTFFV			DEST AND DELIV	1195	1195.00
446	ELEC 6-SPD AUTO			TOTAL BASE AND OPTIONS	37845	33527.44
	.265/70R-17			XL MID DISCOUNT	(750)	(691.00)
X26	3.73 REG AXLE	NC	NC	TOTAL	37095	32836.44
	6300# GVWR			*THIS IS NOT AN INVOICE*		

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F4=Submit

F5=Add to Library

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