

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
D/B/A FLUORESCO LIGHTING & SIGNS**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of October 31, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Fluoresco Lighting-Sign Maintenance Corp., an Arizona corporation, d/b/a Fluoresco Lighting & Signs (the “Contractor”).

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona (“Mesa”) entered into Contract No. 2014109, dated April 17, 2014, as amended by Contract Amendment No. 1, dated July 1, 2015, and Contract Amendment No. 2, dated July 1, 2015 (collectively, the “Mesa Contract”), for the Contractor to provide illuminated street name signs and maintenance services. 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 Contractor, and the Mesa Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor 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 Contractor may provide the Town with illuminated street name sign repair, replacement and installation, as more particularly set forth in Section 2 below on an “as-required” basis (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

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 Contractor 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 April 16, 2017, unless terminated as otherwise provided in this Agreement or the Mesa Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the Mesa Contract. The Town does

not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Mesa Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Mesa Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor an aggregate amount not to exceed \$15,000.00 for the Materials and Services at the unit rates set forth in the Mesa Contract.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Mesa Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mesa Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor'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 Contractor 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 (i) evaluation and verification of any invoices, payments or claims based on

Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor 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 Contractor pursuant to this Agreement. Contractor 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 Contractor or its subcontractors reasonable advance notice of intended audits. Contractor 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.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor 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). Contractor'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.

7. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

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

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

keep Contractor 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. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, 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 Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

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

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mesa to the extent provided under the Mesa Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor 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 Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (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 Contractor: Fluoresco Lighting-Sign Maintenance Corp.  
d/b/a Fluoresco Lighting & Signs  
3000 East Chambers Street  
Phoenix, Arizona 85040  
Attn: Gary Gryder

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.

[SIGNATURES ON FOLLOWING PAGES]



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

“Town”

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

CR  
12/28/16

  
Grady E. Miller, Town Manager

ATTEST:

  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On January 4, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
D/B/A FLUORESCO LIGHTING & SIGNS

[Mesa Contract]

See following pages.





APR 29 2014 APR 9 2014



MASTER AGREEMENT

Purchasing (480) 644-2301
Engineering (480) 644-2251
Accounts Payable (480) 644-2355

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

Master Agreement Number

MA - F350 - 14000594 - 1

Final

Document Date

04/23/2014

Effective Date

04/17/2014

Expiration Date

04/16/2015

Agreement Description

Illuminated Street Name Sign (2014109)

Contracting Agency

Mesa

Includes Mesa Cont Tax 5.2325% (all lines) NTE 531,678.7

For Information regarding this agreement contact

Martin Escarcega

Marty.Escarcega@mesaaz.gov

480-644-3129

MA Not to Exceed (All Vendors)

\$531,700.00

Authorization

This document is generated from the City's Financial System. Documents with the status of FINAL (see box upper right corner) are fully authorized and no signatures will appear on the document. If required, confirmation may be obtained by calling Purchasing or Engineering at the numbers listed at the top of this form.

Renewal Periods

Table with 5 columns: Renewal Length, Renewal Term, Effective Date, Expiration Date. Row 1: 1, Years, 04/17/2015, 04/16/2016

Fluoresco Lighting Sign Maintenance Corp
3000 E Chambers St

Vendor Code: CNV248177

Phoenix, AZ 85040-3728

Vendor Not to Exceed

Table with 7 columns: Line, Qty, Unit, Description, Unit Price, Tax, Total. Rows 1 and 2 detailing sign services and prices.

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered.

Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreements are subject to the Standard Terms and Conditions posted on the City of Mesa Purchasing website www.mesaaz.gov/purchasing/



**MASTER AGREEMENT**

Purchasing (480) 644-2301  
 Engineering (480) 644-2251  
 Accounts Payable (480) 644-2355

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

**Master Agreement Number**  
**MA - F350 - 14000594 - 1**

Final

Line	Qty	Unit	Description	Unit Price	Tax	Total
3	0.00000	EA	Group B - Sign Face fab / replace 6 foot sign BACK. Per attached details EXCEPTION NO REFLECTIVE SHEETING.	\$573.00	\$0.00	\$0.00
4	0.00000	EA	Group B - Sign Face fab / replace 8 foot sign FRONT. Per attached details EXCEPTION NO REFLECTIVE SHEETING.	\$816.00	\$0.00	\$0.00
5	0.00000	EA	Group B - Sign Face fab / replace 8 foot sign BACK. Per attached details EXCEPTION NO REFLECTIVE SHEETING.	\$695.00	\$0.00	\$0.00
6	0.00000	EA	Group B - Sign Face fab / replace 10 foot sign FRONT. Per attached details EXCEPTION NO REFLECTIVE SHEETING.	\$938.00	\$0.00	\$0.00
7	0.00000	EA	Group B - Sign Face fab / replace 10 foot sign BACK. Per attached details EXCEPTION NO REFLECTIVE SHEETING.	\$816.00	\$0.00	\$0.00
8	0.00000	EA	Group B - Sign Face fab / replace 12 foot sign BACK. Per attached details EXCEPTION NO REFLECTIVE SHEETING.	\$938.00	\$0.00	\$0.00
9	0.00000	EA	Group B - Sign Face fab / replace 12 foot sign FRONT. Per attached details EXCEPTION NO REFLECTIVE SHEETING.	\$1,059.00	\$0.00	\$0.00
10	0.00000	EA	Group C - LED Retrofit of 6 foot sign in the field	\$1,212.00	\$0.00	\$0.00
11	0.00000	EA	Group D - Fabricate & Install 6 foot LED sign complete. Single face, aluminum blank on the back of the sign. EXCEPTION NO REFLECTIVE SHEETING	\$4,954.00	\$0.00	\$0.00
12	0.00000	EA	Group D - Fabricate & Install 8 foot LED sign complete. Single face, aluminum blank on the back of the sign. EXCEPTION NO REFLECTIVE SHEETING	\$5,560.00	\$0.00	\$0.00
13	0.00000	EA	Group D - Fabricate & Install 10 foot LED sign complete. Single face, aluminum blank on the back of the sign. EXCEPTION NO REFLECTIVE SHEETING	\$6,183.00	\$0.00	\$0.00
14	0.00000	EA	Group D - Fabricate & Install 12 foot LED sign complete. Single face, aluminum blank on the back of the sign. EXCEPTION NO REFLECTIVE SHEETING	\$7,099.00	\$0.00	\$0.00

Pages in a Master Agreement awarded to multiple vendors may not be consecutively numbered.

Unless otherwise agreed to in writing and attached hereto, all City of Mesa Master Agreements are subject to the Standard Terms and Conditions posted on the City of Mesa Purchasing website [www.mesaaz.gov/purchasing/](http://www.mesaaz.gov/purchasing/)



**MASTER AGREEMENT**

Purchasing (480) 644-2301  
 Engineering (480) 644-2251  
 Accounts Payable (480) 644-2355

Order number must appear on all packages, shipping documents, invoices and correspondence. Packing slips must accompany all shipments.

**Master Agreement Number**  
**MA - F350 - 14000594 - 1**

Final

Line	Qty	Unit	Description	Unit Price	Tax	Total
15	0.00000	EA	Group D - Fabricate & Install 12 foot LED sign complete. Single face, aluminum blank on the back of the sign. EXCEPTION NO REFLECTIVE SHEETING	\$7,099.00	\$0.00	\$0.00
16	0.00000	EA	Group D - Fabricate & Install 8 foot LED sign complete. Double sided face EXCEPTION NO REFLECTIVE SHEETING	\$5,793.00	\$0.00	\$0.00
17	0.00000	EA	Group D - Fabricate & Install 8 foot LED sign complete. Double sided face EXCEPTION NO REFLECTIVE SHEETING	\$5,793.00	\$0.00	\$0.00
18	0.00000	EA	Group D - Fabricate & Install 12 foot LED sign complete. Double sided face. EXCEPTION NO REFLECTIVE SHEETING	\$7,487.00	\$0.00	\$0.00

**OFFER AND ACCEPTANCE**

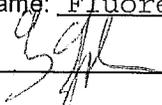
---

**By signing and submitting this Proposal, 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) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) 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: Fluoresco Lighting & Signs

Signature: 

Printed Name: Gary Gryder

Title: Vice President of Business Development

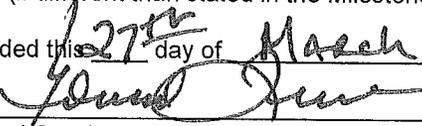
Date: 12/10/13

**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 2014109.

Term (if different than stated in the Milestones) 4/17/14 through 4/16/17

Awarded this 27<sup>th</sup> day of March, 2014

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

<b>1</b>	<b>Letter of Transmittal</b>
<b>2</b>	<b>Qualifications (Abilities, Experience and Expertise)</b>
<b>3</b>	<b>Program Description and Method of Approach</b>
<b>4</b>	<b>Pricing and Compensation Forms</b>
<b>5</b>	<b>Other Forms</b>



Since 1961

**PHOENIX**  
(602) 276-0600  
3000 E. Chambers  
Phoenix, Arizona 85040  
Fax (602) 470-1313

December 9, 2013

City of Mesa  
Purchasing Department  
20 E. Main St., Suite #400  
Mesa, AZ 85201

RE: Request for Proposal #2014109, Illuminated Street Name Sign Supply & Maintenance Services

To whom it may concern:

Fluoresco Lighting & Signs appreciates this opportunity to continue to be of service to the City of Mesa on the program referenced above. Enclosed you will find the Fluoresco response that contains all the information requested in the Request for Proposal (RFP) referenced above. The City of Mesa has been a valued customer for over two decades and we hope to have the opportunity to continue serving the City for all your illuminated street name sign needs.

As requested in the RFP please consider this cover letter our "Letter of Transmittal". The following is the information that the RFP requested to be part of the Letter of Transmittal.

**Proposer's understanding of the work to be performed**

Fluoresco Lighting & Signs has been providing illuminated street name sign (ISNS) products and services to municipalities in the United States for 24 years. Our primary market for these products has been the State of Arizona. We have developed expertise in this segment over the years which has allowed us to dominate the ISNS market in Arizona since 1990.

Fluoresco started working with the City of Mesa in 1994 to help develop the current ISNS system that exists today. Specific to this RFP, we assisted in the development and design of the new ISNS specification. We manufactured and installed the first prototype per the new ISNS specifications. In addition, we have provided illuminated street name sign maintenance services to the City of Mesa in recent years. We also helped develop the design and specification for the LED retrofit section of this RFP. Fluoresco is experienced and completely familiar with all aspects of this RFP.

**Positive commitment to perform the service within the time period specified**

Fluoresco acknowledges that we can fulfill the time frame parameters that are specified in the RFP. The only qualification to this statement is that some of the products specified for this program are manufactured and shipped from Asia. In the event, that lead times for these products is delayed, Fluoresco will inform the City of Mesa immediately and revised time frames for project completion will be adjusted accordingly.

**Names of key, persons, representatives and projects managers that will be assigned to this project**

Fluoresco has an experienced team that manages ISNS projects for the company. All of the team members listed have worked with the City of Mesa Intelligent Transportation Systems (ITS) team in the past. The Fluoresco team members for this project are as follow:

Gary Gryder: Gary is the Vice President of Business Development for Fluoresco and is the lead sales representative for all ISNS projects and programs.

Terri Tomlinson: Terri is the ISNS Project Coordinator for Fluoresco. She is responsible for the management of coordination of all post sale activities for ISNS projects and programs.

Tim Ocker: Tim is the Service and Installation Manager for Fluoresco. He will be responsible for managing the field crews that will be providing service and installation services for this program.

Michael Martinez: Michael is the Production Manager for Fluoresco. He will be responsible for overseeing the production staff that will be manufacturing the signs for this program.

Mark Mackin: Mark in the Lead Sign Designer for Fluoresco. He will be responsible for producing or overseeing the design staff that will be providing shop drawings and structural drawings for this program.

Please note: Profiles on each of the Fluoresco team members listed above will be provided in Tab 2 per the RFP instructions.

Sincerely,



Gary Gryder  
Vice President of Business Development

## **Qualifications. (Abilities, Experience and Expertise)**

1. *A Statement of qualification, abilities, experience and expertise in providing the requested services:*

a. *A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence:*

Fluoresco has been a leader in providing ISNS products and services in the Arizona market, particularly Maricopa County since 1990. The majority of the ISNS projects we have had the privilege of working on were programs that were custom developed and designed by Fluoresco. All the Fluoresco team members listed in the Letter of Transmittal in Tab 1 have been working on ISNS sign programs for over a decade. Fluoresco is currently providing or has provided ISNS services to the following municipalities in Arizona; City of Phoenix, City of Tempe, City of Mesa, City of Chandler, Town of Gilbert, Town of Queen Creek, City of El Mirage, Town of Buckeye, City of Avondale, City of Tolleson, City of Goodyear, City of Peoria, City of Surprise, City of Casa Grande, City of Florence, City of Tucson, City of Marana, City of Sierra Vista, and the City of Yuma.

Fluoresco is fully staffed to begin providing products and services for this program. We will need no time to mobilize or ramp up to begin offering services right away.

Fluoresco has the resources and financial capability to perform this program. The Fluoresco-Phoenix branch is the largest of the company's branches with 52 employees and 43 service and installation trucks. Note, however that Fluoresco did file for Chapter 11 reorganization in June of 2012. We emerged from reorganization in December of 2012. It must also be noted that no operational default occurred on any program or project during this time frame.

Fluoresco has been in business since 1961 and has grown from a small operation with less than six employees to an operation that has over 120,000 square feet of manufacturing capacity and has seven branch offices in Arizona and California.

b. *An assessment of the proposers abilities to meet and satisfy the needs of the City, taking into consideration the requested services , additional services and/or expertise offered that exceed the requirement, or the vendors inability to meet some of the requirement of the specifications:*

The Fluoresco Phoenix branch has been working with the City of Mesa for several years not only on the ISNS program but on other programs and projects as well. Since we have a relationship with the City already and we have helped develop the current and future illuminated street name sign specifications, we believe that we have a unique capacity to serve the City of Mesa that other suppliers/contractors do not have. In addition, we believe that our design and prototype development capabilities give us a competitive advantage unlike any other supplier of illuminated street name signs.

Fluoresco is quite likely the only company that will not only be fabricating, assembling and installing component parts for this program, but we also have the capability of self performing the maintenance portion of this program. Our lighting, sign and electrical service department is among the largest of any contractor in the Phoenix area and we are able to handle all of your ISNS maintenance needs.

Our history of providing illuminated street name signs and services in Arizona is unmatched. The first City we provided these services for was the City of Tempe in 1990. The City of Mesa began their program with us in 1994. All the other Arizona City's listed above dropped in at various times after 1994. Many of the municipalities we have worked for are either still utilizing Fluoresco directly or are using specifications developed by Fluoresco and our adding signs through general construction projects.

Please see a brief qualification statement listed in Tab 3, Section 2 of this proposal (Compliance with Specifications as Written).

- c. ***References – A Minimum of three references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of entity, contact persons names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided:***

Customer: City of Phoenix, Arizona  
Contact: Chris Holland  
Address: 2141 E. Jefferson St., Phoenix AZ 85034  
Title: Traffic Signal Supervisor  
Phone: 602-262-6733  
Email: chris.holland@phoenix.gov  
Type of Service: Fabrication and installation of illuminated street name signs  
Date of Service: Since 1999

Customer: City of Tempe, Arizona  
Contact: Isaac Chavira  
Address: 945 W. Rio Salado Pkwy, Tempe AZ 85281  
Title: Traffic Operations Supervisor

Phone: 480-350-8349  
Email: [Isaac.chavira@tempe.gov](mailto:Isaac.chavira@tempe.gov)  
Type of Service: Fabrication and installation of illuminated street name signs  
Date of Service: Since 1990

Customer: City of Goodyear, Arizona  
Contact: Ron Sievwright  
Address: 4980 S. 157<sup>th</sup> Ave., Goodyear AZ 85338  
Title: Streets & Traffic Supervisor  
Phone: 623-882-7632  
Email: [ron.siewwright@goodyearaz.gov](mailto:ron.siewwright@goodyearaz.gov)  
Type of Service: Fabrication and installation of illuminated street name signs  
Dates of Service: Since 2000

Customer: City of Mesa, Arizona  
Contact: Marty Escarcega  
Address: 320 E. 6<sup>th</sup> St., Mesa AZ 85211  
Title: ITS Operations Supervisor  
Phone: 480-644-3129  
Email: [marty.escarcega@mesaaz.gov](mailto:marty.escarcega@mesaaz.gov)  
Type of Service: Fabrication and installation of illuminated street name signs  
Dates of Service: Since 1994

Customer: City of Frisco, Texas  
Contact: Brian Moen  
Address: 6101 Frisco Square Blvd., 3<sup>rd</sup> Floor, Frisco TX 75034  
Title: Assistant Director of Transportation  
Phone: 972-292-5450  
Email: [bmoen@friscotexas.gov](mailto:bmoen@friscotexas.gov)  
Type of Service: Fabrication and installation of illuminated street name signs  
Dates of Service: Since 2007

**2. Identification of senior and technical staff to be assigned to the City. Staff named in the proposal may not be substituted without permission of the City:**

**a. Resumes, including relevant experience may be included:**

The following are brief profiles on the key persons that will be assigned to the City of Mesa ISNS program:

Gary Gryder, Vice President of Business Development:

Gary has been employed at Fluoresco for 24 years and has been the lead sales representative on all illuminated street name sign projects. With the Fluoresco team Gary developed the Illuminated street name sign segment

for Fluoresco which is dominant in Maricopa County. Gary has a bachelors of science degree (1982) from Northern Arizona University in business administration.

Terri Tomlinson, ISNS Project Coordinator:

Terri has been employed at Fluoresco for 19 years and has been coordinating illuminated street name sign projects for the past 15 years. Terri coordinates (manages) our internal staff in design production and installation to execute projects. Occasionally, she will need to coordinate subcontractors, traffic control and installation crews, but generally all work is self performed by Fluoresco staff.

Tim Ocker, Phoenix Branch Service and Installation Manager:

Tim has been employed at Fluoresco for 13 years. Tim manages the department that is responsible for all service and installation of illuminated street name signs. Tim is certified as a Journeyman Technician by the International Association of Lighting of Management Companies and holds a Roadway Level 1 certification by the International Municipal Signal Association.

Michael Martinez, Production Manager:

Michael has been employed at Fluoresco for 33 years. Michael has been responsible for the production of every illuminated street name sign program for Fluoresco. In addition, Michael has assisted in the design and development of many of the illuminated street name sign programs that Fluoresco has performed by building prototypes and assisting in design. Michael is the qualifying party for the electrical contractor licenses that Fluoresco holds in Arizona, California and Nevada.

Mark Mackin, Lead Sign Designer:

Mark has been employed at Fluoresco for 23 years. Mark has been the lead designer on all illuminated street name projects that Fluoresco has performed. Mark and his staff will provide all shop drawings for customer approval and he will design any structural drawings that may be required. Mark also is responsible for working with structural engineers when necessary.

Note: The profiles listed above are brief profiles on each key member that will be working on the City of Mesa illuminated street name sign program. If more detailed information is required for each team member, Fluoresco would be happy to provide full resumes.

## **Program Description and Method of Approach**

### **1. *Experience Manufacturing & Installing Illuminated Street Name Signs for public roadways (project examples):***

Fluoresco entered the illuminated street name sign business in 1990 by helping develop, fabricate and install the ISNS system in the City of Tempe. Since that first customer, Fluoresco has helped multiple Arizona City's with design, development, fabrication and installation of ISNS programs. Please see the Arizona City's that Fluoresco has worked with in Tab 1: Qualifications (Abilities, Experience and Expertise).

Specifically, the best ISNS project/program example of Fluoresco's capability to perform this project is the City of Phoenix, illuminated street name sign program. Fluoresco was awarded this program in 1999. Since that time Fluoresco has been the sole provider of illuminated street name sign products directly to the City of Phoenix and indirectly to general contractors for construction projects. Fluoresco assisted the City on the original product design, assisted the structural engineer to acquire wet stamped approved engineering, performed all sign production/fabrication services in house and self performed all sign installation services. Fluoresco has produced and installed in excess of 4,200 signs for this program since 1999.

### **2. *Compliance with Specification as written:***

Fluoresco has been working in conjunction with the City and other component manufactures in recent months to design the new illuminated street name sign system that is depicted in these specifications. The best example of our understanding of the specifications for this program is to provide a sample (2 of 9 pages) of the Fluoresco shop drawings that were developed for this ISNS program (see Exhibit A attached).

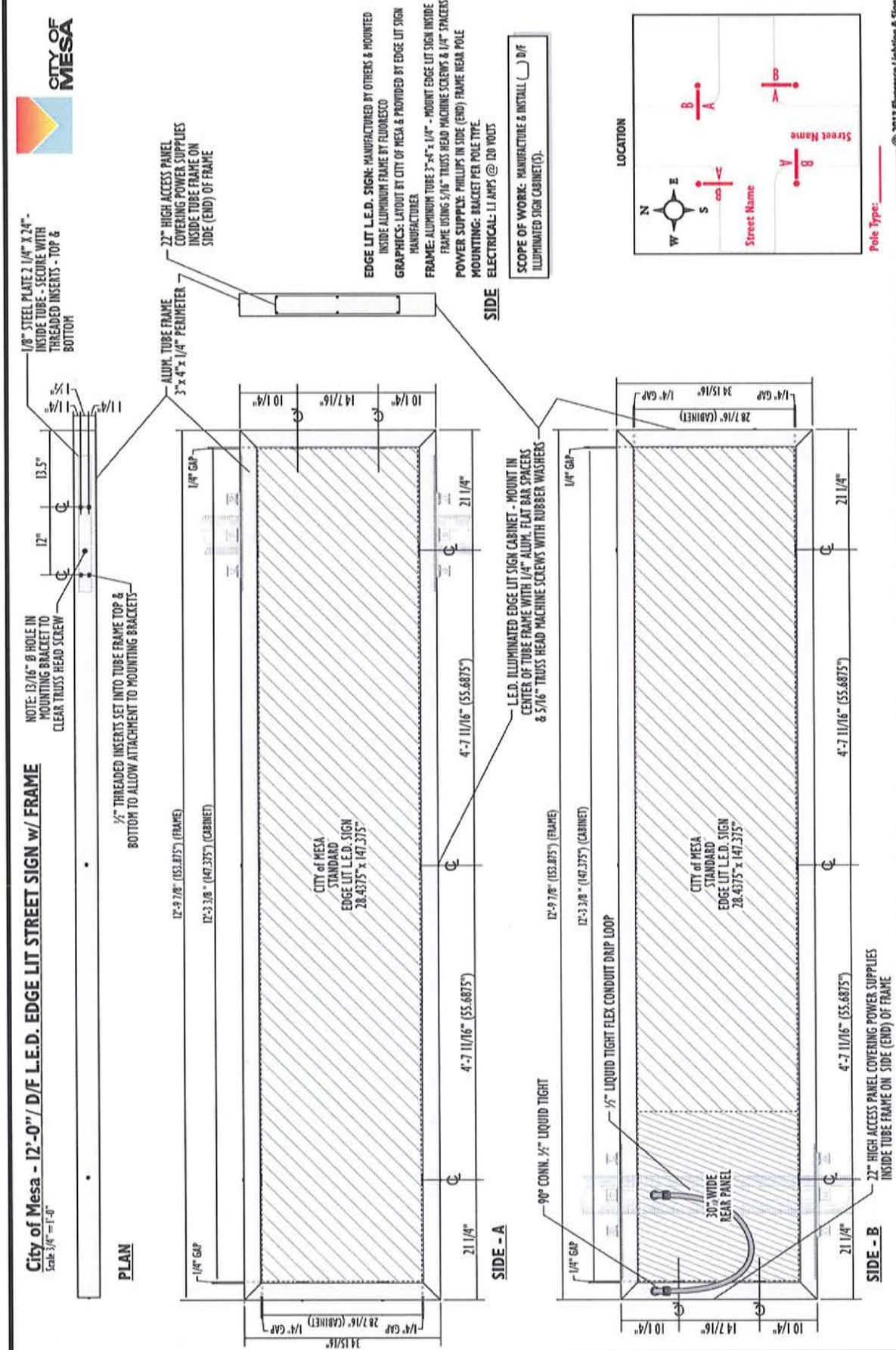
Fluoresco does need to qualify two items that have come to our attention since this RFP was issued. First, the face sheeting for this program is called out to have a 10 year warranty. To date, we have not received a commitment from 3M that they will be able to meet that warranty. Second, Fluoresco would like to request that the City of Mesa consider adding General Electric to the specification for power supplies. Since Fluoresco plans to utilize General Electric LED's for this program we would like to use the entire GE LED system rather than having the LED's come from one source and the power supplies from another. Fluoresco looks forward to discussing both of these qualifiers with the City should we be selected for this program.

### **3. *Employees Certifications/Qualifications:***

Fluoresco utilizes the International Association of Lighting Management Companies for field technicians and sign installers. Two certifications are available to field personnel; an Apprentice Lighting Technician and a Senior Lighting Technician. In addition, Fluoresco has field and management personnel that hold a variety of certifications that include but are not limited to; International Municipal Signal Association certification (Roadway lighting Level 1 and Traffic Signal Field Technician Level 2), United States EPA Green Lights Surveyor Ally and American Traffic Safety Services Administration (Traffic Control Supervisor and Traffic Control Technician).

The brief work profiles for all the key members of the management and administrative team that will be assigned to this project were listed in this proposal under Tab 2 Section 2. Each one of the team members listed has not only been working on illuminated street name sign programs for over a decade, but each one of these team members has been working with Fluoresco during this time for 10 years or more. We are an experienced team an experienced company that will be able to serve all your illuminated street name sign program needs.

DATE	2/25/13	SCALE	AS NOTED	DESIGNER	GARY GRYDER / T.T.	PROJECT	CITY OF MESA - LED, EDGE LIT SIGN WITH FRAME
PROJECT	CITY OF MESA	LOCATION	CITY OF MESA	DATE	130193	DRW #	
REV	7/21/13	BY	5/15/13	DATE	7/16/13	NO	7
REV	7/23/13	BY	5/15/13	DATE	7/23/13	NO	8
REV	7/23/13	BY	5/15/13	DATE	7/23/13	NO	9
REV	6/24/13	BY	6/24/13	DATE	6/24/13	NO	5
REV	6/24/13	BY	6/24/13	DATE	6/24/13	NO	6

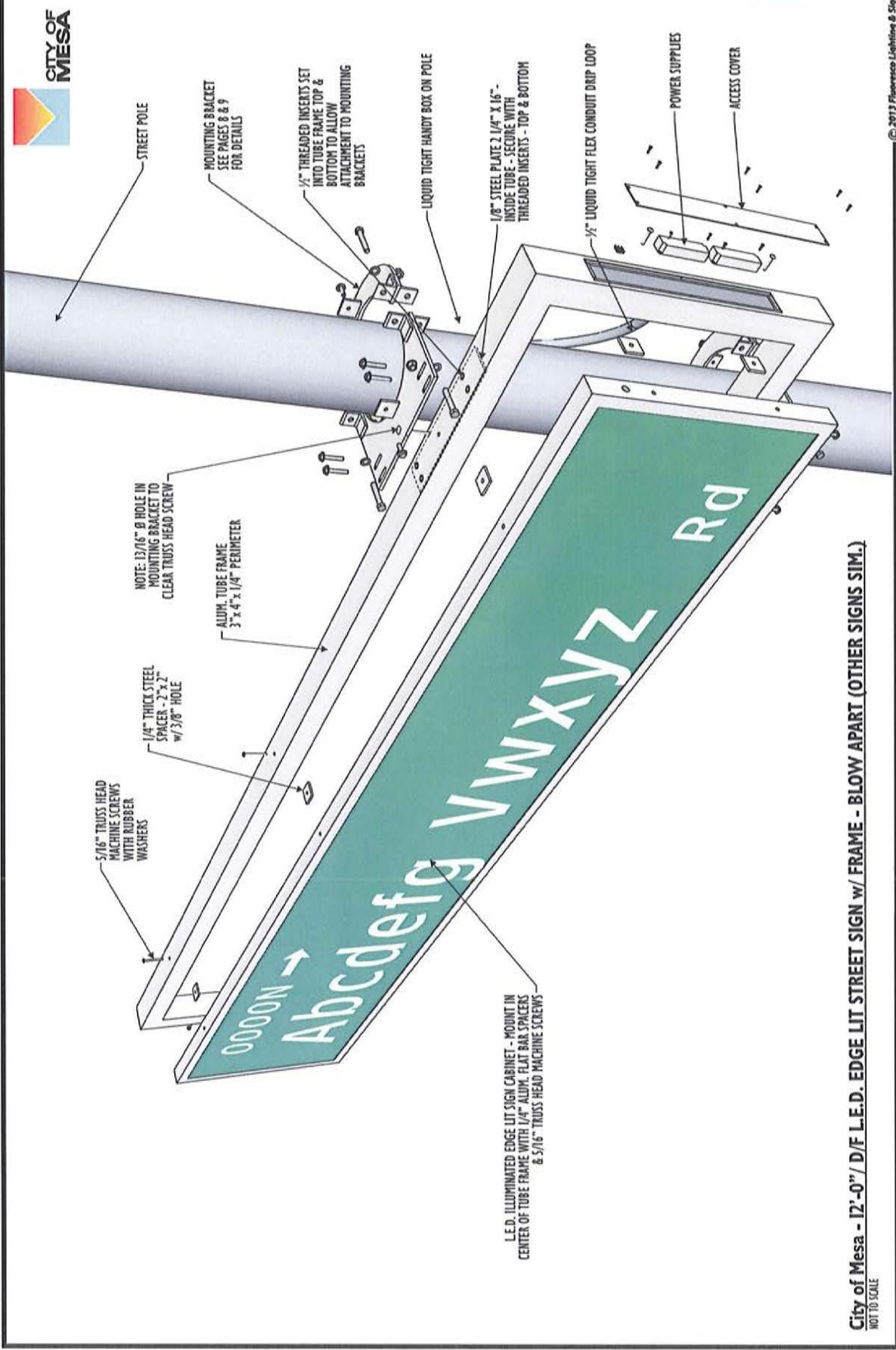


THE ORIGINAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SIZE AND LOCATION OF THE SIGN BEING DESIGNED FOR THE PROJECT. THE CITY OF MESA SHALL NOT BE RESPONSIBLE FOR THE SIZE AND LOCATION OF THE SIGN BEING DESIGNED FOR THE PROJECT. THE ORIGINAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SIZE AND LOCATION OF THE SIGN BEING DESIGNED FOR THE PROJECT. THE CITY OF MESA SHALL NOT BE RESPONSIBLE FOR THE SIZE AND LOCATION OF THE SIGN BEING DESIGNED FOR THE PROJECT.

DATE	2/25/13	PROJECT	CITY OF MESA - LED. EDGET SIGN WITH FRAME
SCALE	AS NOTED	DESIGNER	GARY GRAYDER / T.I.
LOCATION	CITY OF MESA	OWNER	130193
NO.	6	DATE	6/24/13
NO.	5	DATE	6/18/13
NO.	4	DATE	5/15/13
NO.	3	DATE	5/15/13
NO.	2	DATE	7/16/13
NO.	1	DATE	4/30/13

**FLUORESCO**  
LIGHTING & SIGNS  
Since 1981

THE ORIGINAL SIGNAGE DESIGNER IN SONORA. WE ARE COMMITTED TO YOUR SUCCESS. WE WILL NOT BE SHOWN TO YOUR OFFICE. YOUR OPINION IS REPRODUCED IN THIS DRAWING. ANY CHANGES MUST BE APPROVED BY FLUORESCO.



**City of Mesa - 12'-0" / D/F L.E.D. EDGE LIT STREET SIGN w/ FRAME - BLOW APART (OTHER SIGNS SIM.)**  
NOT TO SCALE

# Business Licenses

IMPORTANT NOTICE  
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

Fluoresco Lighting - Sign Maintenance Corp

Fluoresco Lighting - Sign Maintenance Corp  
5505 S Nogales Hwy  
Tucson, AZ 85706-3300

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 09/30/2014  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Fluoresco Lighting - Sign Maintenance Corp



CONTRACTORS LICENSE NO 176241 CLASS A-17

Electrical and Transmission Lines

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*William A. Mundell*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE  
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

Fluoresco Lighting - Sign Maintenance Corp

Fluoresco Lighting - Sign Maintenance Corp  
Po Box 27042  
Tucson, AZ 85726-7042

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 06/30/2014  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Fluoresco Lighting - Sign Maintenance Corp



CONTRACTORS LICENSE NO 73481 CLASS L-11

Electrical

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*William A. Mundell*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

IMPORTANT NOTICE  
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY. [SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE RULE R-4-9-110]

Fluoresco Lighting - Sign Maintenance Corp

Po Box 27042  
Tucson, AZ 85726-7042

THIS IS YOUR IDENTIFICATION CARD  
DO NOT DESTROY



LICENSE EFFECTIVE THROUGH: 06/30/2015  
STATE OF ARIZONA

Registrar of Contractors CERTIFIES THAT

Fluoresco Lighting - Sign Maintenance Corp



CONTRACTORS LICENSE NO 73482 CLASS L-30

Signs

THIS CARD MUST BE  
PRESENTED UPON DEMAND

*William A. Mundell*  
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS

# Fleet List



Updated: 7/18/2013

LOC	Unit #	Unit Name	Yr.	Mfg	Model	G V W	Aerial Equip or Body Style	Work Hght	License Plate #	Fleet Ins Exp Date
PHX	151	Spencer	1999	Freightliner	FL70	40,000	100' Sky Hoist Crane	100	CH40324	7/1/2014
PHX	174	Shocker	2005	GMC	Sierra	6000	Pick-up	n/a	780 SJF	7/1/2014
PHX	176	Luke	2003	International	4300	35,000	50' Elliott Skywalk Crane	55		7/1/2014
PHX	178	Fabian	2004	Freightliner	M2	54,999	87' ManitexRX Crane	87	CH40325	7/1/2014
PHX	179	Peter	1999	Ford	F450	15,000	29' Telex	34	CE11917	7/1/2014
PHX	198	Howdy	2008	Ford	F-250	8,000	Pick-up	n/a	CF05687	7/1/2014
PHX	7	Rufus	1996	Ford	F250	8,000	Pick-up	n/a	5DB313	7/1/2014
PHX	PHX	Permits	2002	Nissan	Frontier		Pick-up	n/a	CC15521	7/1/2014
PHX	145	Precious III	2004	Chev	C1500	8,000	Pick-up	n/a	CC88129	7/1/2014
PHX	155	Stuart II	1999	Freightliner	FL50	18,000	14' Stake	n/a	CH40330	7/1/2014
PHX	50	Tovs	1998	GMC	C-6500	25,950	60' Wilkie ladder	60	CH55304	7/1/2014
PHX	75	Waldo	1996	GMC	TC7H042	25,950	24' Stake	n/a	CB38910	7/1/2014
PHX	82	Missey	2000	GMC	C6500 DSL	26,000	55' Sponco Ladder	55	CH53260	7/1/2014
PHX	89	Mookie	1999	GMC	1500	8,000	Pick-up	n/a	CF98562	7/1/2014
PHX	94	Monica	2001	Freightliner	FL60	26,000	55' Sponco Ladder	55	CH40329	7/1/2014
PHX	104	Godfather	2000	GMC	1500	8,000	Pick-up	n/a	6N44181	7/1/2014
PHX	109	Voltarc	2002	Isuzu	NQR	14,000	Service Body Van	n/a	CB90797	7/1/2014
PHX	121	Abott	2001	Ford	F450	15,000	29' Versalift	34	6X49176	7/1/2014
PHX	135	Holly	1999	Freightliner	FL50	19,000	16' Box	na	CC49992	7/1/2014
PHX	158	Brutus II	2004	Chev	1500	6,400	ExtCab	n/a	295 NXK	7/1/2014
PHX	162	Lindsey	1998	International	4700	26,000	55' Elliott ECL Crane	60	CH40331	7/1/2014
PHX	166	Curly II	1999	Ford	F450	14,000	29' Telex	34	CD60508	7/1/2014
PHX	172	Rizzo 2	2005	GMC	GMC250	8,000	Pick-up	n/a	777SJF	7/1/2014
PHX	175	Moe II	2005	Ford	F450	15,000	29' Versalift	34	CE03501	7/1/2014
PHX	177	Wallace	1999	Ford	F450	15,000	29' Telex	34	CD77950	7/1/2014
PHX	184	Chloe	2007	Ford	F550	18,000	38' Terex	43	CE64806	7/1/2014
PHX	186	Monroe	2006	GMC	Sierra 2500	9,200	Pick-up	n/a	CE64112	7/1/2014
PHX	187	Ballanger	2007	GMC	Sierra 2500	9,200	Pick-up	n/a	CE64202	7/1/2014
PHX	188	Clyde	2006	Ford	F550	18,000	38' Terex	43	CH40326	7/1/2014
PHX	190	Jeckel II	2007	Ford	LCF	17,500	14' Box	n/a	CE93001	7/1/2014
PHX	191	"S"	2000	International	4900	26,000	40' Altec TA40	44	CE82389	7/1/2014
PHX	192	"R"	2000	International	4900	26,000	40' Altec TA40	44	CH40327	7/1/2014
PHX	193	"P"	2000	International	4900	26,000	40' Altec TA40	44	CE89807	7/1/2014
PHX	195	Harmon II	2007	Kenworth	T-300	26,000	60' Wilkie Ladder	60	CH40332	7/1/2014
PHX	200	Digger I	2007	International	4300	33,000	Commander 47	42	CF02722	7/1/2014
PHX	00	Casper	2003	GMC	Sierra	6,400	Pick-up	n/a	CC48903	7/1/2014
PHX	181	Tiny Tim	2002	Chev	2500	6,400	Quad Cab	n/a	CC48904	7/1/2014
PHX	211	Naomi 42' Rent	2012	International	DuraStar					7/1/2014
PHX	209	Digger 2 Rent	2012	Freightliner	M2					7/1/2014
PHX	210	Digger 3 Rent	2008	Ford	F750					7/1/2014

# Sample Invoice



ARIZONA

CALIFORNIA

TUCSON - Corporate Office  
(520) 623-7953  
3131 E. 46th St. P.O. Box 27042  
Tucson, Arizona 85726-7042  
Fax (520) 884-0161

I N V O I C E

#21659800.

Buyer : BILL SHINGLETON

Date : 07/29/2013

Sold to  
CITY OF MESA  
TRANSPORTATION DEPT RC364  
P.O. BOX 1466  
MESA AZ 85211

Ship to  
CITY OF MESA  
LED PROTOTYPE  
MESA AZ

CUST PO#: CONTACT: BILL SHINGLETON PHONE: 480-644-3129  
SALESMAN: GARY GRYDER SHP VIA: CUST TERMS: UPON COMPLETION  
ORD CLRK: TMOMLINS TMOMLINS CUST NO: P22650 TAX: 37 ORDER TYPE:

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>List Price</u>	<u>Disc</u>	<u>Ext price</u>
2.00	EA	FABRICATE AND INSTALL (2) PROTOTYPE SIGNS	\$2,886.00		\$5,772.00

Sub-total	\$5,772.00
Total Sales Tax	<u>\$301.88</u>
INVOICE TOTAL	\$6,073.88

Printed By: Paul Korza  
Date Printed: October 24, 2013

**Account : FLUORESCO LIGHTING-SIGN MAINT**  
D-U-N-S® Number: 04-580-7732 - FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
Account Number: 045807732  
Trade Names: FLUORESCO  
Endorsement/Billing Reference: korzap@dnb.com

**D&B Address**  
Address 5505 S Nogales Hwy  
Tucson, AZ  
Phone 520 623-7953  
Fax 520-884-0161  
Location Type Headquarters  
Web www.fluoresco.com/locations

**Account Address**  
Address 5505 S Nogales Hwy  
Tucson, AZ - 857063300  
Phone  
Fax

**Assigned to:** Credit Department  
Account Created: 02/01/2007  
Endorsement : korzap@dnb.com

**Corporate Linkage**

**Trade Payments**

Currency: Shown in USD unless otherwise indicated

**D&B PAYDEX®**

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experiences as reported to D&B by trader references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX is	44	Equal to 48 days beyond terms ( Pays more slowly than the average for its industry of 11 days beyond terms )
Industry Median is	73	Equal to 11 days beyond terms
Payment Trend currently is	↔	Unchanged, compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Total payment Experiences in D&Bs File (HQ)	122
Payments Within Terms (not weighted)	42 %
Trade Experiences with Slow or Negative Payments(%)	50.82%
Total Placed For Collection	0
Average High Credit	5,003
Largest High Credit	100,000
Highest Now Owing	15,000
Highest Past Due	7,500

**D&B PAYDEX® : 44**

(Lowest Risk:100; Highest Risk:1)  
When weighted by amount, payments to suppliers average 48 days beyond terms

**3-Month D&B PAYDEX® : 50**

(Lowest Risk:100; Highest Risk:1)

Based on payments collected over last 3 months.

When weighted by amount, payments to suppliers average 30 days beyond terms

## Public Filings

Currency: Shown in USD unless otherwise indicated

### Bankruptcy Proceedings

Chapter Number	11
Type	VOLUNTARY
Status	PLAN CONFIRMED
Bankrupt subject	Fluoresco Lighting-Sign Maintenance Corp, 5505 S Nogales Hwy, Tucson, AZ, 85706
Docket Number	12-14719
Where filed	U.S. Bankruptcy Court, 110 S CHURCH AVE STE 8112, Tucson, AZ, 85701
Attorney	MICHAEL W MCGRATH, MESCH CLARK & ROTHSCHILD, 259 NORTH MEYER AVENUE, TUCSON, AZ, 85701
Judge	Eileen W Hollowell
Date status attained	12/18/12
Date filed	06/29/12
Latest Info Collected	09/10/13

### Liens

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

Amount	292
Status	Open
CASE NO.	12-0675239
Type	County Tax
Filed By	TAX COLLECTOR
Against	FLUORESCO LIGHTING-SIGN MAINTENENCE CORP ATTN MATT
Where Filed	SAN DIEGO COUNTY RECORDERS OFFICE, SAN DIEGO, CA
Date Status Attained	10/31/12
Date Filed	10/31/12
Latest Info Received	11/28/12

### Suits

Status	Pending
DOCKET NO.	SC20040507
Plaintiff	4500 - OKLAHOMA NEON INC
Defendant	FLUORESCO LIGHTING AND SIGNS INC
Where filed	ROGERS COUNTY DISTRICT COURT, CLAREMORE, OK
Date status attained	08/30/04
Date filed	08/30/04
Latest Info Received	10/15/04

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

**UCC Filings**

---

**Collateral** Inventory - Account(s) - Assets - Equipment - Chattel paper  
**Type** Original  
**Sec. Party** JPMORGAN CHASE BANK, N.A., DALLAS, TX  
**Debtor** FLUORESCO LIGHTING-SIGN MAINTENANCE CORP. and OTHERS  
**Filing No.** 201217041987  
**Filed With** SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
**Date Filed** 2012-08-17  
**Latest Info Received** 09/11/12

---

**Collateral** Equipment and proceeds  
**Type** Original  
**Sec. Party** BANK ONE, ARIZONA, NA, PHOENIX, AZ  
**Debtor** FLUORESCO-LIGHTING SIGN MAINTENANCE CORP.  
**Filing No.** 200111899591  
**Filed With** SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
**Date Filed** 2001-09-21  
**Latest Info Received** 10/22/01

---

**Collateral** Fixtures  
**Type** Original  
**Sec. Party** MEYER SIGN COMPANY DBA MARTIN BROS. INC., TIGARD, OR  
**Debtor** FLUORESCO LIGHTING AND SIGNS, PHOENIX, AZ and OTHERS  
**Filing No.** 89252064  
**Filed With** SECRETARY OF STATE/UCC DIVISION, SALEM, OR  
  
**Date Filed** 2012-07-18  
**Latest Info Received** 07/31/12

---

**Collateral** Fixtures  
**Type** Original  
**Sec. Party** MEYER SIGN COMPANY DBA MARTIN BROS. INC., TIGARD, OR  
**Debtor** FLUORESCO LIGHTING AND SIGNS, PHOENIX, AZ and OTHERS  
**Filing No.** 89252057  
**Filed With** SECRETARY OF STATE/UCC DIVISION, SALEM, OR  
  
**Date Filed** 2012-07-18  
**Latest Info Received** 07/31/12

---

**Collateral** Equipment  
**Type** Original  
**Sec. Party** PACIFIC OFFICE AUTOMATION, BILLINGS, MT  
**Debtor** FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.

Filing No. 201016294271  
Filed With SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
Date Filed 2010-10-22  
Latest Info Received 11/08/10

---

Collateral Vehicles - Equipment  
Type Original  
Sec. Party WELLS FARGO EQUIPMENT FINANCE, INC., MINNEAPOLIS, MN  
Debtor FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
Filing No. 200815238254  
Filed With SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
Date Filed 2008-01-18  
Latest Info Received 02/07/08

---

Collateral Equipment - Vehicles  
Type Amendment  
Sec. Party WELLS FARGO EQUIPMENT FINANCE, INC., MINNEAPOLIS, MN  
Debtor FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
Filing No. 200815238254  
Filed With SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
Date Filed 2008-06-10  
Latest Info Received 07/09/08  
Original UCC Filed Date 2008-01-18  
Original Filing No. 200815238254

---

Collateral Equipment  
Type Original  
Sec. Party WELLS FARGO EQUIPMENT FINANCE, INC., MINNEAPOLIS, MN  
Debtor FLURESCO LIGHTING-SIGN MAINTENANCE CORP.  
Filing No. 200413144884  
Filed With SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
Date Filed 2004-05-10  
Latest Info Received 06/10/04

---

Collateral Equipment  
Type Original  
Sec. Party WELLS FARGO EQUIPMENT FINANCE, INC., MINNEAPOLIS, MN  
Debtor FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
Filing No. 200413110835  
Filed With SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ  
  
Date Filed 2004-04-16

Latest Info Received 05/14/04

---

Collateral Equipment - Vehicles  
Type Original  
Sec. Party WELLS FARGO EQUIPMENT FINANCE, INC., MINNEAPOLIS, MN  
Debtor FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
Filing No. 200413072945  
Filed With SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

Date Filed 2004-03-12  
Latest Info Received 04/14/04

---

Collateral Leased Equipment including proceeds and products  
Type Original  
Sec. Party IKON FINANCIAL SVCS, MACON, GA  
Debtor FLUORESCO LIGHTING SIGN MAINT  
Filing No. 200714914975  
Filed With SECRETARY OF STATE UCC DIVISION, PHOENIX, AZ

Date Filed 2007-07-23  
Latest Info Received 08/15/07

There are additional UCCs in D&Bs file on this company available by contacting 1-800-234-3867.

### Government Activity

---

#### Activity summary

Borrower (Dir/Guar)	NO
Administrative Debt	NO
Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

#### Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	YES (2013)
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the federal government and other sources.

## History & Operations

---

Currency: Shown in USD unless otherwise indicated 

### Company Overview

---

Company Name: FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.

**Doing Business As :** FLUORESCO  
**Street Address:** 5505 S Nogales Hwy  
 Tucson , AZ 85706  
**Mailing Address:** PO Box 27042  
 Tucson AZ 85726  
**Phone:** 520 623-7953  
**Fax:** 520-884-0161  
**URL:** <http://www.fluoresco.com/locations>  
**History** Is business  
**Present management control** 52 years

**History**

The following information was reported: 09/13/2013

**Officer(s):** LADD KLEIMAN, PRES  
 IRA KLEIMAN, EXE V PRES  
 MARK SAUL, V PRES-TREAS  
 ANDY KLEIMAN, EXEC V PRES

**DIRECTOR(S) :** THE OFFICER(S)

The Arizona Secretary of State's business registrations file showed that Fluoresco Lighting-sign Maintenance Corp. was registered as a Corporation on December 14, 1964.  
 Business started 1961 by Murray Kleiman. 50% of capital stock is owned by Ladd Kleiman. 50% of capital stock is owned by Ira Kleiman.  
 LADD KLEIMAN born 1948. 1978-present active here.  
 IRA KLEIMAN born 1953. 1995-present active here.  
 MARK SAUL born 1959. 1991-present active here.  
 ANDY KLEIMAN. Antecedents not available.

On June 29, 2012, the chapter Eleven bankruptcy, file number 12-14719, filed in the U.S. Bankruptcy Court, Tucson, AZ, was open for FLUORESCO LIGHTING-SIGN MAINTENANCE CORP. On June 29, 2012, the chapter Eleven bankruptcy, file number 12-14719, filed in the U.S. Bankruptcy Court, Tucson, AZ, was open for FLUORESCO LIGHTING-SIGN MAINTENANCE CORP. On June 29, 2012, the chapter Eleven bankruptcy, file number 12-14719, filed in the U.S. Bankruptcy Court, Tucson, AZ, was open for Fluoresco Lighting-sign Maintenance Corp. On December 18, 2012, the chapter Eleven bankruptcy, file number 12-14719, filed in the U.S. Bankruptcy Court, Tucson, AZ, plan was confirmed for Fluoresco Lighting-sign Maintenance Corp..

**Business Registration**

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF Oct 21 2013

**Registered Name:** FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
**Business type:** CORPORATION  
**Corporation type:** PROFIT  
**Date incorporated:** Dec 14 1964  
**State of incorporation:** ARIZONA  
**Filing date:** Dec 14 1964  
**Registration ID:** 00660225  
**Duration:** PERPETUAL  
**Status:** ACTIVE/IN GOOD STANDING  
**Where filed:** CORPORATION COMMISSION , PHOENIX , AZ  
**Registered agent:** LADD KLEIMAN , 5505 S NOGALES HIGHWAY , TUCSON , AZ , 857060000  
**Principals:** IRA KLEIMAN DIRECTOR 5505 S NOGALES HWY TUCSON AZ 857060000  
 LADD KLEIMAN DIRECTOR 5505 S NOGALES HWY TUCSON AZ 857060000  
 LADD KLEIMAN PRINCIPAL SHAREHOLDER  
 IRA KLEIMAN PRINCIPAL SHAREHOLDER  
 LADD M KLEIMAN PRESIDENT 5505 S NOGALES HWY TUCSON AZ 857060000  
 IRA KLEIMAN SECRETARY 5505 S NOGALES HWY TUCSON AZ 857060000  
 IRA KLEIMAN VICE PRESIDENT 5505 S NOGALES HWY TUCSON AZ 857060000

## Operations

09/13/2013

Manufactures electric signs. Contractor of lighting. Operates a electrical and electronic repair shop. Manufactures lighting equipment. Manufactures commercial, industrial or institutional lighting fixtures.

**Description:** Has 3000 account(s). Terms are due upon completion and on contractual basis. Sells to commercial and Industrial concerns. Territory : United States,

Nonseasonal,

**Employees:** 164 which includes officer(s). 150 employed here.

**Facilities:** Rents 100,000 sq. ft. in brick building.

**Location:** Industrial section on main street.

**Branches:** This business has multiple branches, detailed branch/division information is available in Dun & Bradstreet's linkage or family tree products.

## SIC & NAICS

### SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific about a company's operations than if we use the standard 4-digit code.

The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

3993 0100 Electric signs  
1731 9904 Lighting contractor  
7629 0000 Electrical repair shops  
3648 0000 Lighting equipment, nec  
3646 0000 Commercial lighting fixtures

### NAICS:

339950 Sign Manufacturing  
238210 Electrical Contractors  
811219 Other Electronic and Precision Equipment Repair and Maintenance  
335129 Other Lighting Equipment Manufacturing  
335122 Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing

## Financials

Currency: Shown in USD unless otherwise indicated 

### Company Financials: D&B

### Additional Financial Data

On SEP 12 2013 Herman Dreier, Admin, deferred all information.

### Request Financial Statements

Requested financials are provided by FLUORESCO LIGHTING-SIGN MAINT and are not DUNSRight certified.

### Additional Financial Statements

Current Business Financials Archived Business Financials

## Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experiences collected from more than 260 million unique supplier/purchaser relationships.

### Days Beyond Terms - Past 3 & 12 Months

3 months from Aug 13 to Oct 13

**9**  
Days

Dollar-weighted average of 21 payment experiences reported from 14 companies

### 12 months from Nov 12 to Oct 13

**25**  
Days

Dollar-weighted average of 53 payment experiences reported from 30 companies

### Derogatory Events Last 11 Months from Oct 12 to Aug 13

Status	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13
Placed for collection	-	-	-	-	-	-	-	-	-	-	-
Bad debt written off	5,962 on 2 acct	9,660 on 3 acct	3,698 on 1 acct	0 on 1 acct	3,698 on 1 acct	9,660 on 3 acct	3,698 on 1 acct	-	-	-	-

### Total Amount Current and Past Due - 11 month trend from Oct 12 to Aug 13

Status	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13
Total	41,591	40,197	36,713	37,770	34,415	25,027	31,475	22,688	22,278	23,454	20,773
Current	14,149	10,586	7,940	19,579	16,457	13,437	14,922	11,428	13,310	12,528	9,653
1-30 Days Past Due	4,253	6,795	1,544	-515	1,450	1,667	3,652	-864	1,383	3,223	2,765
31-60 Days Past Due	2,260	5,732	2,804	777	257	222	514	622	226	355	798
61-90 Days Past Due	3,823	2,786	10,172	4,491	4,760	3,608	61	-328	53	169	378
90+ Days Past Due	17,106	14,298	14,253	13,438	11,491	6,093	12,326	11,830	7,306	7,170	7,179

This information may not be reproduced in whole or in part by any means of reproduction.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Fluoresco Lighting - Sign Maintenance Corp</b>	
	Business name/disregarded entity name, if different from above <b>Fluoresco Lighting &amp; Sign, Inc.</b>	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) <b>5505 S. Nogales Hwy</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Tucson, AZ 85706</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
<b>Employer identification number</b>								
8	6	-	0	1	9	3	9	1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>OCTOBER 8, 2013</b>
	William E. Waldin, Controller	

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**Contract Number: 2014109****Contract Title: Illuminated Street Name Sign****Amendment Number: 1****Description of Change:****The following are changes to the Illuminated Street Name Signs Contract:**

- 1) New signs will have a sign flush within the support frame instead of floating like the current sign design. There have been a couple of incidents with the current street name signs where the flush sign fell out of the support frame and into the roadway, creating a potential traffic hazard.**
- 2) The City logo will be a separate panel so it can be changed if necessary without affecting the street name panel.**
- 3) The City logo will be moved to the vertical traffic signal side of the sign panel to improve illumination of the City logo. The length of the Backer Panel will be slightly increased in length so it matches the dimensions of the Logo panel.**
- 4) The front and repair panels will be hinged, creating ease of access to the internal components of the sign. The current sign design does not have this feature.**

**The cost of the new sign design is less than the cost of the current sign design. The flush signs will no longer be able to fall out of the support frame and into the roadway. The current sign component is built in Asia. The new sign component would be built locally, therefore reducing lead time for responding to orders.**

**The line items that will be affected by the change in design are: 12-18 and 48-55. Pricing has decreased; however the Vendor could only provide pricing for line items 53-55 at this time. The City is on a very strict timeframe to install street name signs in the downtown area in order to be ready for the August 22<sup>nd</sup> opening date of the light rail. Line items 53-55 are the items the City will need for the light rail project. The Vendor cannot provide the City pricing for the remaining items until sometime next week at the earliest, after meeting with their estimator. It is imperative that the City process the first contract amendment at this time so the City can order the signs that are needed to complete this project. A second amendment will be processed at a later date.**

**Shop drawings for the proposed new street name signs, as well as updated pricing, is attached.**

**Effective Date of Change: July 1, 2015**

---

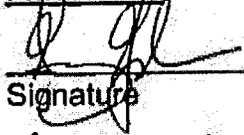
**Acceptance: On behalf of the undersigned Contractor, I have given careful consideration to this Contract Amendment and hereby agree to the change(s) and that except as amended herein, all provisions of the Contract remain in full force and effect.**

---

**CONTRACT AMENDMENT #1 - 2014109**

---

**Fluoresco:**



Signature

Gary Gryder

Printed Name

Date

602-276-0120

Phone Number

**City of Mesa:**

Signature

City Manager Designee

Date

Mail Completed Amendment to:

**Fluoresco:**

Attn: Gary Gryder

Email: [ggryder@fluoresco.com](mailto:ggryder@fluoresco.com)

**Contract #:** 2014109  
**Contract Title:** Illuminated Street Name Signs  
**Prepared by:** Brandy Andersen

	Original Cost	New Cost	Change	% Change
1	\$ 5,793.00	\$ 5,338.00	\$ (455.00)	-7.85%
2	\$ 6,493.00	\$ 5,959.00	\$ (534.00)	-8.22%
3	\$ 7,487.00	\$ 6,938.00	\$ (549.00)	-7.33%
4			\$ -	
5			\$ -	
6			\$ -	
7			\$ -	
8			\$ -	
9			\$ -	
10			\$ -	
11			\$ -	
12			\$ -	
13			\$ -	
14			\$ -	
15			\$ -	
16			\$ -	
17			\$ -	
18			\$ -	
19			\$ -	
20			\$ -	
21			\$ -	
22			\$ -	
23			\$ -	
24			\$ -	
25			\$ -	
26			\$ -	
27			\$ -	
28			\$ -	
29			\$ -	
30			\$ -	
31			\$ -	
32			\$ -	
33			\$ -	
34			\$ -	
35			\$ -	
36			\$ -	
37			\$ -	
38			\$ -	
39			\$ -	
40			\$ -	

Overall Average: -7.80%

**PRICING AND COMPENSATION**

**LED ILLUMINATED SIGN FABRICATION & INSTALLATION (BID GROUP D)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
40	Fabricate & Install 6 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$ 5,029.00	2 EACH	\$ 10,058.00
41	Fabricate & Install 8 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$ 5,660.00	4 EACH	\$ 22,640.00
42	Fabricate & Install 10 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$ 6,308.00	2 EACH	\$ 12,616.00
43	Fabricate & Install 12 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$ 7,249.00	2 EACH	\$ 14,498.00
44	Fabricate & Install 6 foot LED sign complete. Double sided face.	\$ 5,234.00	2 EACH	\$ 10,468.00
45	Fabricate & Install 8 foot LED sign complete. Double sided face.	\$ 5,968.00	4 EACH	\$ 23,872.00
46	Fabricate & Install 10 foot LED sign complete. Double sided face.	\$ 6,718.00	2 EACH	\$ 13,436.00
47	Fabricate & Install 12 foot LED sign complete. Double sided face.	\$ 7,762.00	2 EACH	\$ 15,524.00
48	Fabricate & Install 6 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 4,954.00	2 EACH	\$ 9,908.00
49	Fabricate & Install 8 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 5,560.00	4 EACH	\$ 22,240.00
50	Fabricate & Install 10 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 6,183.00	2 EACH	\$ 12,366.00
51	Fabricate & Install 12 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 7,099.00	2 EACH	\$ 14,198.00
52	Fabricate & Install 6 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 5,109.00	2 EACH	\$ 10,218.00
53	Fabricate & Install 8 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ <del>5,793.00</del> 5,338.00	4 EACH	\$ <del>23,172.00</del> 21,352.00
54	Fabricate & Install 10 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ <del>6,493.00</del> 5,959.00	2 EACH	\$ <del>12,986.00</del> 11,918.00
55	Fabricate & Install 12 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ <del>7,487.00</del> 6,938.00	2 EACH	\$ <del>14,974.00</del> 13,876.00
56	Contingency Item: Skilled Technician	\$ 50.00	20 HOURS	\$ 1,000.00

Vendor Name Fluoresco Lighting & Signs

Date: 12/10/13

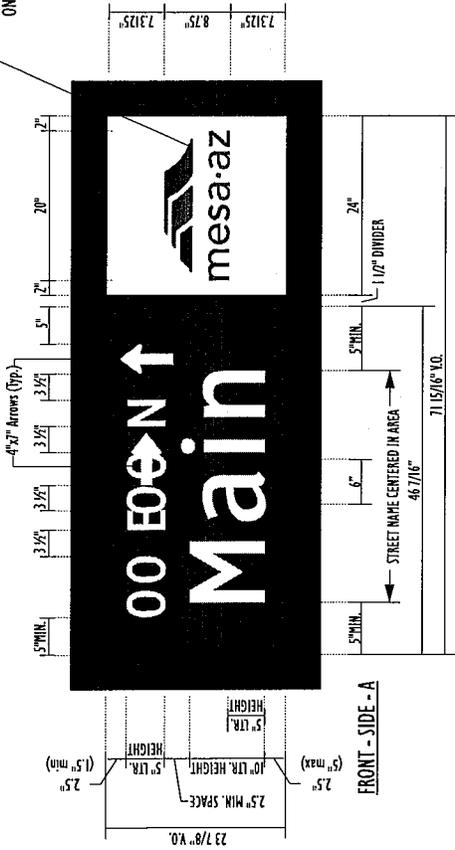
# 6'-0" CROSSFIRE IISNS

DATE	4/9/15	DESIGNED BY	MACKN
PROJECT	CITY OF MESA - L.E.D. CROSSFIRE PROTOTYPE	DWG #	328175
LOCATION	CITY OF MESA	DESIGNER	MACKN
SCALE	AS NOTED	DATE	6/23/15
PROJECT	CITY OF MESA - L.E.D. CROSSFIRE PROTOTYPE	DATE	4/23/15
PROJECT	CITY OF MESA - L.E.D. CROSSFIRE PROTOTYPE	DATE	4/23/15



NOTE: BLOCK INDICATORS TO BE DESIGNED BY THE CITY OF MESA SMALLER SIZE TO FIT ONE BLOCK DIRECTION ONLY NO BLOCK INDICATORS & CENTER STREET NAME?

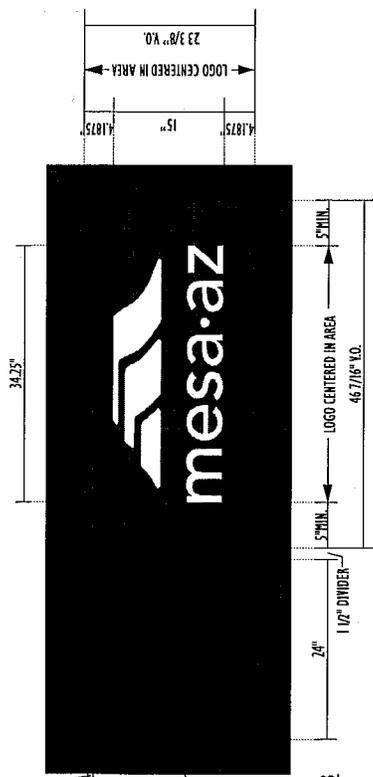
CENTER - CENTER LOGO IN INDIVIDUAL WHITE TRANSLUCENT FACE WITH DIGITALLY PRINTED LOGO ON CLEAR EC FILM



ELECTRICAL - 90 DEGREE SEATTLE CONNECTOR 6" FROM TOP OF CABINET TO CENTER LINE OF HOLE

POWER SUPPLY INSIDE CABINET

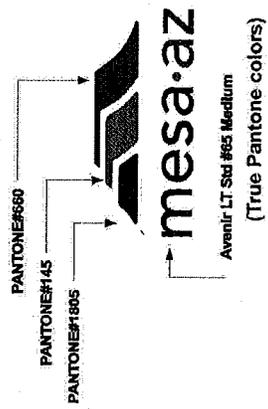
REAR - SIDE - B



SCALE 3/4" = 1'-0"

## FABRICATE & INSTALL ONE (1) PROTOTYPE CROSSFIRE L.E.D. INTERNALLY ILLUMINATED STREET NAME SIGN

- PERIMETER FRAME - ALUMINUM TUBE 4"x3"x1/4"
- CABINET - FABRICATED ALUMINUM WITH 1 5/8" RETAINERS HINGED BOTH SIDES
- DIVIDER - ALUMINUM "H" TRACK - 1 1/2" WIDE
- FINISH - ALL EXPOSED ALUMINUM SURFACES PAINTED THERMIC P20 HUNTER GREEN
- FRONT w/LOGO - .177" CLEAR POLYCARBONATE w/ 2nd SURFACE 70% DIFFUSER FILM & DIGITALLY PRINTED LOGO ON CLEAR EC/FILM APPLIED 1st SURFACE
- FRONT STREET SIGN - .177" CLEAR POLYCARBONATE w/ 2nd SURFACE 70% DIFFUSER FILM & WORBOY 1176 GREEN VINYL OVERLAY w/ REVERSE CUT GRAPHICS TO SHOW WHITE
- REAR - .177" CLEAR POLYCARBONATE w/ 2nd SURFACE 70% DIFFUSER FILM & WORBOY 1176 GREEN VINYL OVERLAY w/ REVERSE CUT LOGO TO SHOW WHITE
- ILLUMINATION - CROSSFIRE L.E.D.'S



**8'-0" CROSSFIRE IISNS**

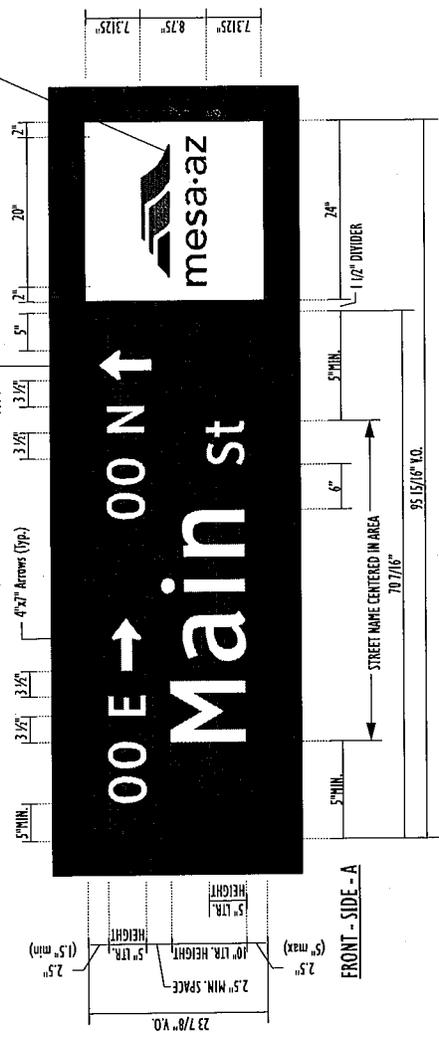
DATE	4/9/15
SCALE	AS NOTED
DESIGNER	GARY GRAYBER, I.T.
PROJECT	CITY OF MESA - L.E.D. CROSSFIRE PROTOTYPE
LOCATION	MACKIN
DATE	6/23/15
DATE	6/18/15
DATE	4/23/15

PROJECT: CITY OF MESA - L.E.D. CROSSFIRE PROTOTYPE  
 DESIGNER: MACKIN  
 DWG #: 328175

DATE: 4/9/15  
 SCALE: AS NOTED  
 DESIGNER: GARY GRAYBER, I.T.  
 PROJECT: CITY OF MESA - L.E.D. CROSSFIRE PROTOTYPE

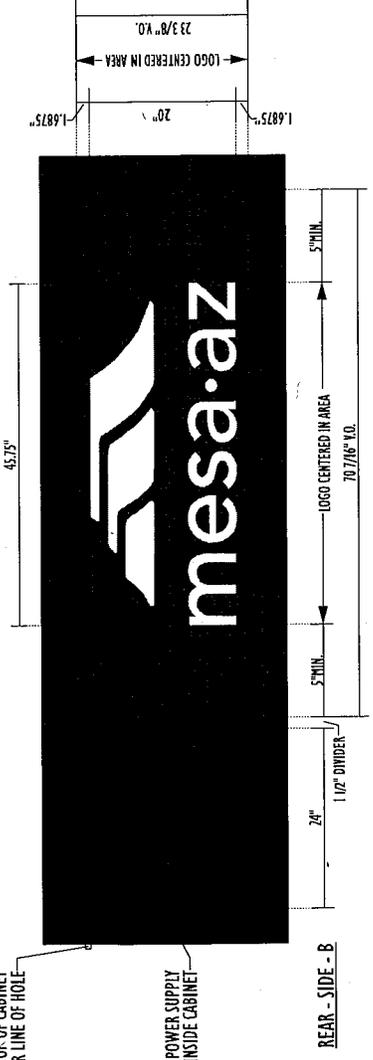
Fluoresco Services  
 An Everette Company

CENTER - CENTER LOGO  
 IN INDIVIDUAL WHITE  
 TRANSLUCENT FACE WITH  
 DIGITALLY PRINTED LOGO  
 ON CLEAR EC FILM



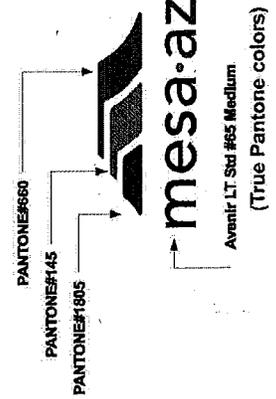
ELECTRICAL - 90 DEGREE  
 SEATTLE CONNECTOR  
 6" FROM TOP OF CABINET  
 TO CENTER LINE OF HOLE

POWER SUPPLY  
 INSIDE CABINET



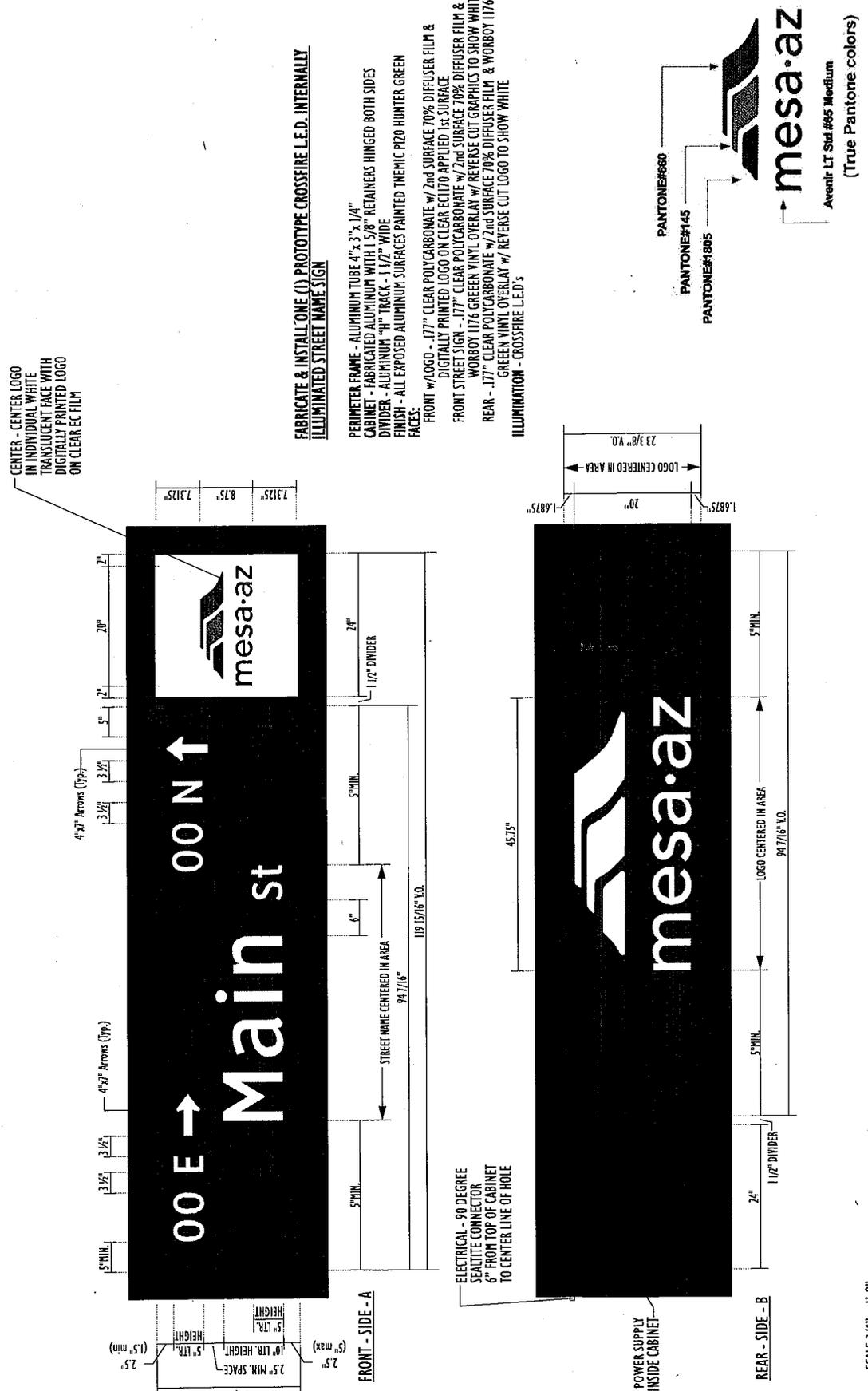
**FABRICATE & INSTALL ONE (1) PROTOTYPE CROSSFIRE L.E.D. INTERNALLY  
 ILLUMINATED STREET NAME SIGN**

- PENIMETER FRAME - ALUMINUM TUBE 4" x 3" x 1/4"
- CABINET - FABRICATED ALUMINUM WITH 1.5/8" RETAINERS HINGED BOTH SIDES
- DIVIDER - ALUMINUM 1/2" TRACK - 1 1/2" WIDE
- FINISH - ALL EXPOSED ALUMINUM SURFACES PAINTED THERMIC P120 HUNTER GREEN
- FACES:
  - FRONT w/LOGO - .177" CLEAR POLYCARBONATE w/2nd SURFACE 70% DIFFUSER FILM & DIGITALLY PRINTED LOGO ON CLEAR EC170 APPLIED 1st SURFACE
  - FRONT STREET SIGN - .177" CLEAR POLYCARBONATE w/2nd SURFACE 70% DIFFUSER FILM & WORBOY 1176 GREEN VINYL OVERLAY w/REVERSE CUT GRAPHICS TO SHOW WHITE
  - REAR - .177" CLEAR POLYCARBONATE w/2nd SURFACE 70% DIFFUSER FILM & WORBOY 1176 GREEN VINYL OVERLAY w/ REVERSE CUT LOGO TO SHOW WHITE
- ILLUMINATION - CROSSFIRE L.E.D.'S



SCALE 3/4" = 1'-0"

**10'-0" CROSSFIRE IISNS**



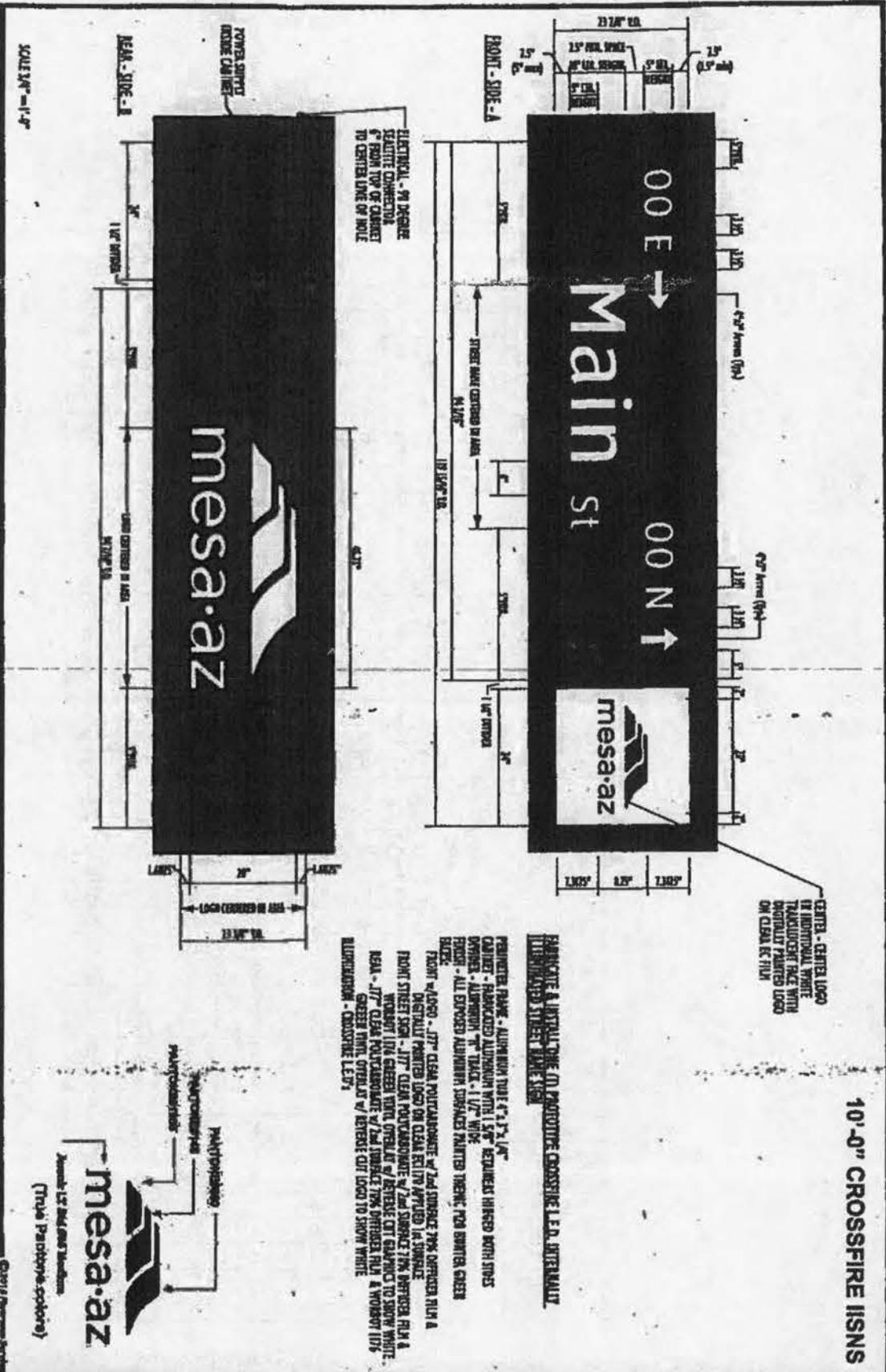












**10' 0" CROSSFIRE ISSNS**

CENTER - CENTER LOGO  
 IS ILLUMINATED WHITE  
 TRANSLUCENT FACE WITH  
 OPPOSITELY PLACED LOGO  
 ON CLEAR IC FILM

**ILLUMINATE A MINIMUM ONE (1) PROTOTYPE CROSSFIRE LED INTERNALLY  
 ILLUMINATED STREET NAME SIGN**

FRONTIER PINK - ALUMINUM THICK 4" x 1 1/2" x 1/8"  
 CABINET - POLYMER ALUMINUM WHITE 1/2" REQUIREMENT NIBBED BOTH SIDES  
 FINISH - ALUMINUM W/ BLACK 1/2" VIBS  
 FRONT - ALL EXPOSED ALUMINUM SURFACES FINISHED TRIMMING FOR BRIGHTER GREEN  
 BACKS  
 FRONT w/ LOGO - 1/16" CLEAR POLYCARBONATE w/ 2nd SURFACE 70% DIFFUSE FILM A  
 OPTICALLY PRINTED LOGO ON CLEAR EX/170 APPLIED IN SINGLE  
 FRONT STREET SIGN - 1/16" CLEAR POLYCARBONATE w/ 2nd SURFACE 70% DIFFUSE FILM A  
 WORKSHEET 10% GREEN TINT, GREEN AT W/ REVERSE CUT GLASSING TO SHOW WHITE  
 REAR - 1/16" CLEAR POLYCARBONATE w/ 2nd SURFACE 70% DIFFUSE FILM A WORKSHEET 10%  
 GREEN TINT, GREEN AT W/ REVERSE CUT LOGO TO SHOW WHITE  
 ILLUMINATION - CONDENSED LED'S



DATE	4/23/15	PROJECT #	326175
BY	4/18/15	CITY OF MESA	MACON
DATE	4/23/15	DESIGNED BY	GARY GUYER / LL
DATE	4/23/15	PROJECT	CROSSFIRE PROTOTYPE.COM

SCALE 1/4" = 1'-0"

**Contract #:** 2014109  
**Contract Title:** Illuminated Street Name Signs  
**Prepared by:** Brandy Andersen

	Original Cost	New Cost	Change	% Change
1	\$ 852.00	\$ 768.00	\$ (84.00)	-9.86%
2	\$ 676.00	\$ 605.00	\$ (71.00)	-10.50%
3	\$ 1,027.00	\$ 932.00	\$ (95.00)	-9.25%
4	\$ 852.00	\$ 768.00	\$ (84.00)	-9.86%
5	\$ 1,203.00	\$ 1,096.00	\$ (107.00)	-8.89%
6	\$ 1,027.00	\$ 932.00	\$ (95.00)	-9.25%
7	\$ 1,378.00	\$ 1,259.00	\$ (119.00)	-8.64%
8	\$ 1,203.00	\$ 1,086.00	\$ (117.00)	-9.73%
9	\$ 695.00	\$ 618.00	\$ (77.00)	-11.08%
10	\$ 573.00	\$ 505.00	\$ (68.00)	-11.87%
11	\$ 816.00	\$ 731.00	\$ (85.00)	-10.42%
12	\$ 695.00	\$ 618.00	\$ (77.00)	-11.08%
13	\$ 938.00	\$ 844.00	\$ (94.00)	-10.02%
14	\$ 816.00	\$ 731.00	\$ (85.00)	-10.42%
15	\$ 1,059.00	\$ 948.00	\$ (111.00)	-10.48%
16	\$ 938.00	\$ 844.00	\$ (94.00)	-10.02%
17	\$ 4,954.00	\$ 4,784.00	\$ (170.00)	-3.43%
18	\$ 5,560.00	\$ 5,213.00	\$ (347.00)	-6.24%
19	\$ 6,183.00	\$ 5,781.00	\$ (402.00)	-6.50%
20	\$ 7,099.00	\$ 6,815.00	\$ (284.00)	-4.00%
21	\$ 5,109.00	\$ 4,905.00	\$ (204.00)	-3.99%
22			\$ -	
23			\$ -	
24			\$ -	
25			\$ -	
26			\$ -	
27			\$ -	
28			\$ -	
29			\$ -	
30			\$ -	
31			\$ -	
32			\$ -	
33			\$ -	
34			\$ -	
35			\$ -	
36			\$ -	
37			\$ -	
38			\$ -	
39			\$ -	
40			\$ -	
Overall Average:				-3.99%

## VENDOR QUESTIONNAIRE

<b>GENERAL</b>	
Years in Business providing similar services:	
Contractor's License No(s): (Submit a copy with the proposal)	Type:
Number of employees at location serving this contract:	
Provide Names, contact and telephone numbers of three (3) organizations that have received similar services from your company. At least one reference should be comparable in size to Mesa's proposed contract.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
\$ Value of Work, Supplies/Services and Dates Provided:	
Vehicle/ Equipment Inventory which is available for this contract:	

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:	
Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
<b>FINANCIAL</b>	
Company Management: Provide names and years with the Company:	
President:	
Controller:	
Contractor/Representative (Who would handle this account: submit resume with proposal):	
Yearly sales volume at location serving this contract:	
Banking References:	
Bank:	
Location:	
Officer	

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

## VENDOR QUESTIONNAIRE

Bank:	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	Fax:
	E-Mail Address:
Supplier of:	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile:	
General/Contractor Liability:	
Bonding:	

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING AND COMPENSATION**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Illuminated Street Name Sign Supply & Maintenance Services** to the City of Mesa at the price(s) stated below.

**ILLUMINATED STREET NAME SIGN MAINTENANCE (BID GROUP A)**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>TOTAL PRICE</b>
1	Service 6 foot fluorescent sign. (includes cleaning cabinet, relamping and replacing Photo Cell)	\$	1 EACH	\$
2	Service 8 foot fluorescent sign. (includes cleaning cabinet, relamping and replacing Photo Cell)	\$	40 EACH	\$
3	Service 10 foot fluorescent sign. (includes cleaning cabinet, relamping and replacing Photo Cell)	\$	30 EACH	\$
4	Service 6 foot LED sign. (includes cleaning cabinet, LED replacement and replacing Photo Cell)	\$	1 EACH	\$
5	Service 8 foot LED sign. (includes cleaning cabinet, LED replacement and replacing Photo Cell)	\$	4 EACH	\$
6	Service 10 foot LED sign. (includes cleaning cabinet, LED replacement and replacing Photo Cell)	\$	4 EACH	\$
7	Service 12 foot LED sign. (includes cleaning cabinet, LED replacement and replacing Photo Cell)	\$	1 EACH	\$
8	Contingency Item: Skilled Technician	\$	20 HOURS	\$
9	Contingency Item: Unskilled Technician	\$	20 HOURS.	\$
10	Contingency Item: Bucket Truck	\$	20 HOURS	\$
11	Crane	\$	10 HOURS	\$
<b>TOTAL COST FOR ILLUMINATED STREET NAME SIGNE MAINTENANCE (GROUP A) BID ITEMS 1 THROUGH 11</b>				\$

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING AND COMPENSATION**

**SIGN FACE FABRICATION & REPLACEMENT ( BID GROUP B)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
12	Sign Face fabrication and replacement 6 foot sign. <b>FRONT.</b> Per Appendix A details.	\$	1 EACH	\$
13	Sign Face fabrication and replacement 6 foot sign. <b>BACK.</b> Per Appendix A details.	\$	1 EACH	\$
14	Sign Face fabrication and replacement 8 foot sign. <b>FRONT.</b> Per Appendix A details.	\$	10 EACH	\$
15	Sign Face fabrication and replacement 8 foot sign. <b>BACK.</b> Per Appendix A details..	\$	10 EACH	\$
16	Sign Face fabrication and replacement 10 foot sign. <b>FRONT.</b> Per Appendix A details.	\$	10 EACH	\$
17	Sign Face fabrication and replacement 10 foot sign. <b>BACK.</b> Per Appendix A details.	\$	10 EACH	\$
18	Sign Face fabrication and replacement 12 foot sign. <b>FRONT.</b> Per Appendix A details.	\$	1 EACH	\$
19	Sign Face fabrication and replacement 12 foot sign. <b>BACK.</b> Per Appendix A details.	\$	1 EACH	\$
20	Sign Face fabrication and replacement 6 foot sign. <b>FRONT.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$	1 EACH	\$
21	Sign Face fabrication and replacement 6 foot sign. <b>BACK.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$	1 EACH	\$
22	Sign Face fabrication and replacement 8 foot sign. <b>FRONT.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$	15 EACH	\$
23	Sign Face fabrication and replacement 8 foot sign. <b>BACK.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$	15 EACH	\$
24	Sign Face fabrication and replacement 10 foot sign. <b>FRONT.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$	15 EACH	\$
25	Sign Face fabrication and replacement 10 foot sign. <b>BACK.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$	15 EACH	\$
26	Sign Face fabrication and replacement 12 foot sign. <b>FRONT.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$	1 EACH	\$
27	Sign Face fabrication and replacement 12 foot sign. <b>BACK.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$	1 EACH	\$
28	Contingency Item: Skilled Technician	\$	20 HOURS	\$
29	Contingency Item: Unskilled Technician	\$	20 HOURS	\$
30	Contingency Item: Bucket Truck	\$	20 HOURS	\$
<b>TOTAL COST FOR ILLUMINATED STREET NAME SIGN FACE REPLACEMENT (GROUP B) BID ITEMS 12 THROUGH 30</b>				\$

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING AND COMPENSATION**

**LED ILLUMINATED SIGN FABRICATION & INSTALLATION (BID GROUP C)**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>TOTAL PRICE</b>
31	LED Retrofit of 6 foot sign in the field.	\$	12 EA	\$
32	LED Retrofit of 8 foot sign in the field.	\$	12 EA	\$
33	LED Retrofit of 10 foot sign in the field.	\$	8 EA	\$
34	LED Retrofit of 6 foot sign at the vendor's facility. (vendor to pick up sign from the city and install sign at specified location)	\$	1 EA	\$
35	LED Retrofit of 8 foot sign at the vendor's facility. (vendor to pick up sign from the city and install sign at specified location)	\$	12 EA	\$
36	LED Retrofit of 10 foot at the vendor's facility. (vendor to pick up sign from the city and install sign at specified location)	\$	8 EA	\$
37	Contingency Item: Skilled Technician	\$	20 HOURS	\$
38	Contingency Item: Unskilled Technician	\$	20 HOURS	\$
39	Contingency Item: Bucket Truck	\$	20 HOURS	\$
<b>TOTAL COST FOR RETROFITTING ILLUMINATED STREET NAME SIGNS WITH LED (GROUP C) BID ITEMS 31 THROUGH 39</b>				<b>\$</b>

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING AND COMPENSATION**

**LED ILLUMINATED SIGN FABRICATION & INSTALLATION (BID GROUP D)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
40	Fabricate & Install 6 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$	2 EACH	\$
41	Fabricate & Install 8 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$	4 EACH	\$
42	Fabricate & Install 10 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$	2 EACH	\$
43	Fabricate & Install 12 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$	2 EACH	\$
44	Fabricate & Install 6 foot LED sign complete. Double sided face.	\$	2 EACH	\$
45	Fabricate & Install 8 foot LED sign complete. Double sided face.	\$	4 EACH	\$
46	Fabricate & Install 10 foot LED sign complete. Double sided face.	\$	2 EACH	\$
47	Fabricate & Install 12 foot LED sign complete. Double sided face.	\$	2 EACH	\$
48	Fabricate & Install 6 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$	2 EACH	\$
49	Fabricate & Install 8 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$	4 EACH	\$
50	Fabricate & Install 10 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$	2 EACH	\$
51	Fabricate & Install 12 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$	2 EACH	\$
52	Fabricate & Install 6 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$	2 EACH	\$
53	Fabricate & Install 8 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$	4 EACH	\$
54	Fabricate & Install 10 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$	2 EACH	\$
55	Fabricate & Install 12 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$	2 EACH	\$
56	Contingency Item: Skilled Technician	\$	20 HOURS	\$

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING AND COMPENSATION**

57	Contingency Item: Unskilled Technician	\$	20 HOURS	\$
58	Contingency Item: Bucket Truck	\$	20 HOURS	\$
59	Contingency Item: Crane	\$	10 HOURS	\$
<b>TOTAL COST FOR RETROFITTING ILLUMINATED STREET NAME SIGNS WITH LED (GROUP D) BID ITEMS 40 THROUGH 59</b>				\$

**ILLUMINATED SIGN REMOVAL (GROUP E)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
60	Remove only, all sizes of signs and brackets. Includes conduit removal, plugging hole with brass plug and removing conductors from sign to the pull box. (Deliver to City storage facility)	\$	70 EACH	\$
61	Contingency Item: Install sign, includes all traffic control and wiring per attached details.	\$	5 EACH	\$
62	Contingency Item: Skilled Technician	\$	20 HOURS	\$
63	Contingency Item: Unskilled Technician	\$	20 HOURS	\$
64	Contingency Item: Bucket Truck	\$	20 HOURS	\$
<b>TOTAL COST FOR ILLUMINATED SIGN REMOVAL (GROUP E) BID ITEMS 60 THROUGH 64</b>				\$

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the proposal prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted.

Delivery, as stated in Detailed Specifications, can be met.  Yes  No

If no, specify number of days for delivery \_\_\_\_\_

Payment terms (not less than net 30 days): \_\_\_\_\_

Prompt Payment Discount of \_\_\_\_\_% if invoices are paid within \_\_\_\_\_ days of receipt.

Does Respondent 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.)

Will you allow payment of invoices using a Procurement Card?  Yes  No

Discount for Procurement Card Purchases? \_\_\_\_\_%

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**PRICING AND COMPENSATION**

---

---

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

**ADDENDA**

Proposers are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://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 \_\_\_\_\_

Addenda #2 \_\_\_\_\_

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

---

---

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

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions may render a Proposal 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 proposal

\_\_\_\_\_ Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see 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 proposal as confidential will not be considered.

**Additional Materials submitted (mark one):**

\_\_\_\_\_ No additional materials have been included with this proposal

\_\_\_\_\_ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name \_\_\_\_\_

Date: \_\_\_\_\_

**VENDOR INFORMATION**

---

---

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_ DUNS # \_\_\_\_\_

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 proposal:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

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

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one):

\_\_\_\_\_ Proposer 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)

\_\_\_\_\_ Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer 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: \_\_\_\_\_

\_\_\_\_\_ Proposer is located in Arizona (The Proposer 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

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff Member:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Date

**OFFER AND ACCEPTANCE**

---

---

**By signing and submitting this Proposal, 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) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**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 2014109.

Term (if different than stated in the Milestones) \_\_\_\_\_ through \_\_\_\_\_

Awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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



---

**REQUEST FOR PROPOSALS # 2014109  
ILLUMINATED STREET NAME SIGN SUPPLY & MAINTENANCE  
SERVICES**

---

November 19, 2013

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Mesa (City) until **3:00 PM, Local Time, December 10, 2013** to provide **illuminated Street Name Sign Supply & Maintenance Services**.

**Brief Description: This Request for Proposals is to establish a term contract to provide illuminated Street Name Sign Supply & Maintenance Services on an as needed basis for the City of Mesa Transportation Department/Intelligent Transportation System (ITS) Operations Group.**

Proposals 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

Proposal packets, any attachments and addenda are available for download at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing)

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

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/purchasing)

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

**General or Process Questions:**

**Brandy Andersen**  
Procurement Specialist  
Purchasing  
(480) 644-2655 Fax  
[brandy\\_andersen@mesaaz.gov](mailto:brandy_andersen@mesaaz.gov)

**Technical Questions:**

**Jess Romney**  
Procurement Officer  
Purchasing  
(480) 644-2655 Fax  
[jess\\_romney@mesaaz.gov](mailto:jess_romney@mesaaz.gov)

20 East Main Street Suite 400  
PO Box 1466  
Mesa Arizona 85211-1466  
480 644 2301 Tel

## INSTRUCTIONS

---

1 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.

1 2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their proposal.** 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 proposal.

1 3 **VENDOR CONFERENCE / SITE VISIT:**  Yes  No

1 4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** December 10, 2013

**Time:** 3:00 P.M. (Local Time)

The City will open all proposals properly and timely submitted, and will record the names and other information specified by law and rule. All proposals become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a contract has been executed by the City, proposals are available for inspection by contacting Purchasing.

1 5 **PROPOSAL FIRM TIME:** 120 Days from Opening

Proposal shall remain firm and unaltered after opening for the number of days shown above. The City may accept the proposal, subject to successful contract negotiations, at any time during this time.

1 6 **PROPOSAL SECURITY:**  Yes \$ 0.00  No

If so designated above, a proposal security in the amount specified must be submitted with the proposal. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona, cash, certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable), certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such proposal security shall be forfeited to the City of Mesa should the proposer selected fail to execute a contract when requested.

**PERFORMANCE SECURITY:**  Yes \$ 0.00  No

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona, cash, certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable), certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

## INSTRUCTIONS

17 **SUBMIT PROPOSALS TO:** Use label at the end of this solicitation package

**FOR US POSTAL SERVICE**

City of Mesa  
Attn Purchasing  
PO Box 1466  
Mesa, AZ 85211-1466

**FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES**

City of Mesa  
Attn. Purchasing  
20 E Main St , Suite 400  
Mesa, AZ 85201

Proposals will be received publicly at this address. Proposers may mail or hand-deliver proposals. 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 proposal that is not properly addressed and identified.

18 **LATE PROPOSALS.** The proposer assumes responsibility for having the proposal delivered on time at the place specified. All proposals received after the date and time specified shall not be considered and will be returned unopened to the proposer. The proposer 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 ID 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 proposer agrees to accept the time stamp in the City Purchasing Office as the official time.

19 **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.

110 **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.

## INSTRUCTIONS

---

- 11 **COMMENCEMENT OF WORK.** If proposer begins any billable work prior to the City's final approval and execution of the contract, proposer does so at its own risk
- 12 **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 proposal. Proposers are cautioned to verify their proposals before submission, as amendments to or withdrawal of proposals submitted after time specified for opening of proposals may not be considered. The City will not be responsible for any proposer errors or omissions.
- 13 **FORM AND CONTENT OF PROPOSALS.** Unless otherwise instructed or allowed, proposals shall be submitted on the forms provided. An original and the designated number of copies of each proposal are required. Proposals, 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 proposal 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 proposals be submitted on disk, CD or DVD. The proposal 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 proposal.
- 14 **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.
- 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 proposer. The City reserves the right to reject proposals that the City deems unacceptable.
- 15 **MODIFICATION / WITHDRAWAL OF PROPOSAL.** Written requests to modify or withdraw the proposal 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 proposal and marked as a MODIFICATION or WITHDRAWAL of the proposal. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any proposal security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- 16 **DEBARMENT DISCLOSURE.** If the vendor submitting this proposal 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 proposer shall include a letter with its proposal 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 to 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 proposal from a proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- 17 **RESERVATIONS.** The City reserves the right to reject any or all proposals or any part thereof, to rebid the solicitation, to reject non-responsive or non-responsible proposals, to reject unbalanced proposals, to reject proposals where the terms, prices, and/or awards are conditioned upon

## INSTRUCTIONS

---

another event, to reject individual proposals 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 proposal. The City may seek clarification of the proposal from proposer at any time, and failure to respond is cause for rejection. Submission of a proposal confers on proposer 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 proposer and the City until the City executes a written contract or purchase order.

- 1 18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a proposer 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.
- 1 19 **COPYING OF PROPOSALS.** Proposer hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the proposer. The City's right to copy shall be for internal use in evaluating the proposal.
- 1 20 **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.
  - 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.
- 1 21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from proposers or prospective proposers and affiliates. The City may request product samples from vendors for product evaluation.
- 1 22 **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 1 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.

## INSTRUCTIONS

---

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 and Appeals to

**PROCUREMENT OFFICER:**

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

**CHIEF PROCUREMENT OFFICER:**

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

## INSTRUCTIONS – EVALUATION

---

- 123 **EVALUATION PROCESS.** Proposals 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 proposers for clarification purposes. Clarification is not an opportunity to change the proposal. Proposers shall not initiate discussions with any City employee or official.
- 124 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and price. All proposals must meet the following responsiveness and responsibility criteria:
- a) **Responsiveness.** The City will determine whether the proposal complies with the instructions for submitting proposals, including completeness of proposal, which encompasses the inclusion of all required attachments and submissions. The City will reject any proposals that are submitted late. Failure to meet other requirements may result in rejection.
  - b) **Responsibility.** The City will determine whether the proposer 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 proposals, past performance, references (including those found outside the proposal), compliance with applicable laws—including tax laws, proposer's record of performance and integrity—e.g. has the proposer been delinquent or unfaithful to any contract with the City, whether the proposer is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A proposer 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 proposer'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) **Technical Proposal.** The City will determine how well proposals meet its requirements in terms of the response to the specifications and how well the offer addresses the needs of the project. The City will rank offers using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation.
  - d) **Price.** We will then evaluate the proposals that have met the requirements above.
  - e) 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
  - f) If less than (3) responsive proposals are received, at the City's sole discretion, the proposals may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

**INSTRUCTIONS – EVALUATION**

The elements that will be evaluated are as follows, in order of importance. Also, the maximum length of written proposal shall be no longer than 10 pages, and doesn't include the Pricing & Compensation forms (Tab 4) or the Other Forms required (Tab 5).

Element
Experience Manufacturing, Installing & Maintaining Illuminated Street Name Signs for public roadways (provide references & project examples)
Price
Compliance with Specifications as written
Employee Certifications/Qualifications

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \times \text{Price Points Possible} = \text{Pricing Score}$$

- 125 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored proposals based on a preliminary evaluation against the evaluation criteria. Only those short-listed proposers would be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.
  - 126 **PRESENTATIONS/INTERVIEWS.** The proposer must provide a formal presentation/interview on-site at a City location upon request.
  - 127 **BEST & FINAL OFFERS.** The City may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, the proposer should not expect that the City will ask for best & finals. Therefore, proposer must submit their best offer based on the terms and conditions set forth in this solicitation.
  - 128 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.
  - 129 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Proposer must be prepared for the City to accept the proposal as submitted. If proposer 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 proposal or revoke the award, and may begin negotiations with another proposer. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the proposer and the City until the City executes a written contract or purchase order.
  - 130 **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.
- It is the proposer's responsibility to check the City of Mesa's Purchasing website at [www.mesaaz.gov/purchasing](http://www.mesaaz.gov/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 shall be that of an independent contractor
- S 2 **SUBCONTRACTING.** Contractor may not subcontract work 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 shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall 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 shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement
- S 4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall 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 shall 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 shall be no oral changes to this Agreement. This Agreement shall 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 shall 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 shall 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 compliance prior to the Effective Date. Upon request, Contractor shall 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 shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall 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 and shall 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 or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States

---

---

## STANDARD TERMS AND CONDITIONS

---

---

- (i) 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 shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City
  - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides 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 shall 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 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, the Contractor shall 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 shall be responsible for 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
  - 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
- 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 shall preserve the records related to this Agreement for five (5) 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 shall permit such inspections and audits during normal business

---

---

## STANDARD TERMS AND CONDITIONS

---

---

- 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.
- S 15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall 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, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S 16 **DEFAULT.**
- a A party shall 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 60 Days,
    - (iii) Conducts business in an unethical or illegal manner, or
    - (iv) Fails to carry out any term, promise, or condition of the Agreement
  - b Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party 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 shall not preclude the use of other remedies. In the event of default:
- a The non-defaulting party may terminate the Agreement, and the termination shall 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 shall 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 shall 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.

## STANDARD TERMS AND CONDITIONS

---

- S 19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) 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 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 shall 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 30 Days prior to the stated termination date
- S 22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall 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 shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice
- S 23 **NON-WAIVER OF RIGHTS.** There shall 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, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies
- S 24 **INDEMNIFICATION/LIABILITY.**
- a Indemnification, General. 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 shall 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 shall 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 all Services will be performed in a good, workman-like and professional manner. 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, the Contractor warrants that Materials shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications

---

---

## STANDARD TERMS AND CONDITIONS

---

---

- S 26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall 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 shall not bind it 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 shall 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 shall 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 **CONFLICT OF INTEREST.** 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 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 POINT.** All deliveries shall be FOB destination unless otherwise agreed Freight charged/terms shall be as 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 shall not release Contractor from any obligation hereunder
- S 33 **SAFEGUARDING CITY PROPERTY.** The 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 the Contractor or its employees
- S 34 **WARRANTY OF RIGHTS.** The 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 the Contractor or third parties
- S 35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, 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 shall, 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 shall be 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 shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing, or (b) procure for the City the right to continue to use the item, or (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

---

---

## STANDARD TERMS AND CONDITIONS

---

---

use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services

- S 36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an 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 shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall 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 shall 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 shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task
- 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. Any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency
- If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City shall not be 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 shall 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 sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof
- S 41 **GOVERNING LAW, FORUM.** This Agreement shall be 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 shall be Maricopa County, Arizona

## STANDARD TERMS AND CONDITIONS

---

- S 42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute 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 shall be severed from this Agreement, which shall 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, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination

## TECHNICAL 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 of Mesa is looking for vendors who share that dedication and will help it meet that goal.
- 2 **PROJECT GOAL.** To establish a three (3) year term contract to provide Illuminated Street Name Sign supply & maintenance services on an on call, as needed basis for the City's Transportation Department/ITS Operations Group.
- 3 **SCOPE OF WORK/SPECIFICATIONS.** The intent of this contract is to provide the following services and equipment:
  - Maintenance/Repair of Illuminated Street Name Signs mounted on Traffic Signal Poles
  - Sign Face replacement
  - Retrofit existing Illuminated Street Name Signs with LED light source
  - Fabricate & Install new L E D Illuminated Street Name Signs
  - Removal of existing Illuminated Street Name Signs

This work will be performed for the City of Mesa Transportation Department/Intelligent Transportation System (ITS) Operations Group on an on call, as needed basis. Work will be accomplished throughout the City of Mesa.

Specifications referred to in this document

<http://www.mesaaz.gov/engineering/MesaStandardSpecs.aspx>

Including M-21 06, M-21 07, M-21 08, M-94 04, M-94 05, M-94 06, M-95 07, M-95 08, M-95 09

[http://www.mesaaz.gov/transportation/Traffic\\_Signals\\_Specifications.aspx](http://www.mesaaz.gov/transportation/Traffic_Signals_Specifications.aspx)

Unit bid prices shall cover all items needed to complete the described work including but not limited to, labor, tools, equipment (capable of reaching a twenty foot height), all materials including lamps, and electronics.

All work is to be accomplished in accordance with current City of Mesa Standard Details & Specifications, Maricopa Association of Government (MAG) Standards or as directed by the City of Mesa ITS Operations Supervisor or his representative.

### **The City may award per Group, if deemed to be in the best interest of the City.**

#### **3.1 EMPLOYEE CERTIFICATIONS/QUALIFICATIONS.**

The City of Mesa requires that the contractor provide a list of employees that will be performing the work for the City. The vendor shall demonstrate its employees experience in this type of sign work and fabrication. A list of references showing past clients of the contractor shall also be required to be provided. If a job site is inspected and the listed employees the City approved are not on site, then the job will be shut down.

#### **3.2 WORK TO BE PERFORMED.**

##### **A Maintenance/Repair of Illuminated Street Name Signs:**

A list of sign outages will be given to the contractor. Every effort will be made to group them as much as possible but is not guaranteed. The contractor shall notify the City of their schedule as noted in these specifications. The City will verify power to the fuse. The contractor shall

- Troubleshoot and identify the problem
- Lamps, all lamps shall be replaced in the sign, replace any defective/damaged lamp sockets
- Ballast, an electronic ballast shall be installed
- If the sign is illuminated with LED strips, equivalent LED strips and or drivers shall be provided & installed
- Replace photocell or photo socket if found to be defective

## TECHNICAL SPECIFICATIONS

- Test Ground Fault Interrupter (GFI) Receptacle within sign cabinet
- Clean sign cabinet and wipe down sign faces both inside and out
- Note any damage or wear to the sign face and report it to the City Inspector

**B APPROVED MATERIALS LISTS:**

Only the following materials are approved to be used in the repair of signs with fluorescent tubes. Substitutions must be approved by the ITS Operations Group.

Materials List for signs illuminated with Fluorescent Tubes	Manufacturer	Part Number
F72T12CWHO lamp	Phillips, GE or Sylvania	F72T12/CW/HO
F96T12CWHO lamp	Phillips, GE or Sylvania	F96T12/CW/HO
F120T12CWHO lamp	Voltarc or EGL	F120T12/CW/HO
EESB-424 -13L Electronic Ballast	Lighting Components	LIG-424-13L
EESB-1040-14L Electronic Ballast	Lighting Components	LIG-1040-14L
Lumitrol Photocell	Precision	8662EPTO
Fisher Pierce Socket for Photocell	Fisher Pierce	NS47671
LC385 Male Socket	Lighting Components	LIG-583M
LC285 Female Socket	Lighting Components	LIG-582F

**Sign Faces:**

- **Sign Face Sheeting:**
  - Sheeting shall consist of a reflective material. Currently approved materials (all faces shall include UV treated Anti-Graffiti Film)

Approved Materials List - Description	Manufacturer	Part Number
Crystal Grade Translucent Reflective Sheeting (White)	Nikkalite	92802
ESM Film (Green)	Nikkalite	108
F-Cal UV Treated Anti-Graffiti Film	Nikkalite	EF-40801
DG Cubed Translucent Reflective Sheeting (White)	3M	4090T
EC Film (Warboys Green)	3M	1176
Anti-Graffiti Film	3M	1160

- **Substrate, Sheeting Compatibility and Performance Warranty:**
  - It shall be the responsibility of the vendor to ensure that the sign face substrate material and reflective sheeting are compatible with each other and will warrant against bubbling, cracking, buckling, delamination and substantial fading.

**C Sign Face Replacement:**

A list of sign faces to be replaced and their locations will be given to the contractor. Every effort will be made to group work as much as possible but this is not guaranteed. The contractor shall notify the City of their schedule as noted in these specifications. The contractor shall

- Field measure the sign face

## TECHNICAL SPECIFICATIONS

---

- Fabricate a new sign face per City of Mesa Standard Detail M-21 07 & M-21 08 (<http://www.mesaaz.gov/engineering/MesaStandardandSpecs.aspx>) using the specified materials on the Approved Materials List. It shall be the contractor's responsibility to ensure the sign face is sized to allow for ample expansion and contraction within the sign face door, per the substrate and sheeting manufacturer's recommendations, given the extreme Phoenix, AZ climate changes.
- Ensure that any sign face hangers are reinstalled or **added** if missing.
- Install the new sign faces on site into the existing sign cabinet mounted to the Traffic signal Pole.
- Discard the old sign faces.

### **D Retrofit Existing Illuminated Street Name Signs with LED Light Source:**

A list of Illuminated Signs to be field retrofitted with LED light strips and drivers and their locations will be given the contractor. Every effort will be made to group work as much as possible but this is not guaranteed. The contractor shall notify the City of their schedule as noted in these specifications. The contractor shall

- Strip out all the existing fluorescent tubes, tube ends, wiring, and ballasts and discard.
- Add any aluminum mounting plates necessary to mount LED Light strips and for proper heat sinking.
- Install modular LED Light Strips (vendor to provide submittals on type of LED system proposed). LED lighting equipment must be approved and certified for use in Commercial Signs, be temperature rated for the Phoenix, AZ climate. LED Strips shall be placed at least across the top and bottom of the cabinet. Proper heat sinking of the LED modules is required. LED Drivers and any wiring shall be included to complete the installation. The sign must be evenly lit with no dark or "hot" spots and legible from a minimum of 400' away at night. LED Drivers must be manufactured by Phillips/Advance (100W 24VDC preferred). Any LED light sources, LED drivers, diffusion panels if used, must be readily available.

There will be two (2) bid items, one (1) for retrofitting signs already installed on Traffic Signal Poles in the field and one (1) for picking up the cabinets from the City of Mesa and retrofitting them at the vendor's facilities and installing the signs at various locations in the field.

### **E Fabricate & Install New L.E.D. Illuminated Street Name Signs:**

A list of LED Illuminated Signs to be fabricated complete with new sign faces and LED light source and their locations will be given to the contractor. Every effort will be made to group work as much as possible but is not guaranteed. The signs shall be mounted to City of Mesa type, J, K, L, Q, R, S poles at a height of at least 18'-6" from the bottom of the pole base plate to the bottom of the sign. The sign shall be rigidly attached to the front of the pole per the Mesa Standard Details. The contractor shall notify the City of their installation schedule. The contractor shall

- Fabricate a new sign cabinet, complete with galvanized mounting brackets (to prevent rust and corrosion), LED light source and power supply. The cabinet must be constructed per the details, and come in 6', 8', 10' or 12' in length to accommodate the lettering.
- Modular LED Light Strips (vendor to provide submittals on type of LED system proposed). LED lighting equipment must be approved and certified for use in Commercial Signs, be temperature rated for the Phoenix, AZ climate. LED Strips shall be placed at least across the top and bottom of the cabinet. Proper heat sinking of the LED modules is required. LED Drivers and any wiring shall be included to complete the installation. The sign must be evenly lit with no dark or "hot" spots and legible from a minimum of 400' away at night. LED Drivers must be manufactured by Phillips/Advance (100W 24VDC preferred). Any LED light sources, LED drivers, diffusion panels if used, must be readily available.

## TECHNICAL SPECIFICATIONS

- Submit a sign face design layout per City of Mesa Standard M-21 07 & M-21 08 for approval [http //www mesaaz gov/engineering/MesaStandardandSpecs.aspx](http://www.mesaaz.gov/engineering/MesaStandardandSpecs.aspx)
- Fabricate the sign faces per the approved sign face layout using the approved materials as listed in the "Approved Materials List" table
- Install the sign, related ½" weatherproof flexible conduit, #12awg conductors from the sign to the traffic signal pull box at the base of the pole. The contractor shall test the sign by energizing the conductors at the pull box with a generator. City crews will install the fuse holder, fuse (size as recommended by sign vendor), energize the sign circuit and test the installation.

### **F Shop Drawings & Structural Calculations:**

The contractor shall be required to submit shop drawings & structural calculations of their sign assembly if not already on file with the City of Mesa Transportation Department.

The following shall be included:

- The sign and the supporting structure attached to City of Mesa type J, K, L, Q, R, S, poles. Engineer must certify that the pole can support the proposed signs. Pole specifications may be found here <http://www.mesaaz.gov/engineering/MesaStandardandSpecs.aspx>
- Weight of sign assembly including mounting hardware
- Brand and type of LED lighting
- Phillips/Advance LED Driver(s) model (100W 24VDC preferred)
- Brand and type of sign face substrate material
- Brand and type of sheeting material
- Mounting brackets

All drawings and structural calculations must be wet sealed & signed by an Arizona licensed structural engineer if signed drawings are not already on file with the City. Once approved, the vendor will be added to the City's Approved Vendor list.

### **G Warranty & Manufacturer Identification Plate:**

- 1 All signs faces shall be guaranteed for **ten (10) years**. Those faces found to have failed shall be fabricated and replaced at no charge to the City. Labor to replace defective sign faces shall be provided for the first five (5) years. LED Drivers/Power Supplies shall be warranted for five (5) years minimum **including material & labor**.
- 2 The sign cabinet & supporting structure shall have a ten (10) year warranty.
- 3 The sign frame shall have the manufacturer's company name, serial number and date of manufacturer engraved on the frame or engraved on a metal plate permanently affixed to the bottom right corner of the sign frame. The sign cabinet shall have the manufacturer's company name, serial number, date of manufacture, and electrical requirements, engraved on a metal plate permanently affixed to the bottom right corner/side of the sign. No decals will be allowed.
- 4 All other work shall carry a one (1) year minimum parts and labor warranty.

### **H Illuminated Sign Removal:**

Work to consist of:

- Setting up the proper lane closures
- Removing the existing illuminated sign, brackets & wiring to the pull box
- Plug the ½" NPT threaded conduit opening with a brass ½" pipe plug, Grainger #2CFK6
- Deliver the sign to one (1) of two (2) City of Mesa storage yards:  
**West Mesa Yard** (or) **East Mesa Service Center**  
**North Center & West Lehi Rd.** **Decatur & Power**  
**2412 N. Center Street** **6935 E. Decatur**  
**Mesa, AZ** **Mesa, AZ**

**3.3 WORK SCHEDULE AND INSPECTION.**

The Contractor is advised that night work will be allowed on this project and that this would be the preferred option but is not mandatory. The Contractor shall be required to inform the City of Mesa of his intended option of either day or night work a minimum of one week (7 days) prior to work beginning.

After receiving notice to proceed on a project or specific work item, within 48 hours and prior to starting any work, the Contractor shall submit a proposed schedule of work to the City of Mesa Inspector. Work shall start in the area no later than seven (7) days after the work schedule is approved by the City of Mesa. In any case once the notice to proceed has been issued, the contractor shall commence work within fourteen (14) days and work continuously until complete unless otherwise specified or agreed to by the Inspector.

The City will have an inspector assigned to this project that will inspect and make final approval of work done on a weekly basis. No work under this Contract will be performed on any day recognized as a legal holiday by the City of Mesa. No work shall be performed on Saturday or Sunday unless approved by the City of Mesa Inspector.

**3.4 WORK AREA & JOB SITE SAFETY.**

The Contractor shall clean up the work area and maintain a safe work site during and after the maintenance activities, until accepted, and shall do all work and pay all cost incidental thereto. The Contractor shall adequately barricade and secure the work-zone and any other work area hazard.

The Contractor shall, upon completion of the work, remove all temporary barricading, debris, and unused materials provided for in the work, and leave the work site and public right-of-way in a neat and clean condition. No special payment will be made for this item and is to be included in the unit bid price(s). Contractor shall restore any damaged City property or private property (including but not limited to landscaping and irrigation systems) to its original condition as determined by the City of Mesa inspector.

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work, the Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish, and cleaning all stains, spots, marks, dirt, smears, etc. When work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use. The Contractor shall provide for the legal disposal of all waste products debris, etc., and shall make necessary arrangements for such disposal and all associated costs shall be included in the unit prices.

**3.5 SAFETY.**

The Contractor shall follow all applicable occupational safety and health administration (O S H A), industry and local government safety procedures, rules and regulations. The contractor shall instruct all workers on proper safety job standards and in traffic safety.

**3.6 TRAFFIC CONTROL, BARRICADES, AND PERMITS.**

**All costs for traffic control and barricades for all activities/repairs shall be included in the bid price for those items.**

All persons, contractors, utilities, and other agencies including City departments must obtain a Temporary Traffic Control (TTC) permit if they are restricting access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facility except as noted in the City of Mesa Temporary Traffic Control Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit, but does not guarantee the requester exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require rescheduling of

## TECHNICAL SPECIFICATIONS

---

activities The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved The Contractor shall notify the City of Mesa Inspector in writing or by email of the date they submitted their request for a TTC Permit **The Contractor shall provide a copy of the permit application to the City of Mesa Inspector.**

Applications may be submitted in person, via fax, or email (email submittal button at the end of application form)

In Person Mesa Transportation, 300 E 6<sup>th</sup> Street, Monday-Thursday 7 00 AM to 6 00 PM

By Fax 480-644-3130 Attention Traffic Barricade Coordinator

By Email Email completed application form to [barricade@mesaz.gov](mailto:barricade@mesaz.gov)

In the case of unplanned restrictions due to emergencies, notify Transportation as soon as practical at 480-644-4TTC (4882)

Please refer to the City of Mesa web site for complete details [http //www mesaz gov/transportation/Barricading.aspx](http://www.mesaz.gov/transportation/Barricading.aspx)

It shall be the responsibility of the Contractor to comply at all times with the current City of Mesa Traffic Barricade Manual Sidewalks and other pedestrian walkways shall not be restricted unless otherwise approved by the TTC Permit and the City Inspector and then only when approved adequate accommodations for pedestrians have been provided

In some situations, off-duty police officers or flaggers may be needed or required to assist with temporary traffic control In accordance with the current City of Mesa Barricade Manual, only Mesa Police officers may be used for temporary traffic control within the City of Mesa unless no Mesa officers are available for a given date and time, in which case off-duty State Department of Public Safety officers, or Maricopa County Sherriff's deputies may be used until the next date Mesa officers are available The Contractor is responsible for making all arrangements with the City for these services if required No reimbursements will be made for this service and costs shall be included in the unit bid prices

Peak traffic hours are defined as being from 6 30 a m to 8 30 a m and from 4 00 p m to 6 00 p m weekdays During the peak hours (unless otherwise approved by the TTC Permit) there shall be no work on arterial or collector streets and all existing traffic lanes shall remain open

During non-peak hours, the following number of through lanes must be kept open to traffic

- If more than four lanes exist - Four lanes (two lanes each way) shall remain open to traffic
- If four or fewer lanes exist – Two lanes (one lane each way) shall remain open to traffic
- ,On one-way streets – One lane shall remain open to traffic

Unless otherwise approved by the TTC Permit and the City Inspector, the Contractor shall arrange his schedule so that the work complies with the time restrictions outlined above Any barricades or signs restricting flow in the open traffic lanes of arterial and collector streets shall be removed by the Contractor by 4 00 p m

**Left turns may be prohibited only as directed/approved by the TTC Permit and the City of Mesa Inspector with proper request and notification by the Contractor.**

**The following requirement applies to all streets (local (residential), collector, arterial, and intersections.)**

## TECHNICAL SPECIFICATIONS

---

The Contractor shall submit a certification statement, signed by the Contractor and the barricade subcontractor, that the temporary traffic control and barricading will be erected and maintained in compliance with the current City of Mesa Traffic Barricade Manual

The Contractor shall employ a "designated" person who will be responsible for ensuring that all barricades, signs, barricade lights, signals, and other traffic control devices are established and maintained in strict compliance with the current City of Mesa Traffic Barricade Manual and the contract requirements. The designated person shall

- 1 Inspect all barricading and traffic control devices on a regular, recurring basis and, upon request, submit a daily (including weekends and holidays) report, in writing, to the inspector of such inspections the next workday,
- 2 Ensure that existing City-owned traffic signals do not conflict with barricades and signs or give misleading signals to pedestrians and motorists. They shall immediately bring conflicting conditions to the attention of the inspector. The inspector will coordinate with the City's ITS Group for any required changes to traffic signal sequencing, timing, or outages,
- 3 Ensure that flagmen, when employed, are trained and certified in accordance with the American Traffic Safety Services Association (ATSSA) or International Municipal Signal Association (IMSA), and,
- 4 Immediately respond to all call-outs by the inspector, the Stand-by inspector, or Base Operations, cooperate with Police or Fire Department Investigators, and, on their own responsibility, re-establish barricades and traffic control devices, as necessary

The Contractor shall certify, by letter, that the designated person has read and will comply with the requirements of the current City of Mesa Traffic Barricade Manual. The Safety Certification letter shall be provided to the City at the preconstruction conference. The Safety Certification shall include the name of the "designated" person, the name of the "competent" person (if different from the designated person), telephone numbers where they can be reached 24-hours per day, and any restrictions or limitations on their duties and authorities.

Costs incurred by the requirements of this section shall be included in the bid items listed in the Bid Schedule. No additional payment shall be made for barricades, other traffic control devices, salaries, or other work or materials required by this section except as required in the bid schedule.

### **3.7 WORK CREW SUPERVISION.**

The Contractor shall provide qualified supervision of each crew at all times while working under this Contract. Each supervisor must be able to converse in the English language, and shall be authorized by the Contractor to accept and act upon all directives issued by the City of Mesa. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards, or are contrary to the intent of these specifications.

### **3.8 CONTACT.**

The contractor shall provide an emergency contact phone number that will be staffed at all times when the contractor is performing work under this agreement.

### **3.9 MEASUREMENTS/QUANTITIES.**

All work by Contractor will be inspected and approved by City of Mesa Inspector prior to processing of any pay request. Any questions relating to measurements or quantities will be resolved with the Contractor prior to invoice submittal. The City of Mesa will endeavor to make payment for approved work within thirty (30) business days of being submitted.

## TECHNICAL SPECIFICATIONS

---

### 4 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 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

## MILESTONES

---

- 1 **BEGINNING AND END DATE OF INITIAL TERM.** 2/1/14 through 1/31/17
  - a If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution
- 2 **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract
- 3 **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

Two (2) One (1) Year renewals possible at the City's option
- 4 **PRICES.** All pricing shall be firm for the initial term of three (3) years 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 proposal
  - a 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 proposal and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.
  - b During the 60- day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U S Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) The City shall review the request for adjustment and respond in writing, such response and approval shall not be unreasonably withheld.
  - c At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

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 **PROPOSAL SUBMISSION** - Submit a signed original along with **five (5)** copies of the offer in a sealed container

Electronic Format Requested Yes (CD or Thumb Drive)

In order for your proposal to be considered, the following should be included and referenced with *index tabs* ***DO NOT use spiral binding or comb binding for your offers – 3-ring binders are preferred for large proposals.***

- 2 **PROPOSAL FORMAT**

**Table of Contents:** Identify contents by tab and page number

**\*\*Maximum ten (10) page limit for Tabs 1 – 3.**

**TAB 1 - Letter of Transmittal.** A brief letter of transmittal should be submitted that includes the following information

- 1 The proposer's understanding of the work to be performed
- 2 A positive commitment to perform the service within the time period specified
- 3 The names of key persons, representatives, project managers who will be the main contacts for the City regarding this project

**TAB 2 - Qualifications. (Abilities, Experience and Expertise)** The following information should be included

- 1 A statement of your qualifications, abilities, experience and expertise in providing the requested services
  - a A description of what qualifies your company, financial and otherwise, to provide the City with these services for the required period of time, provide appropriate staffing, provide necessary resources and show a history of demonstrated competence
  - b An assessment of the proposer's abilities to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and/or expertise offered that exceed the requirements, or the vendor's inability to meet some of the requirements of the specifications
  - c References – A minimum of three references, preferably from other public entities within the State of Arizona, for whom you have provided similar services Include the name of entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, dates these services were provided
- 2 Identification of senior and technical staff to be assigned to the City Staff named in the proposal may not be substituted without permission of the City
  - a Resumes, including relevant experience may be included

**TAB 3 - Program Description AND Method of Approach.** Clearly define the program offered and your method of approach to include, but not limited to the following elements

- 1 Experience Manufacturing & Installing Illuminated Street Name Signs for public roadways (project examples)
- 2 Compliance with Specifications as written
- 3 Employees Certifications/Qualifications

**TAB 4 -Pricing and Compensation Forms.** The cost portion of the proposal should include the following elements

- 1 Completed and Signed Pricing and Compensation Forms
- 2 A listing of any and all additional charges not specifically listed on the Pricing and Compensation Form

**TAB 5 -Other Forms.** The following forms should be completed and signed

- 1 Vendor Questionnaire form, if required
- 2 Exceptions, Confidential and Additional Materials form
- 3 Vendor Information form
- 4 Offer and Acceptance form
- 5 Sample of Billing
- 6 Sample Contract (if your company requires the City to sign a contract separate from the RFP award and issuance of a Purchase Order)

## RESPONSE ELEMENTS

---

- 7 Dun & Bradstreet Report
- 8 W-9 Form All responses should include a fully completed, most current W-9 form Failure to include the W-9 will not disqualify your bid ([http //www irs gov/pub/irs-pdf/fw9 pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf))
- 9 Proposal security enclosed, if required



## VENDOR QUESTIONNAIRE

List any additions to equipment or personnel you anticipate if awarded this contract:	
We will need no additional resources to execute this program and are available to start immediately.	
Subcontractors: List subcontractor that will participate in carrying out the obligations of any resulting contract.	
Subcontractor Contact Name: Jayco Signs LLC	Phone: 602-569-2269
Contractor License Type: L-38 248 490	Type/Number: Commercial Sign
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract: Fluoresco is a sign manufacturing, installation and service company. Since the scope of work for this program requires all three of these disciplines, we are uniquely qualified to handle all of your IISNS needs.	
<b>FINANCIAL</b>	
Company Management: Provide names and years with the Company:	
President: Ladd Kleiman, 34 years	
Controller: Brett Waldo, 2 years	
CFO Controller: Bill Wallin, 1 year	
Contractor/Representative (Who would handle this account: submit resume with proposal): Gary Gryder, 24 years - see Gary's profile in Section 2 of proposal	
Yearly sales volume at location serving this contract: \$11 million	
Banking References:	
Bank: JP Morgan Chase	
Location: 2 E. Congress St., 2nd Floor, Tucson, AZ 85701	
Officer: Renee Lujan renee.t.lujan@chase.com	

if needed

Vendor Name Fluoresco Lighting & Signs

Date: 12/10/13

**VENDOR QUESTIONNAIRE**

Bank: Not Applicable	
Location:	
Officer:	
Credit References: Provide names and telephone numbers of at least three (3) organizations that your company deals with on a day-to-day basis (i.e. suppliers)	
Firm/Government Agency Name: Beach, Fleischman & Co.	
Contact Person: Marc Fleischman	Phone: 520-321-4600
Address: P.O. Box 64130 Tucson, AZ 85728	Fax: 520-321-4040
	E-Mail Address: Mbarcelo@beachfleischman.com
Supplier of: CPA and Financial Consultants	
Firm/Government Agency Name: Caid Industries	
Contact Person: John Casadei	Phone: 520-294-3126
Address: P.O. Box 26945 Tucson, AZ 85726	Fax: 520-294-8180
	E-Mail Address: johnc@caid.com
Supplier of: Steel supplier	
Firm/Government Agency Name: Howard Industries	
Contact Person: Derral Ward	Phone: 601-422-0033
Address: P.O. Box 1590 Laurel, MS 39441	Fax: 601-422-1631
	E-Mail Address: dward@howard.com
Supplier of: Lighting supplies and ballast	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile: Crest Insurance Group, LLC	
General/Contractor Liability: Crest Insurance Group, LLC	
Bonding: Not Applicable	

Vendor Name Fluoresco Lighting & Signs

Date: 12/10/13

**PRICING AND COMPENSATION**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **ILLUMINATED Street Name Sign Supply & Maintenance Services** to the City of Mesa at the price(s) stated below.

**ILLUMINATED STREET NAME SIGN MAINTENANCE (BID GROUP A)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
1	Service 6 foot fluorescent sign. (includes cleaning cabinet, relamping and replacing Photo Cell)	\$ 129.00	1 EACH	\$ 129.00
2	Service 8 foot fluorescent sign. (includes cleaning cabinet, relamping and replacing Photo Cell)	\$ 149.00	40 EACH	\$ 5,960.00
3	Service 10 foot fluorescent sign. (includes cleaning cabinet, relamping and replacing Photo Cell)	\$ 169.00	30 EACH	\$ 5,070.00
4	Service 6 foot LED sign. (includes cleaning cabinet, LED replacement and replacing Photo Cell)	\$ 992.00	1 EACH	\$ 992.00
5	Service 8 foot LED sign. (includes cleaning cabinet, LED replacement and replacing Photo Cell)	\$ 1,149.00	4 EACH	\$ 4,596.00
6	Service 10 foot LED sign. (includes cleaning cabinet, LED replacement and replacing Photo Cell)	\$ 1,397.00	4 EACH	\$ 5,588.00
7	Service 12 foot LED sign. (includes cleaning cabinet, LED replacement and replacing Photo Cell)	\$ 1,597.00	1 EACH	\$ 1,597.00
8	Contingency Item: Skilled Technician	\$ 50.00	20 HOURS	\$ 1,000.00
9	Contingency Item: Unskilled Technician	\$ 37.00	20 HOURS.	\$ 740.00
10	Contingency Item: Bucket Truck	\$ 35.00	20 HOURS	\$ 700.00
11	Crane 2 men included	\$ 188.00	10 HOURS	\$ 1,880.00
<b>TOTAL COST FOR ILLUMINATED STREET NAME SIGNE MAINTENANCE (GROUP A) BID ITEMS 1 THROUGH 11</b>				<b>\$ 28,252.00</b>

Vendor Name Fluoresco Lighting & Signs

Date: 12/10/13

**PRICING AND COMPENSATION**

**SIGN FACE FABRICATION & REPLACEMENT ( BID GROUP B)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
12	Sign Face fabrication and replacement 6 foot sign. <b>FRONT.</b> Per Appendix A details.	\$ 852.00	1 EACH	\$ 852.00
13	Sign Face fabrication and replacement 6 foot sign. <b>BACK.</b> Per Appendix A details.	\$ 676.00	1 EACH	\$ 676.00
14	Sign Face fabrication and replacement 8 foot sign. <b>FRONT.</b> Per Appendix A details.	\$ 1,027.00	10 EACH	\$ 10,270.00
15	Sign Face fabrication and replacement 8 foot sign. <b>BACK.</b> Per Appendix A details..	\$ 852.00	10 EACH	\$ 8,520.00
16	Sign Face fabrication and replacement 10 foot sign. <b>FRONT.</b> Per Appendix A details.	\$ 1,203.00	10 EACH	\$ 12,030.00
17	Sign Face fabrication and replacement 10 foot sign. <b>BACK.</b> Per Appendix A details.	\$ 1,027.00	10 EACH	\$ 10,270.00
18	Sign Face fabrication and replacement 12 foot sign. <b>FRONT.</b> Per Appendix A details.	\$ 1,378.00	1 EACH	\$ 1,378.00
19	Sign Face fabrication and replacement 12 foot sign. <b>BACK.</b> Per Appendix A details.	\$ 1,203.00	1 EACH	\$ 1,203.00
20	Sign Face fabrication and replacement 6 foot sign. <b>FRONT.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$ 695.00	1 EACH	\$ 695.00
21	Sign Face fabrication and replacement 6 foot sign. <b>BACK.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$ 573.00	1 EACH	\$ 537.00
22	Sign Face fabrication and replacement 8 foot sign. <b>FRONT.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$ 816.00	15 EACH	\$ 12,240.00
23	Sign Face fabrication and replacement 8 foot sign. <b>BACK.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$ 695.00	15 EACH	\$ 10,425.00
24	Sign Face fabrication and replacement 10 foot sign. <b>FRONT.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$ 938.00	15 EACH	\$ 14,070.00
25	Sign Face fabrication and replacement 10 foot sign. <b>BACK.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$ 816.00	15 EACH	\$ 12,240.00
26	Sign Face fabrication and replacement 12 foot sign. <b>FRONT.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$ 1,059.00	1 EACH	\$ 1,059.00
27	Sign Face fabrication and replacement 12 foot sign. <b>BACK.</b> Per attached details. <b>EXCEPTION NO REFLECTIVE SHEETING</b>	\$ 938.00	1 EACH	\$ 938.00
28	Contingency Item: Skilled Technician	\$ 50.00	20 HOURS	\$ 1,000.00
29	Contingency Item: Unskilled Technician	\$ 37.00	20 HOURS	\$ 740.00
30	Contingency Item: Bucket Truck	\$ 35.00	20 HOURS	\$ 700.00
<b>TOTAL COST FOR ILLUMINATED STREET NAME SIGN FACE REPLACEMENT (GROUP B) BID ITEMS 12 THROUGH 30</b>				<b>\$ 99,843.00</b>

Vendor Name Fluoresco Lighting & Signs

Date: 12/10/13

**PRICING AND COMPENSATION**

**LED ILLUMINATED SIGN FABRICATION & INSTALLATION (BID GROUP C)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
31	LED Retrofit of 6 foot sign in the field.	\$ 1,212.00	12 EA	\$ 14,544.00
32	LED Retrofit of 8 foot sign in the field.	\$ 1,447.00	12 EA	\$ 17,364.00
33	LED Retrofit of 10 foot sign in the field.	\$ 1,681.00	8 EA	\$ 13,448.00
34	LED Retrofit of 6 foot sign at the vendor's facility. (vendor to pick up sign from the city and install sign at specified location)	\$ 1,822.00	1 EA	\$ 1,822.00
35	LED Retrofit of 8 foot sign at the vendor's facility. (vendor to pick up sign from the city and install sign at specified location)	\$ 2,056.00	12 EA	\$ 24,672.00
36	LED Retrofit of 10 foot at the vendor's facility. (vendor to pick up sign from the city and install sign at specified location)	\$ 2,289.00	8 EA	\$ 18,312.00
37	Contingency Item: Skilled Technician	\$ 50.00	20 HOURS	\$ 1,000.00
38	Contingency Item: Unskilled Technician	\$ 37.00	20 HOURS	\$ 740.00
39	Contingency Item: Bucket Truck	\$ 35.00	20 HOURS	\$ 700.00
<b>TOTAL COST FOR RETROFITTING ILLUMINATED STREET NAME SIGNS WITH LED (GROUP C) BID ITEMS 31 THROUGH 39</b>				<b>\$ 92,602.00</b>

Vendor Name Fluoresco Lighting & Signs

Date: 12/10/13

**PRICING AND COMPENSATION**

**LED ILLUMINATED SIGN FABRICATION & INSTALLATION (BID GROUP D)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
40	Fabricate & Install 6 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$ 5,029.00	2 EACH	\$ 10,058.00
41	Fabricate & Install 8 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$ 5,660.00	4 EACH	\$ 22,640.00
42	Fabricate & Install 10 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$ 6,308.00	2 EACH	\$ 12,616.00
43	Fabricate & Install 12 foot LED sign complete. Single face, aluminum blank on the back of the sign.	\$ 7,249.00	2 EACH	\$ 14,498.00
44	Fabricate & Install 6 foot LED sign complete. Double sided face.	\$ 5,234.00	2 EACH	\$ 10,468.00
45	Fabricate & Install 8 foot LED sign complete. Double sided face.	\$ 5,968.00	4 EACH	\$ 23,872.00
46	Fabricate & Install 10 foot LED sign complete. Double sided face.	\$ 6,718.00	2 EACH	\$ 13,436.00
47	Fabricate & Install 12 foot LED sign complete. Double sided face.	\$ 7,762.00	2 EACH	\$ 15,524.00
48	Fabricate & Install 6 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 4,954.00	2 EACH	\$ 9,908.00
49	Fabricate & Install 8 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 5,560.00	4 EACH	\$ 22,240.00
50	Fabricate & Install 10 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 6,183.00	2 EACH	\$ 12,366.00
51	Fabricate & Install 12 foot LED sign complete. Single face, aluminum blank on the back of the sign. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 7,099.00	2 EACH	\$ 14,198.00
52	Fabricate & Install 6 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 5,109.00	2 EACH	\$ 10,218.00
53	Fabricate & Install 8 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 5,793.00	4 EACH	\$ 23,172.00
54	Fabricate & Install 10 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 6,493.00	2 EACH	\$ 12,986.00
55	Fabricate & Install 12 foot LED sign complete. Double sided face. <b>EXCEPTION NO REFLECTIVE SHEETING.</b>	\$ 7,487.00	2 EACH	\$ 14,974.00
56	Contingency Item: Skilled Technician	\$ 50.00	20 HOURS	\$ 1,000.00

Vendor Name Fluoresco Lighting & Signs

Date: 12/10/13

**PRICING AND COMPENSATION**

57	Contingency Item: Unskilled Technician	\$ 37.00	20 HOURS	\$ 740.00
58	Contingency Item: Bucket Truck	\$ 35.00	20 HOURS	\$ 700.00
59	Contingency Item: Crane 2 men included	\$ 188.00	10 HOURS	\$ 1,880.00
<b>TOTAL COST FOR RETROFITTING ILLUMINATED STREET NAME SIGNS WITH LED (GROUP D) BID ITEMS 40 THROUGH 59</b>				<b>\$ 247,494.00</b>

**ILLUMINATED SIGN REMOVAL (GROUP E)**

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
60	Remove only, all sizes of signs and brackets. Includes conduit removal, plugging hole with brass plug and removing conductors from sign to the pull box. (Deliver to City storage facility)	\$ 461.00	70 EACH	\$ 32,270.00
61	Contingency Item: Install sign, includes all traffic control and wiring per attached details.	\$ 461.00	5 EACH	\$ 2,305.00
62	Contingency Item: Skilled Technician	\$ 50.00	20 HOURS	\$ 1,000.00
63	Contingency Item: Unskilled Technician	\$ 37.00	20 HOURS	\$ 740.00
64	Contingency Item: Bucket Truck	\$ 35.00	20 HOURS	\$ 700.00
<b>TOTAL COST FOR ILLUMINATED SIGN REMOVAL (GROUP E) BID ITEMS 60 THROUGH 64</b>				<b>\$ 37,015.00</b>

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the proposal prices. Vendors who will be charging a Mesa Transaction Privilege Tax (TPT) will have 1.75% removed from the taxable item(s) for the purpose of award evaluation (i.25).

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all Shipping and Transportation Costs

No fuel surcharges will be accepted.

Delivery, as stated in Detailed Specifications, can be met.  Yes  No

If no, specify number of days for delivery \_\_\_\_\_

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

Prompt Payment Discount of N/A % if invoices are paid within N/A days of receipt.

Does Respondent 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.)

Will you allow payment of invoices using a Procurement Card?  Yes  No (This is negotiable when we

Discount for Procurement Card Purchases? \_\_\_\_\_% learn more about it.)

Vendor Name Fluoresco Lighting & Signs Date: 12/10/13

**PRICING AND COMPENSATION**

---

---

Respondent complies with S.9 "Compliance With Applicable Law"?      X   Yes           No

**ADDENDA**

Proposers are responsible for verifying receipt of any addenda issued by checking the City's website at [www.mesaaz.gov/purchasing](http://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   GG   *GG*

Addenda #2   N/A  

Vendor Name   Fluoresco Lighting & Signs  

Date:   12/10/13

## EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

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

**Exceptions (mark one):**

**\*\*Special Note – Any material exceptions taken to the City’s Standard Terms and Conditions may render a Proposal 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 proposal  
 Confidential/Proprietary materials included. Proposers should identify below any portion of their proposal deemed confidential or proprietary (see 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 proposal as confidential will not be considered.

**Additional Materials submitted (mark one):**

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

Vendor Name Fluoresco Lighting & Signs

Date: 12/10/13

**VENDOR INFORMATION**

---

---

Company Legal/Corporate Name: Fluoresco Lighting-Sign Maintenance Corp.

Doing Business As (if different than above): Fluoresco Lighting & Signs

Address: 3000 E Chambers St.

City: Phoenix State: AZ Zip: 85040

Phone: 602-276-0600 Fax: 602-470-1313

E-Mail Address: ggryder@fluoresco.com Website: www.fluoresco.com

Taxpayer Identification Number: 86-0193910 DUNS # 045-80-7732

Remit to Address (if different than above):

Address: 3000 E. Chambers St.

City: Phoenix State: AZ Zip: 85040

Order from Address (if different from above):

Address: 3000 E. Chambers St.

City: Phoenix State: AZ Zip: 85040

**Contact for Questions about this proposal:**

Name: Gary Gryder

Phone: 602-276-0600

Fax: 602-470-1313

E-Mail Address: ggryder@fluoresco.com

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

Name: Terri Tomlinson

Phone: 602-323-8642

Fax: 602-470-1313

E-Mail Address: ttomlinson@fluoresco.com

Sales/Use Tax Information (check one):

Proposer 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)

Proposer is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Proposer 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: \_\_\_\_\_

Proposer is located in Arizona (The Proposer should invoice the applicable sales tax and remit to the appropriate taxing authorities)  
State Sales Tax Number: 10-031639F  
City Sales Tax Number: 00020179 City of: Mesa, AZ  
Sales Tax Rate: 8.05%

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

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Verification of Attachment by City Staff Member:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**OFFER AND ACCEPTANCE**

---

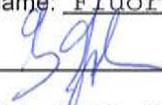
---

**By signing and submitting this Proposal, 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) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) 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: Fluoresco Lighting & Signs

Signature: 

Printed Name: Gary Gryder

Title: Vice President of Business Development

Date: 12/10/13

**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 2014109.

Term (if different than stated in the Milestones) \_\_\_\_\_ through \_\_\_\_\_

Awarded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

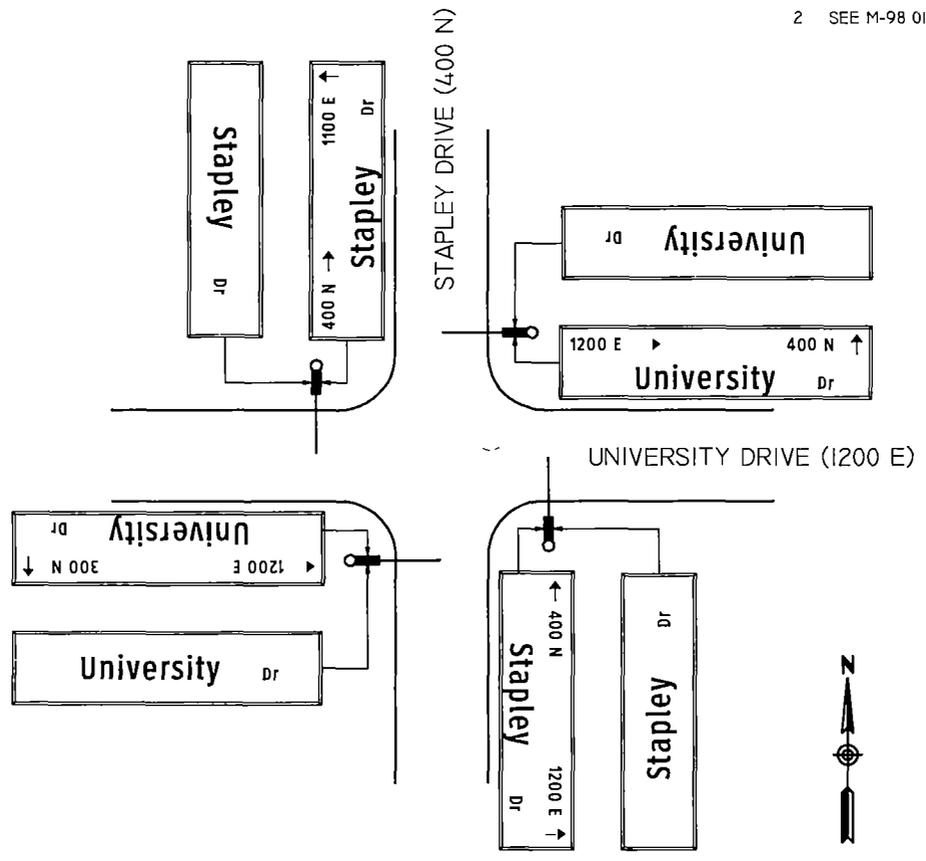


M-21.05 21.06,  
21.07.pdf



NOTES

- 1 SEE M-21 07 AND M-21 08 FOR SIGN LAYOUT INFORMATION
- 2 SEE M-98 01 FOR INSTALLATION DETAILS

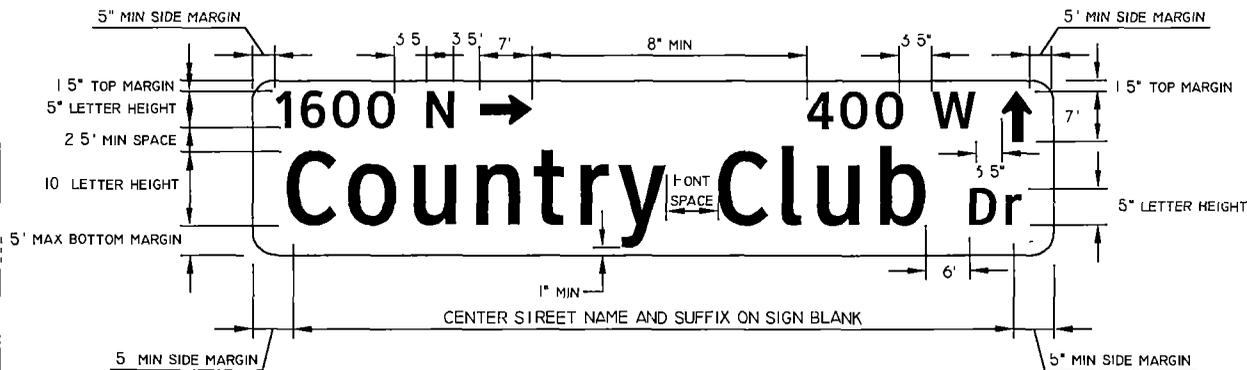
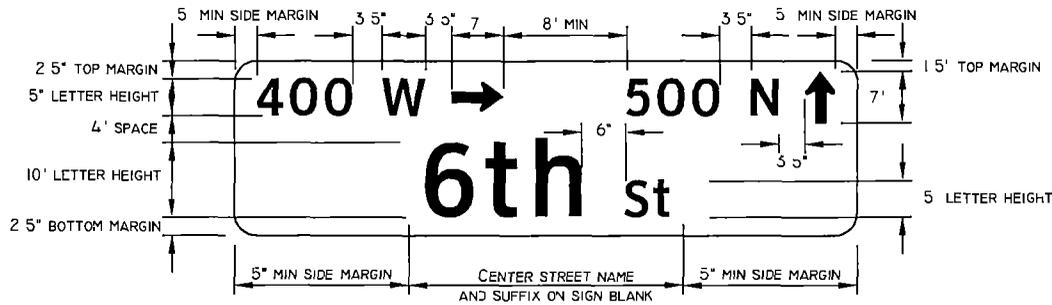


INTERNALLY ILLUMINATED STREET NAME SIGNS

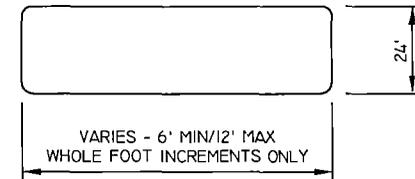
NOT TO SCALE

**NOTES**

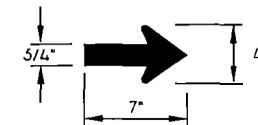
- 1 SEE M-21 05 AND M-21 06 FOR ADDRESSING SCHEMES
- 2 SEE M-98 01 FOR INSTALLATION DETAILS FOR INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS)
- 3 LETTERS, NUMBERS, AND ARROWS SHALL BE WHITE ON A GREEN BACKGROUND, FONT SHALL BE INITIAL UPPER- AND LOWER-CASE CLEARVIEW 'S-W'
- 4 FOR IISNS WITH FRAMES, MARGINS SHALL BE INCREASED TO PROVIDE THE SAME VIEWABLE SIGN AREA AS A CONVENTIONAL METRO SIGN
- 5 FOR STREET NAMES WITH DESCENDING STROKES, A MINIMUM (VIEWABLE) BOTTOM MARGIN OF 1" IS REQUIRED, MEASURED FROM THE DESCENDING LETTER TO THE BOTTOM EDGE OF THE SIGN BLANK
- 6 STREET NAME SPELLINGS AND TYPES CAN BE OBTAINED FROM THE "STREET AREA DIRECTORY" AVAILABLE ON THE CITY OF MESA S WEBSITE (WWW.MESA.AZ.GOV)
- 7 ALL STREET NAME SIGNS ARE SUBJECT TO APPROVAL BY THE CITY OF MESA PRIOR TO INSTALLATION CONTACT THE CITY OF MESA SIGN SHOP AT 480-644-3175 FOR ASSISTANCE AND APPROVAL OF SIGN LAYOUT



STANDARD SIGN LAYOUT



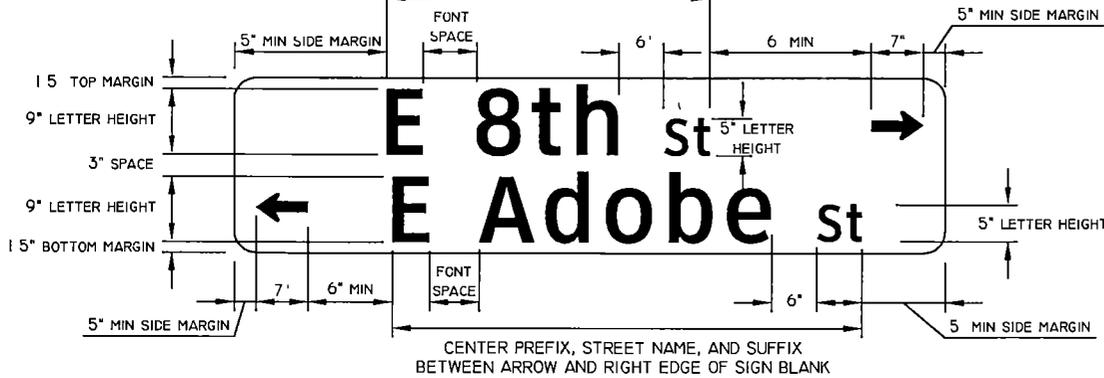
BLANK DIMENSIONS (METRO)  
VIEWABLE DIMENSIONS (IISNS)



WHITE ARROW (TYPICAL)

NOT TO SCALE

CENTER PREFIX, STREET NAME, AND SUFFIX  
BETWEEN ARROW AND LEFT EDGE OF SIGN BLANK

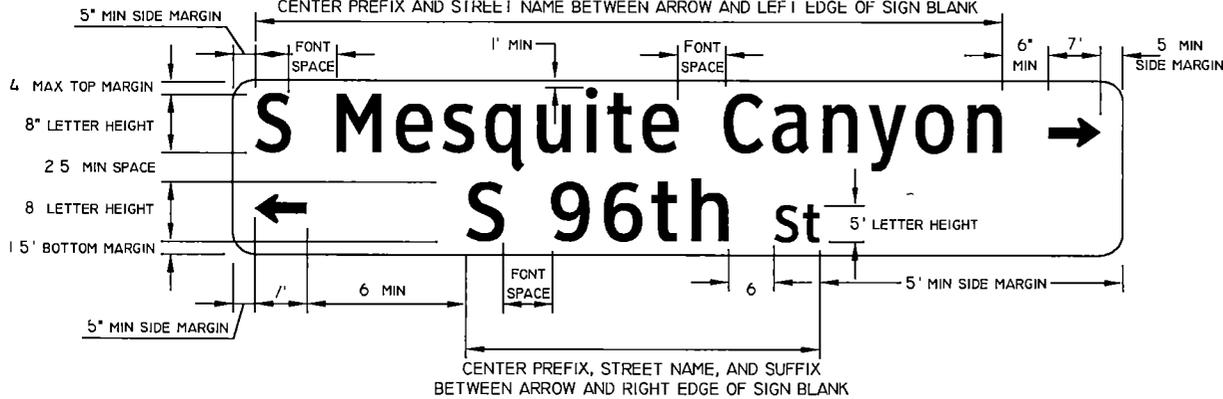


CENTER PREFIX, STREET NAME, AND SUFFIX  
BETWEEN ARROW AND RIGHT EDGE OF SIGN BLANK

**NOTES**

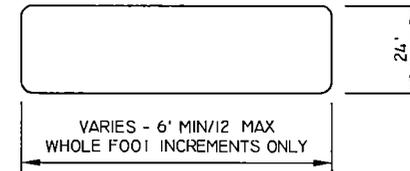
- 1 SEE M-21 05 AND M-21 06 FOR ADDRESSING SCHEMES
- 2 SEE M-98 01 FOR INSTALLATION DETAILS FOR INTERNALLY ILLUMINATED STREET NAME SIGNS (IISNS)
- 3 LETTERS, NUMBERS, AND ARROWS SHALL BE WHITE ON A GREEN BACKGROUND, FONT SHALL BE INITIAL UPPER- AND LOWER-CASE CLEARVIEW "3-W"
- 4 FOR IISNS WITH FRAMES, MARGINS SHALL BE INCREASED TO PROVIDE THE SAME VIEWABLE SIGN AREA AS A CONVENTIONAL METRO SIGN
- 5 FOR STREET NAMES WITH ASCENDING OR DESCENDING STROKES, A MINIMUM (VIEWABLE) TOP OR BOTTOM MARGIN OF 1" IS REQUIRED, MEASURED FROM THE ASCENDING OR DESCENDING LETTER TO THE EDGE OF THE SIGN BLANK
- 6 STREET NAME SPELLINGS AND TYPES CAN BE OBTAINED FROM THE "STREET AREA DIRECTORY" AVAILABLE ON THE CITY OF MESA'S WEBSITE (WWW.MESAAZ.GOV)
- 7 ALL STREET NAME SIGNS ARE SUBJECT TO APPROVAL BY THE CITY OF MESA PRIOR TO INSTALLATION. CONTACT THE CITY OF MESA SIGN SHOP AT 480-644-3175 FOR ASSISTANCE AND APPROVAL OF SIGN LAYOUT

CENTER PREFIX AND STREET NAME BETWEEN ARROW AND LEFT EDGE OF SIGN BLANK

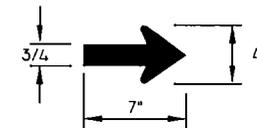


CENTER PREFIX, STREET NAME, AND SUFFIX  
BETWEEN ARROW AND RIGHT EDGE OF SIGN BLANK

DUAL NAME SIGN LAYOUT



BLANK DIMENSIONS (METRO)  
VIEWABLE DIMENSIONS (IISNS)



WHITE ARROW (TYPICAL)

NOT TO SCALE

**MAILING LABEL**

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

----- For US Mail -----

**SEALED PROPOSAL**

<b>Submitted by:</b> Company Name
Address:
City, State, Zip:

RFP # 2014109, Illuminated Street Name Sign Supply & Maintenance Services  
Due Date December 10, 2013 at 3:00 p.m.

City of Mesa  
Attn: **Purchasing**  
PO Box 1466  
Mesa, AZ 85211-1466

----- For US Mail -----

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

**SEALED PROPOSAL**

<b>Submitted by:</b> Company Name:
Address:
City, State, Zip:

RFP # 2014109, Illuminated Street Name Sign Supply & Maintenance Services  
Due Date December 10, 2013 at 3:00 p.m.

City of Mesa  
Attn: **Purchasing**  
20 E. Main St., Suite 400  
Mesa, AZ 85201

----- For Hand Deliveries, FEDEX, UPS or Other Courier Services -----

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
FLUORESCO LIGHTING-SIGN MAINTENANCE CORP.  
D/B/A FLUORESCO LIGHTING & SIGNS

[Work Orders]

See following pages (to be attached subsequent to execution).