

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
LHM CORP MFD
D/B/A
LARRY H. MILLER FORD MESA**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 29, 2019, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and LHM CORP MFD d/b/a Larry H. Miller Ford Mesa, a Utah corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona. (the "City") entered into Contract No. 2018184, dated September 10, 2018, (the "City Contract"), with Berge Ford, Inc., an Arizona corporation, for the purchase of 2018 or newer animal control extended cab transport trucks, three quarter (¾) ton capacity. All of the capitalized terms not otherwise defined in this First Amendment have the same meanings as defined in the Contract. The City Contract is attached as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The City Contract was assigned to Contractor effective March 1, 2019, a copy of which assignment is included in Exhibit A.

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

D. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the City Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide labor, equipment, and materials necessary to install carpet and flooring materials (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 August 28, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the City Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (the "Renewal Term") if: (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the City Contract has not expired or has been extended, (iii) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term and (iv) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the City Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Contractor shall provide to the Town the Services under the terms and conditions of the City Contract and according to the specifications set forth in the Contractor's Proposal attached hereto as Exhibit B and incorporated herein by reference.

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 City 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 Services 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 any work order within a reasonable 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 the Town notice of cancellation, or for lost profits, shipment of product prior to issuance of a work order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor an amount not to exceed \$39,093.06 for the Materials and Services at the rates set forth in the City Contract and as more particularly set forth in Exhibit B.

4. Payments. The Town shall pay the Contractor upon delivery of Materials and Services.

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 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, the City Contract, the Proposal, 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 City 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 City 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 City Contract, the Town shall be afforded all of the rights and privileges afforded to the City and shall be the "City" (as defined in the City Contract) for the purposes of the portions of the City 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 the State to the extent provided under the City 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 E. Avenue of the Fountains
 Fountain Hills, Arizona 85268

Attn: Grady E. Miller, Town Manager

With copy to: Pierce Coleman PLLC
4711 E. Falcon Dr., Ste. 111
Mesa, Arizona 85215
Attn: Aaron D. Arnson, Town Attorney

If to Contractor: Larry H. Miller Ford Mesa
460 East Auto Center Drive
Mesa, Arizona 85204
Attn: Theresa Worthen

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 APPEAR ON FOLLOWING PAGES]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
LHM CORP MFD
D/B/A
LARRY H. MILLER FORD MESA

[City Contract]

See following pages.



AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018184

2018 OR NEWER ANIMAL CONTROL EXTENDED CAB TRANSPORT TRUCKS, THREE QUARTER (¾) TON CAPACITY.

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466 Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 400 Mesa, AZ 85201
Attention	Darryl Woodson, CPPB Senior Procurement Officer
E-Mail	Darryl.Woodson@MesaAZ.gov
Telephone	(480) 644-3261
Facsimile	(480) 644-2655

AND

BERGE FORD, ("Contractor")

Mailing Address	460 E Auto Center Dr Mesa, AZ 85204
Delivery Address	
Attention	Theresa Worthen, Government Fleet Sales
E-Mail	tworthen@bergford.com
Telephone	480-497-7544
Facsimile	

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 10th day of September, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Berge Ford, a State corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

- A. The City issued solicitation number **2018184** ("Solicitation") for **OR NEWER ANIMAL CONTROL EXTENDED CAB TRANSPORT TRUCKS, THREE QUARTER (¾) TON CAPACITY**, to which Contractor provided a response ("Response"); and
- B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **September 11, 2018** and ending on **September 10, 2021**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.
 - 1.1 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
 - 1.2 **Delivery**. Delivery shall be made to the location(s) contained in the Detailed Specifications within two-hundred (200) days after receipt of an order.
2. **Detailed Specifications**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Detailed Specifications") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Detailed Specifications unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Detailed Specifications. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Detailed Specifications.
3. **Orders**. Orders be placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement
4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.
 - a. Agreement

- b. Exhibits
 - 1. Detailed Specifications
 - 2. Technical Specifications
 - 3. Pricing
 - 4. Mesa Standard Terms & Conditions

5. **Payment.**

5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit C** ("Pricing") in consideration of Contractor's performance of the Detailed Specifications during the Term.

5.2 **Prices.** All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

5.3 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

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

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

5.4 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;

- b. City billing information;
 - c. City contract number as listed on the first page of the Agreement;
 - d. Invoice number and date;
 - e. Payment terms;
 - f. Date of service or delivery;
 - g. Description of materials or services provided;
 - h. If materials provided, the quantity delivered and pricing of each unit;
 - i. Applicable Taxes; and
 - j. Total amount due.
- 5.6 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Card/e-Payables to make payment for orders under the Agreement. Otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.
- 5.7 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance.**

- 6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.
- 6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.
- 6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.
- 6.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the term of the Agreement.
- 6.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.
- 6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

- 6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.
- 6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.
- 6.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:
- 6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
 - 6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 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.
 - 6.9.3 Automobile liability, bodily injury and property damage with a limit of \$1 million per occurrence including owned, hired and non-owned autos.
 - 6.9.4 Owners & Contractors Protective Liability Coverage (OCP)
 - 6.9.5 Garage Liability – Occurrence Form
7. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.
8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit D**.
9. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:
- a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;
 - b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;
 - c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions.** Exhibit D to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.
11. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.
12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

Exhibits to this Agreement are the following:

- (A) Detailed Specifications
 - (B) Technical Specifications
 - (C) Pricing
 - (D) Mesa Standard Terms and Conditions
13. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.
 14. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.
 15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

Respondent Certification

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

- a) The information provided in Respondent's Response is true and accurate to the best of Respondent's knowledge.
- b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
- c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
- d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
- e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
- f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
- g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed 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 such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
- h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
 - i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
 - ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
 - iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
- i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
- j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: BERGE FORD

Signature: Theresa Worthen

Printed Name: THERESA WORTHEN

Title: GOVERNMENT FLEET SALES

Date: 6/11/18

City Acceptance of Offer

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 2018184.

Awarded this 10th day of September, 2018.



Digitally signed by Edward Quedens
DN: cn=Edward Quedens, o=City of Mesa,
ou=Business Services Department,
email=ed.quedens@mesaz.gov, c=US
Location: City of Mesa
Date: 2018.09.20 11:35:20 -0700
Adobe Acrobat version: 2018.009.20050

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

REVIEWED BY:

By: Darryl Woodson

EXHIBIT A
DETAILED SPECIFICATIONS

1. **DELIVERY:** Delivery shall be made to the location(s) contained herein within two hundred (200) days after receipt of an order or as quoted in the bid response.

Ship to: City of Mesa Fleet Services Department
6935 E. Decatur Street
Mesa, AZ 85207

3. **ADDITIONAL PURCHASES:** The City reserves the right to purchase additional light duty three quarter (3/4) ton animal control trucks after the bid award date.

- a. Orders placed after initial bid pricing expiration date shall be priced in accordance with instructions in the Detailed Specifications.

5. **PRICING:**

- a. **Prices.** All pricing for the initial term shall be firm for a minimum of one-hundred eighty (180) days except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in the Agreement.

The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

- b. **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

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

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

- c. **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 6, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

EXHIBIT A
DETAILED SPECIFICATIONS

7. **SHIPPING TERMS:** Bid prices shall be F.O.B. destination, Fleet Services Division, 6935 E Decatur Street, Mesa Arizona 85207. Bidder shall retain title and control of all goods until they are delivered and acceptance has been made. All risks of transportation and related charges shall be the responsibility of the Bidder. The Bidder shall file all claims for visible or concealed damage. Fleet Services will notify the Bidder promptly of any damaged goods and assist the Bidder in arranging for inspection.
8. **DELIVERY/INVOICING:** Bidders deliver the equipment within the time frame bid. The Bidder shall be responsible for delivery of all equipment in a complete and ready-for-use condition with all components functioning, cleaned, tested, lubricated, and serviced. Equipment delivered shall be free of decals or emblems identifying or advertising the Bidder. Safety decals or the standard identification of a manufacturer is acceptable but must meet the ANSI Standard 245.1.

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

Delivery shall be between the hours of 8:00 a.m. and 12:00 noon or 2:00 p.m. and 4:00 p.m., Monday through Friday (excluding holidays), to the Fleet Services Facility, 6935 E Decatur Street, Mesa Arizona 85207. The vehicle(s) shall be prepared for immediate use including a full tank of fuel. Vehicles delivered with less than full tank of fuel will be refused.

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

- One (1) Title/registration application for each unit delivered.
- One (1) Manufacturer's window sticker with price and option information. **Do not leave the sticker on the vehicle door glass.**
- One (1) Dealer's invoice with a typed VIN, purchase order number, and dealer's stock number.
- Dealer to supply a MVD level one inspection on any vehicle with ¾ ton capacity or higher that started out as a cab/chassis
- One (1) Manufacturer's "Statement of Origin" for each unit delivered with a typed assignment as follows:

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

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

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

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

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

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

EXHIBIT A DETAILED SPECIFICATIONS

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

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

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

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

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

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

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

11. **CERTIFICATION OF FINAL ACCEPTANCE:** The vehicle(s) shall require a certification of Final Acceptance. Such certification shall evidence that the Contractor has completed the vehicle(s) in accordance with the specification and the vehicle(s) have been inspected, tested and accepted by the City. The date certification of Final Acceptance is executed by the City shall be the Final Acceptance Date. **All Warranty Periods shall begin upon the Final Acceptance Date.**
12. **CHANGE ORDERS:** No changes shall be made pursuant to the specification without a properly executed change order. Changes in the vehicle specifications, delivery schedule or vehicle parts may be made pursuant to a written change order signed by Peter Scarafiotti, Automotive Engineer or designee. The Automotive Engineer or designee must sign any change order which modifies the total contract price. No changes shall be made to the vehicle(s) or parts without a properly executed change order.
13. **INSPECTION, TESTING AND REJECTION:** All items, including, without limitation, vehicles, parts, materials, and components shall be subject to inspection and testing by the City upon delivery. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this specification, the City shall have the right to require their correction or to require replacement. Items that have been rejected or required to be corrected shall be removed or, if permitted by the City, corrected in place by and at the expense of Bidder promptly after notice. Such items shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Bidder fails to remove promptly such items required to be removed, or to replace or correct promptly such items required to be removed, replaced, or corrected, Bidder shall be in default under this specification. In addition to, and not in lieu of, any

EXHIBIT A
DETAILED SPECIFICATIONS

rights that the City may have under this Contract Document or otherwise as a result of such default, the City, at its sole discretion, may either:

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

All inspections and tests by the City shall be performed in such a manner as not to unduly delay the final acceptance of the vehicle(s). With respect to rejected items, the City shall not be liable for any reduction in value of such rejected items used in connection with such inspection or test.

Failure to inspect or reject items shall not relieve Bidder of responsibility for items that are not in accordance with the requirements of this contract document, nor impose any liability on the City for any reason. Inspection and testing of any item does not relieve Bidder from any responsibility regarding defects that may be discovered prior to Final Acceptance or during all warranty periods.

- 14. **TRANSPORT:** The Bidder shall be fully responsible for the transport of the equipment to and from Fleet Services, 6935 E Decatur Street, Mesa Arizona 85207 for installation and correction of items or workmanship not in compliance with the specification. The Bidder shall be responsible for any loss of or damage to City of Mesa property while such property is in Bidder's possession and/or subject to Bidder's control.
- 15. **CANCELLATION:** Failure to provide materials, supplies, or instruments in accordance with specifications or failure to meet stated delivery commitments may be cause for *immediate* cancellation of the contract.
- 16. **WARRANTY:**
 - A. All equipment purchased on this bid shall be purchased from one (1) Bidder. That one (1) Bidder shall be fully responsible for all warranty performance relating to any part or component of the purchased equipment regardless of who installed the component.
 - B. The Bidder's responsibility shall include all warranty involving a Sub Contractor.
 - C. The Bidder shall supply a minimum thirty-six (36)-month warranty on all parts and workmanship on chassis and vocational body and equipment, from the initial in-service date as reported by the Fleet Services Division. The Contractor shall further guarantee the vehicle / equipment supplied complies with all applicable State/Federal laws and regulations in effect at the time of delivery.
 - D. The Bidder shall state in writing any additional duration of their warranty that goes above and beyond the minimum requested warranty stated in C above. This shall include any applicable limitations or conditions.
 - E. Any Bidder that wishes to bid on vehicles/equipment for the City of Mesa must have an *authorized* warranty dealer who can perform warranty repairs within a fifty (50)-mile radius of Fleet Services, 310 E 6th Street, Mesa Arizona 85211-1466. If no authorized dealer is available and Fleet Services *chooses* to purchase said equipment, Fleet Services may perform the warranty repairs during the term of warranty agreement.
- 17. **DESCRIPTIVE LITERATURE:** All bidders must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. *Failure to include this information may result in the bid being rejected.*

EXHIBIT A DETAILED SPECIFICATIONS

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review.

18. **BRAND NAMES OR EQUAL:** The brand name or equal specification used in this solicitation is for the *purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition*. Any offer that proposes equal quality, design, or performance will be considered if the product offered is identified in the bid (including sufficient technical information) and determined by Fleet Services to be equal in all material respects to the brand name product referenced in the bid. Decisions of functional equivalency will be at the sole interpretation and discretion of the City of Mesa. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence.
19. **DEMONSTRATOR UNITS:** Bidder must be prepared to supply a demonstrator unit for the City of Mesa to evaluate. The demonstrator unit must be available within fourteen (14) calendar days of notification and must be available for an on-site, hands-on evaluation for a minimum of one 10-hour shift. The demonstrator unit must meet these specifications. Inability to provide a demonstrator or acceptable alternative may be grounds for rejecting the vendors' bid.
20. **NEW EQUIPMENT:** All equipment supplied pursuant to this Specification *shall be new*, unused, current production models equipped as described in the manufacturer's published literature and specification sheets. Demo units may be *considered* if the unit has never been licensed and unit meets the technical specification. The bidder on the submittals shall note any variation between the equipment bid and OEM literature and specification sheets. The equipment specified herein shall be equipped with those items normally supplied in the stream of commerce. Any item(s) not specifically mentioned shall not be interpreted as not requested. Specifications are intended to set minimum levels of quality and/or suitability.
21. **IDENTICAL UNITS:** When equipment is purchased in quantities greater than one (1), each unit shall be identical in all aspects of design and manufacture unless specifically stated in the technical portion of the specification.
22. **PARTS AVAILABILITY:** Since the continuous operation of the City of Mesa's equipment is important and sometimes of an emergency nature, the successful bidder must be in a position to render prompt parts support. The availability of normal wear items (filters, belts, hoses, and cutting edges) shall not exceed one (1) working day. The parts inventory shall be of sufficient size and variety to offer a level of availability of 95% of all parts within two (2) working days after the date of City of Mesa order. The successful bidder shall maintain and/or have access to a parts inventory that can meet the City of Mesa's delivery requirements. Submission of this bid shall constitute a guarantee by the bidder that a complete stock of replacement parts for the specified equipment is available and the bidder is in agreement with this provision.
23. **SERVICE:** The successful bidder agrees to the following Fleet Services requirements:
 - A. Must possess a local established, franchised repair shop facility capable of accomplishing corrective action on any component failure.
 - B. The equipment Bidder or manufacturer must be capable of providing repair parts and supply support for a minimum period of five (5) years after purchase of the unit(s) offered.
 - C. The equipment Bidder or manufacturer must initiate physical repairs on equipment failures within seventy-two (72) consecutive hours after notification excluding weekends as well as state and federal holidays during the purchased equipment's warranty period. In the event any and all work is accomplished at the Contractors location, the Contractor shall be responsible for all transportation costs (during the warranty period).
 - D. The City of Mesa has the right to impose a noncompliance charge on the equipment Bidder. Fees shall be the City of Mesa's daily rental rate and any operational costs incurred by the City of Mesa. Fees shall be imposed on the first day after the seventy-two (72) hour

EXHIBIT A
DETAILED SPECIFICATIONS

notification period has terminated. Fees will continue until the Contractor has initiated repairs.

- E. The equipment Bidder and manufacturer must provide technical support and reasonable equipment modification at no cost to the City of Mesa for a period of ninety (90) calendar days after the City of Mesa's acceptance of the purchased unit(s) to ensure the equipment is capable of performing to the City of Mesa's intended operational functions.

24. **TITLE:** Vehicles are to be titled to:
City of Mesa
Fleet Services Department
PO Box 1466
Mesa, AZ 85211-1466

25. **WORKMANSHIP:** Vehicles shall be free from defects that may impair their serviceability or detract from appearance.

- A. All bodies, systems, equipment, and interfaces with the chassis shall be done in accordance with the OEM chassis Body Builder's Book, NTEA Truck Equipment Handbook and the following City of Mesa – Fleet Engineering Design Standards:

- FS-600 – Welding Standards
- FS-601 – Fastener Standards
- FS-602 – Vocational Body Fabrication & Mounting

- B. Whenever dissimilar metals are used, they shall be insulated against corrosive action.

- C. All components will be new. Defective components shall not be furnished. Parts, equipment, and assemblies that have been repaired or modified to overcome deficiencies shall not be furnished without the approval of the City of Mesa. Component parts and units shall be manufactured to definite standard dimensions with proper fits, clearances, and uniformity. Welded, bolted, and rivet construction utilized shall be in accordance with the highest standards of industry. General appearance of the unit shall not show any evidence of poor workmanship.

- D. Reasons for rejection include, but are not limited to:

- (1) Rough, sharp, or unfinished edges, burrs, seams, corners, and joints.
- (2) Non-uniform panels. Edges not radiused, beveled, etc.
- (3) Paint runs, sags, orange peel, "fish eyes," etc., and any other imperfection or lack of complete coverage of paint or coatings.
- (4) Body panels or components that are uneven, unsealed, or contain cracks, dents, or voids.
- (5) Misalignment of body fasteners, glass, viewing panels, light housings, other items with large or uneven gaps, spacing, etc., such as doors, body panels and hinged panels.
- (6) Improperly fabricated and routed wiring or harnesses and electrical connections.
- (7) Improperly supported or secured hoses, wiring harnesses, mechanical controls, etc., including interference with other components.
- (8) Interference of chassis components, body parts, doors, etc.
- (9) Leaks of any gas, vacuum, or fluid lines (air conditioning, coolant, oil, oxygen, etc.)
- (10) Noise, panel vibration, etc.
- (11) Inappropriate or incorrect use of hardware, fasteners, components, or methods of construction.
- (12) Incomplete or improper welding, riveting, or bolting.
- (13) Lack of uniformity and symmetry where applicable.
- (14) Loose, vibrating abrading body parts, components, subassemblies, hoses, wiring harnesses, or trim.
- (15) Improper body design or interface with the chassis that could cause injury during normal use or maintenance and fail to provide access to perform routine or mandatory repairs or maintenance on the vehicle's electrical and mechanical

EXHIBIT A
DETAILED SPECIFICATIONS

systems, in addition, the improper combination of options that (by their combination and installation) are inherently incompatible with regard to function or safety.

- (16) Sagging, non-form-fitting upholstery or padding, holes, tears, discoloration, etc.
- (17) Incomplete or incorrect application of rust proofing.
- (18) Visual deformities and equipment malfunction.
- (19) Unsealed appurtenances or other body components, gaskets, etc.
- (20) In addition, any deviation from Specification requirements or any other item (whether or not stipulated herein) that affects form, fit, function, finish, durability, reliability, safety, performance, or appearance shall be cause for rejection.

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

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

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

If you have questions as to how the City of Mesa expects any of the listed items to be accomplished, contact Pete Scarafiotti, Automotive Engineer (pete.scarafiotti@mesaaz.gov) for clarification **No less than forty-eight (48) hours before bid due date and time.**

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

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

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

**EXHIBIT B
TECHNICAL SPECIFICATIONS**

Specification	Meets	Explain Deviation
Chassis Frame: Black		
Animal Transport Body: White		
TIRES & WHEELS		
The wheels shall be 17 x 6.5" steel disc wheels. Tires shall be Michelin or Goodyear and sized and rated to meet the DOT bridge formula for maximum legal payload and safety.		
Front Tire (2): LT245/75R17E All-Terrain Blackwall Load Range C Tires, All-Weather Tread Design		
Rear Tire (2): LT245/75R17E All-Terrain Blackwall Load Range C Tires, All-Weather Tread Design		
Full size spare tire and wheel with TPMS sensor (1) identical what is installed on the vehicle shall be included		
CAB & EQUIPMENT		
Maximum engine compartment insulation to reduce noise and heat in the cab. The noise level shall not exceed the OSHA standard of 80 decibels over an 8-hour period.		
Windshield: Conventional flat glass, one piece. Solar-Ray Deep-Tinted Glass. All glass to have maximum tint allowed by law (all windows)		
Storage pouch or glove compartment.		
Insulated headliner with dome light.		
Air conditioning w/ integral heater and defroster.		
Power windows.		
Power door locks		
Power mirrors		
Extended cab shall have rear seating and rear opening doors.		
Interior Color: Gray or Graphite.		
Seat Belts: 3-point style		
Two visors to be hinged in such a manner to provide shade to both the windshield and the side windows.		
Left and right-hand door length running boards		
Drivers information center		
Cruise Control		
Radio: Sync or My Link system, Blue tooth compatible AM/FM/CD stereo radio w/clock. 1 smart-charging USB port and intergrade display monitor		
12-volt accessory plug (to be mounted in center of cab below dash or on center console)		
110 Volt / 400 Watts outlet to be installed in dash		
Towing Package Mirror		
All mirror mounts shall include anti-vibration bracing.		
40-20-40 Fabric Seat		
Gray or Graphite Dashmat		
4 sets of Keys and Fobs		
CHASSIS LIGHTING		
Manufacturer's standard lighting (exterior and interior) shall conform to FMVSS 108.	✓	
Variable decibel, non-adjustable, back up alarm shall be installed. The alarm shall be either a Preco model 1059 or an ECCO model SA917	✓	
ANIMAL TRANSPORT BODY		
Animal Control Unit having six (6) animal compartments and one (1) equipment storage compartment. Fabricated using molded fiberglass-reinforced plastic construction to eliminate seams and cracks. Smooth finish with rounded compartment corners to facilitate cleanout.	✓	

**EXHIBIT B
TECHNICAL SPECIFICATIONS**

Specification	Meets	Explain Deviation
BODY DIMENSIONS		
Body overall - 100" long x 80" wide.	✓	
Height above frame at rear wheels - 45".	✓	
Overall height when mounted - 78". (78" to top of air blower housing.)	✓	
COMPARTMENT DIMENSIONS - STREET SIDE		
Front - 35 1/2" wide x 36" high x 38 5/8" deep or through body 78".	✓	
Center 28 1/8" wide x 36" high x 30" deep.	✓	
Rear 32 1/2" wide x 36" high x 30" deep.	✓	
COMPARTMENT DIMENSIONS - CURB SIDE		
Front - 35 1/2" wide x 36" high x 38 5/8" deep or through body 78".	✓	
Center 28 1/8" wide x 36" high x 30" deep.	✓	
Rear 32 1/2" wide x 36" high x 30" deep.	✓	
FRONT THROUGH COMPARTMENT		
Left and right front compartments connected to form one "through" compartment. Compartment to have heavy fiberglass door installed in center and hinged to the front of the unit so it swings open and latches to the front wall of the unit to create the through compartment. When closed and latched it creates two compartments	✓	
REAR CENTER STORAGE COMPARTMENT		
Storage compartment to be located at rear of body with access door. Compartment to be 16" wide x 32" high x 61 5/8" deep. Door hinged on stainless steel hinge with full gaskets and closed with stainless steel 6" recessed T-handle latch with locking cylinder. Compartment for use in carrying stretcher, ketch-all pole, ropes, traps, and other supplies.	✓	
CONSTRUCTION		
Full fiberglass-reinforced plastic construction with a gel coat smooth finish.	✓	
Color to be White to match chassis.	✓	
Framed with 1.5" x 2" 14gauge high strength tubular steel on all sides with 2" x 3" 11-gauge high strength tubular steel crossmembers. Four 5" x 4" x .25" solid steel angel mounts are installed for easy mounting on the vehicle frame using grade 8 bolts. All steel is to be completely sealed in fiberglass to minimize exposure to the elements and eliminate deterioration.	✓	
The bottom of the unit is to be completely sealed with fiberglass to provide insulation from heat rising up from the pavement.	✓	
Sides skirted to center line of rear wheels with cut-outs at rear wheels of proper size to permit easy removal of wheels when required.	✓	
A 4" high 18" wide fiberglass air duct shall be installed in the ceiling of the unit and run down the center the full length of the unit. The blower shall be installed inside the rear of the unit in a housing at the end of the air duct forcing air through the duct.	✓	
Due to extreme temperatures encountered in Mesa, the unit must have <i>refrigerated air-conditioning</i> .	✓	
Roof shall be backed by .375 dense composite board and 1.5 ounce fiberglass mat that is completely fiber glassed in to provide insulation and strength.	✓	
Polished aluminum rain gutter molding installed around entire unit at roof line to prevent water "run off" from body roof into animal/storage compartments.	✓	
COMPARTMENTS		
Compartments are to be made of fiberglass with a smooth gel coat finish without cracks or seams.	✓	
Each compartment to be a separate compartment to prohibit contact by animals with animals in adjoining compartment.	✓	

**EXHIBIT B
TECHNICAL SPECIFICATIONS**

Specification	Meets	Explain Deviation
Each compartment to have smooth finish with rounded corners to facilitate clean-out.	✓	
The compartments shall have drain holes in the rear of each compartment that drain into a trough under the unit.	✓	
Floor shall be constructed using 1" foam composite molded and sealed into the unit with two layers of 1.5-ounce fiberglass mat. Floors will have a 3/4" recess creating a trough under the unit with individual drain capabilities.	✓	
The floor is to slope in so the drainage system directs flow into the trough under the unit keeping the compartment floors dry and clean	✓	
Each compartment has a standard LED surface mount light on the ceiling.	✓	
Rear of each compartment top to have holes therein for entrance of power driven fresh air; of sufficient size and quantity to permit free exchange of air four or five times per minute.	✓	
COMPARTMENT DOORS		
Doors to be of full fiberglass-reinforced plastic construction.	✓	
Doors to have smooth finish both sides to prevent collection of dirt and disease on interior door panels.	✓	
Doors to be hinged on full length special stainless steel hinges to permit full opening of door, closed with stainless steel T-lock handle with locking cylinder, all keyed alike.	✓	
Each door to be hinged toward front and fitted with rubber gasket on latch edge to eliminate rattle.	X	<i>No Gasket</i>
Each door to have five (5) large louver type vents molded directly into exterior fiberglass door panel.	✓	
Louvers to provide minimum of 20 square inches of air flow for each animal compartment permitting free expelling of air from inside compartments when power-driven air blower is used.	✓	
COMPARTMENT SAFETY DOORS		
Heavy duty powder coated wire grille safety doors consisting of 3/8" frame and horizontal rods.	✓	
1/4" vertical rods welded at all intersections.	✓	
Safety doors installed inside regular doors to prohibit escape of animals when two or more are placed within compartment.	✓	
Door to have 6" x 3-1/2" arm and pole cut-out in center at latch edge.	✓	
Door hinged toward front on stainless steel hinges and equipped with a heavy duty stainless steel spring loaded bolt latch.	✓	
Door to swing out when open providing full use of depth of compartment.	✓	
EXTREME TEMPERATURES/AIR CONDITIONING SYSTEM		
28,000 btu independent body air conditioning system installed to include an auxiliary air compressor mounted to the engine with required mounting brackets, belts and pulleys, Danhard model 00096 27,000 btu air conditioning evaporator with 500 cfm rated dual fans and Danhard 35,000 btu roof mounted condenser.	X	<i>Danhard Model 44-936 Evaporator</i>
System shall include required dryer, sight glass, low pressure switch, hoses, fittings and dash mounted controls.	✓	
There shall be an air filter on each side of the evaporator housing and a rear access panel on the back of the unit to access the evaporator.	✓	
A 4" high x 18" wide fiberglass air duct is installed along the ceiling of the unit and runs down the center the full length of the unit.	✓	
Each compartment has a 4" round louvered vent to provide and control air flow.	✓	
System to be fully charged, tested and operational at time of delivery.	✓	
Belt routing, bracket and pulley alignment to be fully tested and calibrated prior to delivery.	✓	

**EXHIBIT B
TECHNICAL SPECIFICATIONS**

Specification	Meets	Explain Deviation
Functional test results shall be fully documented and placed in owner's manual.	✓	
Standard fresh air blower system shall be deleted.	✓	
TEMPERATURE MONITOR		
An Electronic thermostat with digital display and controls shall be mounted in the cab. The controls will operate independently from the truck air conditioning and heating system. Manufactured by Danhard, Inc. Allowing the operator to monitor the air temperature from inside the cab.	✓	
PULL-OUT RAMP		
The pull-out ramp shall be constructed of lightweight aluminum tube frame and polypropylene tile inserts to provide good traction. The ramp measures 18 inches wide x 60 inches long and pulls out from under the drivers side front compartment. The ramp stores under the body when not in use and is secured in place with a catch.	✓	
ANIMAL CAGE HOIST & RAIL SYSTEM		
This system allows the hoisting of large animals from ground level by the use of a storable rail and hoist assembly.	✓	
The system will be installed in the first curb-side compartment (from the front).	✓	
The hoist shall have a 300 lbs. lifting capacity	✓	
The electric hoist shall include all wiring and wireless hand controls for raising and lowering the cage.	✓	
The cage shall be constructed from punched aluminum and measure 24" high x 23" wide x 42" deep.	✓	
The unit is operated by pulling the cage out (which is on a telescopic arm) and lowering it to the ground via hand operated wireless control.	✓	
Winch shall be 12 VDC, 2,000 lbs. capacity equipped with 3/16"	✓	
Photos of the hoist and rails system shall be included in the bid specification below.	✓	
REAR BUMPER		
Steel step bumper with tread plate top, powder coated black.	✓	
Rear bumper to be fabricated to mount to the vehicle frame with steel bracketing. Bottom of rear bumper shall not be higher than 20" from the ground	✓	
BODY MOUNTED BACKUP CAMERA AND FULL REARVIEW MIRROR MONITOR		
The Advent universal high brightness full rearview mirror with 7.3" wide screen monitor and backup camera shall be installed (or equivalent). To allow the operator to see objects behind the vehicle while backing to prevent backing accidents.	✓	
LIGHTING CONTROLLER		
Whelen PCC8R 8-Outlet Relay Box –	✓	
Switch 1 – Rear of Light Bar, Warning Mode of Amber Stick, Rear LEDs Switch 2 – Front of Lightbar, Side Warning Lights Switch 3 – Take Down Lights (Front Facing) Switch 4 – future use Switch 5 – Left Arrow of Rear Stick Switch 6 – Right Arrow of Rear Stick Switch 7 – Left Alley and Left Scene (driver side) Switch 8 – Right Alley and Right Scene (passenger side)		X see deviation Explanation page
AMBER LIGHT BAR		
53" Long Tomar 970L Scorpion lightbar – 970L-5309-0101	✓	
With extruded aluminum housing, cast aluminum end caps, and optical Lexan light modules.	✓	

**EXHIBIT B
TECHNICAL SPECIFICATIONS**

Specification	Meets	Explain Deviation
<p><u>Configuration as follows:</u> PFC & PRC – 12 LED each Amber DFC & DRC – 12 LED each Amber DF4, DF3, DF2, FC, PF2, PF3, PF4 – 6 LED each Amber DR4, DR3, DR2, DR1, RC, PR1, PR2, PR3, PR4 – 6 LED each Amber PA & DA – Alley DF1 & PF1 – TRX FLOOD MODULE 3 LED</p> <p><u>Wiring:</u> Mode 1 – Orange Wire – Shall turn on all rear facing Amber led's and both rear corners. (Button 1) Mode 2 – Blue Wire – Shall turn on all Front facing Amber warning lights and both front facing corners. (Button 2) Take Downs – (Button 3) Right Alley – (Button 8) Left Alley – (Button 7)</p>	<p>✓</p> <p>✓</p>	
TRAFFIC ADVISOR LIGHTING – WARNING STICK		
<p>47.25" long Tomar #R13 12 lamp directional warning light installed on top rear body. Utilizing the same controller as the Tomar Light bar installed in chassis cab.</p> <p>Warning Pattern wired to Button #1, Left Arrow to button 5, right arrow to button 6.</p>	<p>✓</p> <p>✓</p>	
REAR LED WARNING LIGHTS		
<p>C9LAC (1) Warning, Amber with Clear Lens. Internal Flasher with Scan-Lock™ Flash Patterns and Hi/LowTwo – Mounted on the upper rear body panel passenger side. With C9FC mounting flange</p> <p>C9LRC (1) Warning, Red with Clear Lens. Internal Flasher with Scan-Lock™ Flash Patterns and Hi/LowTwo – Mounted on the upper rear body panel driver side. With C9FC mounting flange</p> <p>Light heads should be synchronized and set to Alternate. In each light head the patterns should be set so that all LED's fire at once (no split patterns)</p> <p>Lights shall be wired through the Lighting Controller button 1.</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	
SIDE (LED) WARNING LIGHTS		
<p>Four (4) Federal Signal Micro Pulse Ultra side warning strobes. Two (2) on each side with amber color (MPS600U-AA) on the front side of the unit and red color (MPS600U-RR) on the rear side of the unit.</p> <p>Lights to be wired through the lighting controller button 2. Light heads should be synchronized and set to alternate. In each light head the patterns should be set so that all LED's fire at once (no split patterns).</p>	<p>✓</p> <p>✓</p>	
SIDE SCENE LIGHTS		
<p>Two (2) 3" x 7" 700 series L.E.D. light heads centered and installed one per side on the roof rails. Lights to be LED white.</p> <p>Lights to be wired through the lighting controller button 7 for driver's side and button 8 for passenger side.</p>	<p>x</p> <p>✓</p>	<p>Different Light. See options</p>

**EXHIBIT B
TECHNICAL SPECIFICATIONS**

Specification	Meets	Explain Deviation
WIRING SPECIFICATION		
<p>All Wiring for the Lighting Controller, Lightbar, Traffic Advisor, Rear LED's Side LED's and Side Scene Lights, Main Power and Ground shall be SXL rated function labeled wire (proper amperage rating for the circuit must be followed. 18GA is the minimum size wire allowed. Master 150 amp Circuit Breaker shall power this equipment, mounted with in 18 inches of the battery. Main ground for the equipment shall come from the Engine ground strap. All equipment must be grounded to a factory ground point. Making a ground point is not acceptable. All wire connections will be soldered and heat shrunk. All wires passing thru metal will be passed thru a grommet. All exterior passthrough holes will be sealed with silicone. A six outlet fuse block shall supply power to all items that require a separate power wire. (Lightbar, Rear Stick and Lighting Controller)</p> <p>A wiring diagram showing the routing of wires and circuits shall be provided at time of delivery in a Electronic PDF format.</p>	✓	
CHASSIS & BODY PAINTING - SOLID COLOR		
<p>Exterior of fiberglass body shall be completely sanded and prime painted. Body finish painted White with minimum of two (2) coats of PPG finish paint and two (2) coats of clear coat. Note - Exterior of body along with exterior of compartment doors to be painted. Interior of doors and animal compartments to be white.</p>	x	White Gel Coat Exterior
<p>Chassis and body paint shall match in color as observed in bright direct daytime lighting.</p>	✓	
WARRANTY		
<p>Warranty is very important to the City of Mesa. All bidders will be expected to provide the following warranty terms:</p> <p>Cab & Chassis: 6 year - 100,000 mile (whichever comes first) - All body and sheet metal Components shall be warranted against rust-through corrosion.</p> <p>5 year - 100,000 mile (whichever comes first) for repairs which are required as a result of defects due to material and/or workmanship to the power train components as listed below:</p> <p>Engine, Transmission/Transaxle/Transfer Case, Final Drive System, Courtesy Transportation & Roadside Assistance will be provided</p> <p>3 year - 36,000 mile (whichever comes first) bumper to bumper limited warranty</p>		

EXHIBIT B
TECHNICAL SPECIFICATIONS

Specification	Meets	Explain Deviation
<p><u>Body:</u> Body and specified equipment shall be warranted free of defects for a period of two (2) years after delivery. Defective equipment shall be replaced without charge during this period with purchasing agency responsible for labor cost involved in replacement of defective part.</p> <p>Air Conditioning and heating equipment to carry 1 year manufacturer warranty. Defective air conditioning equipment to be replaced without charge during this period with purchasing agency responsible for labor cost involved in replacement of defective part.</p> <p>Warning lights and electrical equipment to carry manufacturers warranty.</p> <p>Body manufacturer shall be responsible for defects in fiberglass-plastic materials during this same period of time.</p>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>	
<p><u>Bidders can provide either factory or bidder purchased warranty.</u> If bidder purchased warranty program is offered, bidder shall provide (with bid submittal) all documentation that proves that program meets or exceeds factory warranty specification.</p> <p>If bidder purchased warranty program is provided, bidder is responsible for filing all claims and recovering payment <i>from warranty provider</i>, not the City of Mesa. City of Mesa will expect that the program will perform as normal factory offered programs.</p> <p>Failure to meet this provision will be considered non-responsive.</p>		

EXHIBIT B TECHNICAL SPECIFICATIONS

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

Front Axle: (Tare)	3623 lbs.
Front Axle: (Loaded)	5651 lbs.
Tag Axle(s) (if equipped - Loaded)	lbs.
Rear Axle or Tandem (Tare)	2439 lbs.
Rear Axle or Tandem (Loaded)	7681 lbs.
Total Tare:	6062 lbs.
Total Gross Weight	10701 lbs.
Payload Capacity:	3990 lbs.

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

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

Loaded: ___ n/a _____ in.

Unloaded: ___ n/a _____ in.

ADDITIONAL WARRANTY INFORMATION

COMPONENT	HOURS	MONTHS	MILES	COST
ELECTRICAL		36	36K	
ENGINE		60	60K	
COOLING SYSTEM		36	36K	
EXHAUST		36	36K	
FRAME		36	36K	
FUEL SYSTEM		36	36K	
INSTRUMENTATION		36	36K	
LIGHTING		36	36K	
PAINT		36	36K	
STEERING		36	36K	
SUSPENSION		36	36K	
TIRES		36	36K	

EXHIBIT B
TECHNICAL SPECIFICATIONS

COMPONENT	HOURS	MONTHS	MILES	COST
TRANSMISSION		60	60K	
WHEELS		36	36K	
AIR CONDITIONING		36	36K	
HEATING		36	36K	
BRAKES		36	36K	
CAB		36	36K	
CHASSIS		36	36K	
USE ADDITIONAL LINES BELOW TO ADD OTHER PARTS NOT LISTED PREVIOUSLY.				

WARRANTY REPAIR FACILITY. If the bid you are submitting will be to provide warranty repairs at an authorized dealer within a 50-mile radius of 6935 E Decatur Street, Mesa Arizona 85207 initial here to acknowledge: TW

Name and location of the service and warranty dealer:

Dealer Name: BERGE FORD
 Address: 460 E AUTO CENTER DRIVE
 City: MESA, AZ 85204
 Phone/Fax: 480 497-1111 480 497-7582

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

Company Name: CUSTOM FIBERGLASS COACHES
 Address: 6521 S SUNCOAST BLVD. HOMMOSASA, FL 34446
 Phone/Fax: 652 628-2243
 Contact Name: STEVE CINNARD
 System/Parts Installed: ANIMAL CONTROL BODY

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

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

Company Name: PIMA COUNTY
 Address: 1301 S MISSION RD, TUCSON AZ
 Phone/Fax: 520 740-2614 520 623-7387
 Contact Name: BOB CHARLTON
 Title: FLEET MGR.

EXHIBIT B
TECHNICAL SPECIFICATIONS

Company Name: MARICOPA COUNTY _____
Address: 3325 W DURANGO ST PHOENIX AZ 85009 _____
Phone/Fax: 602 506-4667 602 372-3953 _____
Contact Name: LES GLOVER _____
Title: FLEET MGR. _____

DELIVERY

Delivery Period (after receipt of order): 240 _____ days

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

Please state the estimated one-way mileage between 6935 E Decatur Street, Mesa Arizona 85207 and the nearest **authorized parts supplier:** 4.6 _____ miles

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

Company Name: BERGE FORD _____
Address: 460 E AUTO CENTER DRIVE, MESA AZ 85204 _____
Phone/Fax: 480 497-1111 480 497-7599 _____
Contact Name: BUTCH LEMEN _____
Title: PARTS DIRECTOR _____

Company Name: _____
Address: _____
Phone/Fax: _____
Contact Name: _____
Title: _____

EXHIBIT B
TECHNICAL SPECIFICATIONS

MODEL C-100

Specifications

Manufacturer: Custom Fiberglass Coaches

Model: C-100

Description: A fiberglass one piece molded animal transportation unit with (6) six animal compartments and (1) storage compartment with the access door in the back of the unit. Standard features include a fresh air ventilation system vented to each compartment, a pass through swing door in the front compartment, bright white L.E.D. lighting in each compartment, solid partitions creating 6 individual compartments, sloped floor drainage system, back up alarm, high-low brake lights and flashers, gel coated fiberglass doors with five molded louver vents in the exterior door panel and a vent on the interior door to control airflow.

Construction: Reinforced One-Piece Molded Fiberglass Construction with a bright white gel coat high gloss exterior finish. Steel tube frame lines interior around the entire bottom of the unit with cross members to provide a solid mounting structure. All the steel under structure is completely sealed in fiberglass.

Body Dimensions: 80" Wide x 45" High x 100" Long

Weight: Approximately 800 lbs.

Truck Chassis: Must be a standard long bed truck chassis with a 56" cab-to-axle (CA) measurement. And it must have single rear wheels.

Animal Compartment Sizes:

Street Side: Front 35 1/2" Wide x 36" High x 30" Deep (or through body 78")

Center 28 1/8" Wide x 36" High x 30" Deep

Rear 32 1/2" Wide x 36" High x 30" Deep

Curb Side: Front 35 1/2" Wide x 36" High x 47 1/4" Deep (or through body 78")

Center 28 1/8" Wide x 36" High x 30" Deep

Rear 32 1/2" Wide x 36" High x 30" Deep

Rear Center Storage: 16" Wide x 32" High x 61 5/8" Deep

EXHIBIT B TECHNICAL SPECIFICATIONS

Back Saver Hoist: Telescoping monorail system with high capacity precision ground ball type linear bearings, electric hoist and wireless remote control. Hoist cable will have a hook attachment to accommodate use with a large animal cage. Rail system will be mounted across the roof of the front pass through compartment with hoist exiting out the front passenger side compartment. Large Animal Cage to be made of aluminum with dimensions of 23" wide x 24" high x 42" deep. The hoist system will have a minimum capacity of 200 pounds. Optional carrier tray available.

Under Structure: Framed with 1.5" x 2" 14 gauge high strength tubular steel on all sides with two 2" x 3" 11 gauge high strength tubular cross members. Four 5" x 4" x .25" solid steel angle mounts are installed for easy mounting on the vehicle frame using grade 8 bolts. All steel is completely sealed in fiberglass to minimize exposure to the elements and eliminate deterioration.

Floor: Constructed using a 1" foam composite molded and sealed into the unit with two layers of 1.5 oz fiberglass mat. Floors have a 2" recess creating a trough under the unit with individual drain capabilities. And the floor is sloped in so the drainage system directs flow into the trough under the unit keeping compartment floors dry and clean. The undercarriage is then sealed with resin which provides maximum insulation preventing heat from rising through the floor.

Compartments: Walls and ceilings are gel coat sealed and webbed to provide a smooth, easy to clean finish in the compartments. (Note: Bodies can be made to your specifications and partitions can be made with wire)

Doors: Doors are constructed of fiberglass with a bright white gel coat finish on the interior and exterior panels. The outside dimensions of the door are 31 7/8" high x 27 5/16" wide. The exterior panel of the door has (5) five large louver style vents molded into the fiberglass. The louver openings provide ample air flow to exchange air inside the compartments when operating with forced air ventilation. Interior door panel has a stainless steel circular vent that can be opened and closed to control air flow. A stainless steel continuous hinge (1.5") (20 Gauge) connects the door to the fiberglass body and doors are hinged toward the front. Aluminum drip shields are placed over all doors. A keyed alike stainless steel recessed folding 'T' latch locking handle is used.

Interior Safety Door (Optional): Heavy duty wire interior safety door with an arm and catch pole opening on the latch side. Door is constructed of 3/8" frame and 3/8" horizontal rods with 1/4" vertical rods welded at all intersections. A heavy duty 1/2" spring loaded bolt latch is used to provide a positive latching system and the door is mounted with stainless steel hinges. The interior safety door is installed inside the outer door to keep the animal secured in the compartment when the outer door is opened protecting the operator and allowing full vision of the compartment. *Available in Powdercoated black finish or in Stainless Steel.*

Ventilation: Forced fresh air ventilation system provides 750 CFM airflow with a dual fan blower and is vented to each of the individual compartments. A 4" high x 18" wide fiberglass air duct is installed in the ceiling of the unit and runs down the center the full length of the unit. The blower is installed inside the rear of the unit in the housing at the end of the air duct and forces air through the duct. Fresh air is drawn in from outside and is vented to each of the individual compartments blowing stale air from the

EXHIBIT B TECHNICAL SPECIFICATIONS

compartments and providing fresh air. The forced air is distributed equally to all compartments and does not circulate from one compartment to another. The blower is operated with a switch and indicator light in the cab.

Roof: Roof is backed by .375" dense composite board and 1.5 oz fiberglass mat that is completely glassed in providing maximum insulation and strength. Roof of the compartments are gel coat sealed and webbed. Roof has a 200 lb psf rating.

Roof Rack: Stainless steel tube and stanchions.

Lights: All L.E.D. bright white lights in individual compartments minimizes power draw on vehicle. Rubber mounted L.E.D. running, stop, turn and back up lights. Side mounted clearance lights installed away from gas tank filling areas in accordance with F.H.S.R.

Back Up Alarm: 105 D.B. back up alarm mounted inside back of unit.

Bumper: Steel step bumper with tread plate top, powdercoated black.

Ground Effects: Molded fiberglass skirting is installed along the bottom of the unit with openings centered over rear tires and sized large enough for easy tire removal when necessary. Ground effects are constructed of fiberglass and have a bright white gel coat high gloss finish.

Installation: Mounts easily to truck frame with bolts using 5" mounting plates previously mounted to cross members. Unit is easily transferred from one vehicle to another. Installation costs for mounting on our premises are included in the pricing.

Color: Bright white gel coat high gloss finish.

Fuel Cap: Recessed.

Rust Proofing: Unit is manufactured from fiberglass which will not rust or corrode and steel components are glassed in minimizing exposure to the elements.

Wiring: All wiring is color coded, run in conduit and glassed in so the animals cannot get to the wires. Wiring is easily accessed in junction boxes for future modifications or add on optional equipment installations.

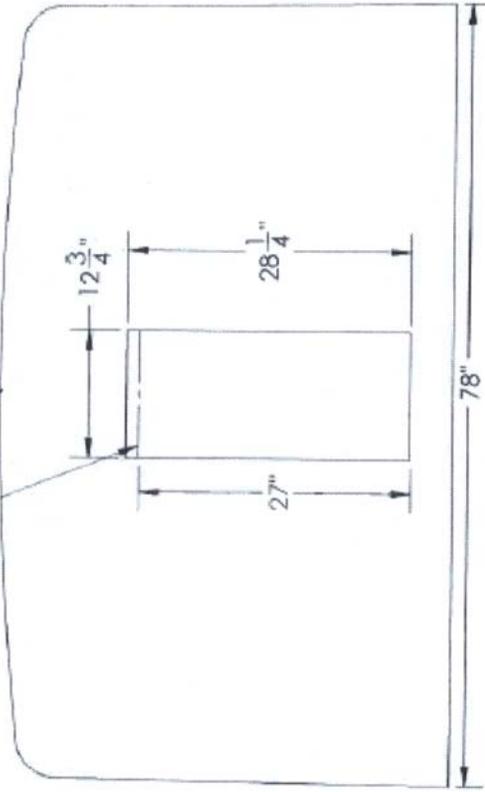
EXHIBIT B
TECHNICAL SPECIFICATIONS

Available Options:

- Air Conditioning and Heating
- High Capacity Air Conditioning and Heating with auxiliary compressor
- Digital temperature monitoring
- Interior Safety Door
- Pull Out Fold Down Ramp
- Hoist Back Saver with cage
- Catch pole holder
- Light bar
- Strobe lights
- Work lights
- GOLight remote controlled spotlight
- Customized lighting packages
- Rear blind spot mirror
- Pet Step folding ramp

EXHIBIT B
TECHNICAL SPECIFICATIONS

door closing hardware intrudes into top $1\frac{1}{4}$ " of door opening



TITLE:		C-100 Animal Control Truck Body	
SIZE	DWG. NO.	REV	
A	C-100-Rear Elevation		
SCALE: NOT TO SCALE		July 8, 2011	1

PROPRIETARY AND CONFIDENTIAL
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Bowie International, LLC.
Lake City, IA 51449

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EXHIBIT B
TECHNICAL SPECIFICATIONS

City of Mesa, Arizona

Bid Number: 2018184

Light Duty, ¾-Ton Capacity, Animal Control Extended Cab Transport Trucks

Clarifications to Bid Specifications and Explanations of Deviations

From Custom Fiberglass Coaches

This will identify the variances between the published specifications and the Custom Fiberglass Coaches C-100 Model animal control unit. There are some differences in the construction, components and dimensions, but the functionality of the six (6) animal compartment with one (1) equipment storage compartment unit is essentially the same.

COMPARTMENT DOORS:

The doors have a compression latch to eliminate rattle. They will not have a rubber gasket on the latch edge on the standard unit, but that can be added if the customer wants them.

EXTREME TEMPERATURES AIR CONDITIONING SYSTEM:

High capacity air conditioning system with auxiliary compressor in the engine compartment, twin fan condenser mounted on the roof, and a high capacity evaporator. Danhard Model 44-936 evaporator BTU capacity is 28,000 with a 500 CFM blower, Danhard 35,000 BTU roof mounted condenser, and the engine mount auxiliary compressor is Seltec.

ANIMAL CAGE HOIST & RAIL SYSTEM:

The 24" High x 23" Wide x 42" Deep cage is designed to fit in the front passenger compartment with the telescoping rail system exiting the front passenger compartment. The rear wall of that compartment will be recessed back approximately 4" and will be a double swing door style pass through. I have attached pictures of the standard BackSaver Hoist setup in the front passenger compartment.

EXHIBIT B
TECHNICAL SPECIFICATIONS



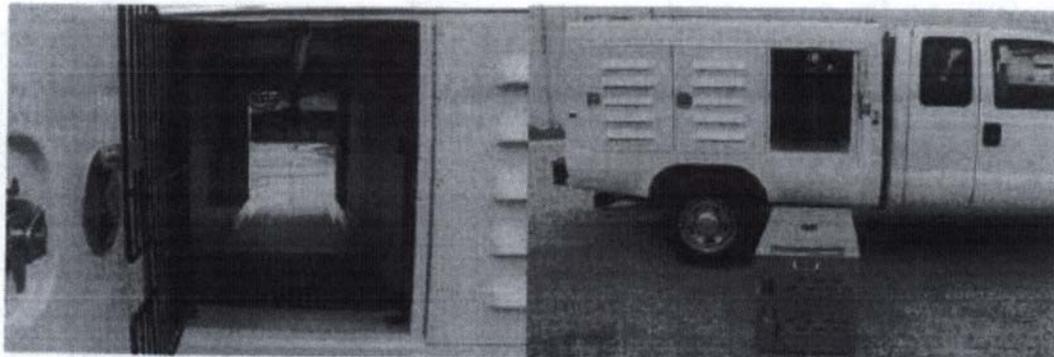
Slides in and out of compartment

Telescoping rail extends to lower cage



Cage compartment with double swing door

Driver's side compartment with double swing door



Front compartments with pass through open

Full side shot with cage lowered pass through closed

FRONT COMPARTMENT SIZES WITH HOIST AND 42" DEEP CAGE:

Street Side: Front 35 1/2" Wide x 36" High x 46 5/8" Deep (or through body 78")

Curb Side: Front 35 1/2" Wide x 36" High x 30 5/8" Deep (or through body 78")

EXHIBIT B TECHNICAL SPECIFICATIONS

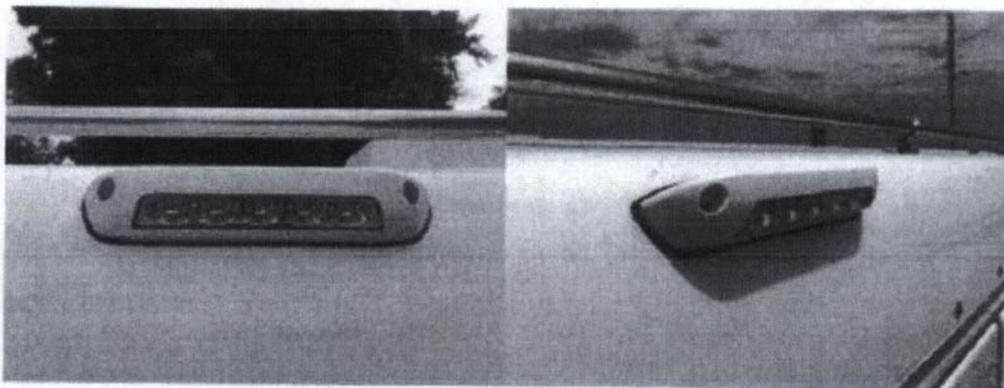
The two (2) to go on the side rail will encroach on a curved radius toward the top of the unit.

SIDE SCENE LIGHTS:

The specification calls for Two (2) 3" x 7" 700 Series light heads centered and installed one per side on the roof rails. The 700 Series light heads are too large and will encroach on the curved radius along the top of the unit roof rail. They would not mount flush and would point upward as a result.

For the Side Scene Lights, centered on the sides of the unit, we can use the ITC 69710-WH-6.5K which is an LED downward pointing light that will provide lighting on the sides of the unit. The white matches the unit color and it is available in chrome. These lights were used on the units delivered in 2015.

<http://www.itc-rv.com/product/rv-led-exterior-flood-light/>



Another option would be the Maxxima 1200 Lumen rectangular light which is a standard option for us.

http://www.maxxima.com/products/product_detail/658/Rectangular-1200-Lumen-6-LED-Work-Light.html#.Wx7ACipKiUk



EXHIBIT B
TECHNICAL SPECIFICATIONS

CHASSIS & BODY PAINTING – SOLID COLOR:

The exterior will be a bright white gel coat finish. The interior of the doors will be bright white gel coat and the animal compartments will be a light tan gel coat composite. Not the PPG paint that is specified. The bright white exterior finish matches the Ford, Chevy and Dodge truck cabs.

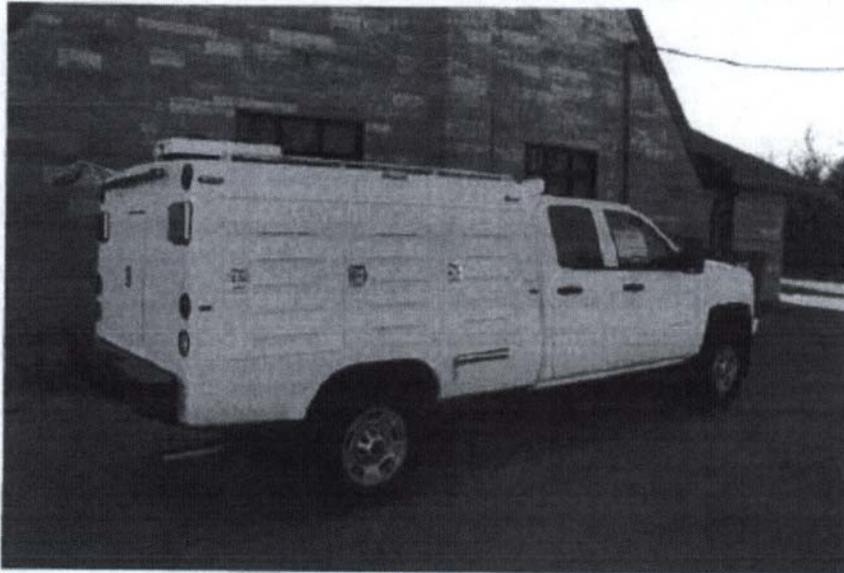
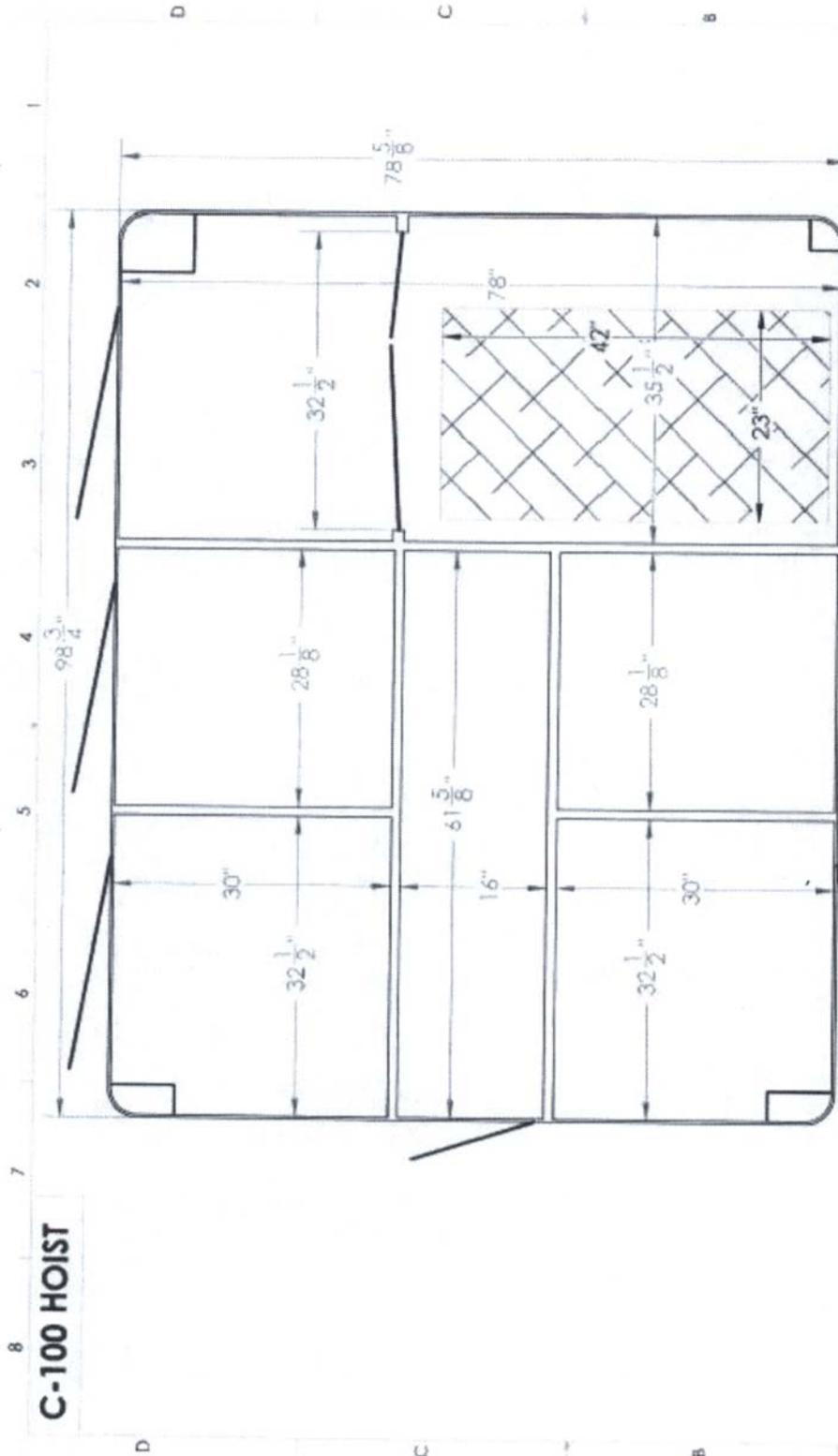


EXHIBIT B
TECHNICAL SPECIFICATIONS

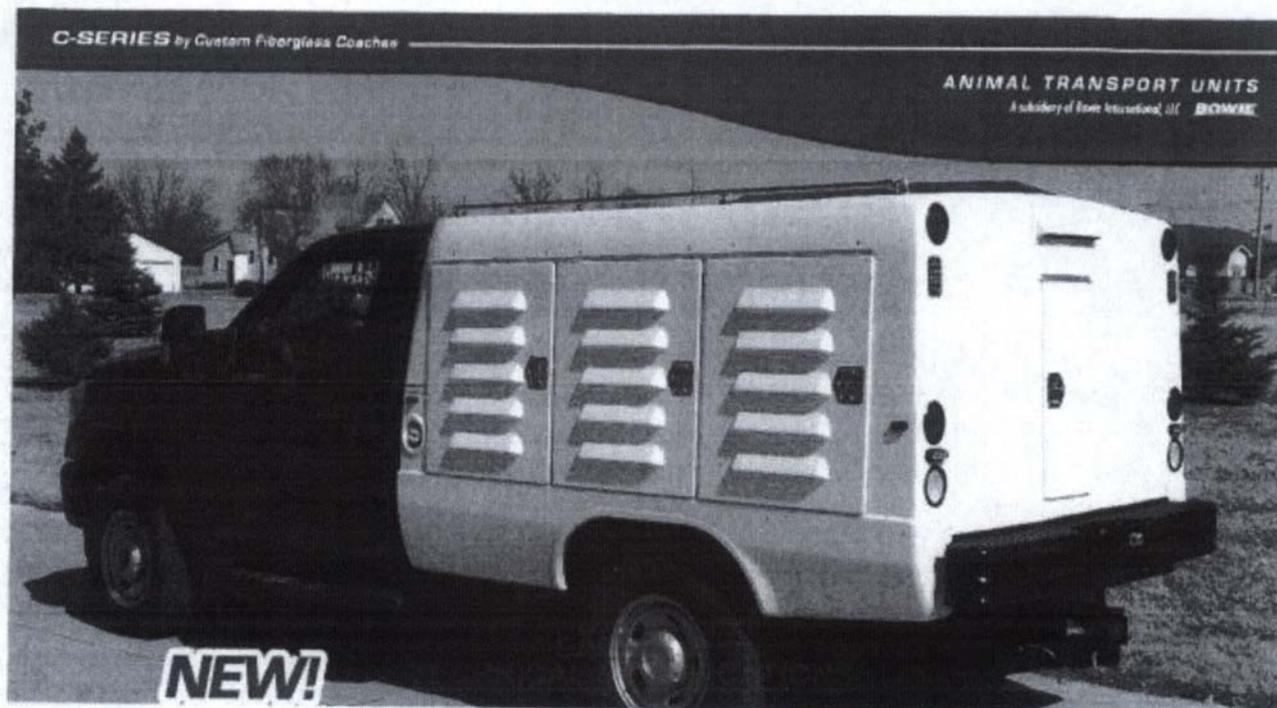


C-100 HOIST

MATERIAL SPEC./BLANK		Custom Fiberglass Coaches	
DESIGN	DATE	Bowtie International, LLC.	
DF	3/3/2011	Lake City, IA 51449	
PART DESCRIPTION			
6 compartment with storage, floorplan			
REV	ECO #	BY	DATE
A			
C-100 HOIST			
SCALE: 1/8" = 1'-0"		CAD FILE	SHEET 1 OF 1
3		2	

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EXHIBIT B
TECHNICAL SPECIFICATIONS



Introducing the
C-100 *The design most in-demand by today's animal care professionals, competitively priced and ready to join your fleet!*



We've made it easier than ever to get moving with one of the most popular configurations in the industry. With a one-piece molded fiberglass shell and sealed steel frame, we've packaged the options you want at an unbeatable price!

Key features include:

- 6 animal compartments with rear storage compartment
- Fresh air ventilation system vented to each compartment
- Pass-through swing door in front compartment
- LED compartment lighting
- Back-up alarm and four-way flashers

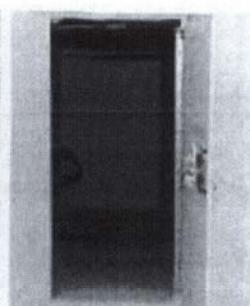
See other side for more features

VISIT US AT
www.customfiberglasscoaches.com

CustomFiberglass
COACHES

313 South Hancock Street - Lake City, IA 51449
#888.831.6960 #712.461.8601

EXHIBIT B TECHNICAL SPECIFICATIONS



C-100 SPECIFICATIONS

FOR COMPLETE SPECS & PRICING, CALL 800.831.0960 NOW



Standard Equipment

Construction & Finish

- Reinforced one-piece molded fiberglass construction
- Gel-coated fiberglass doors
- Bright white gelcoat high glass exterior finish
- Molded fiberglass ground effects
- Step bumper with tread plate top
- Stainless steel hardware throughout

Design & Layout

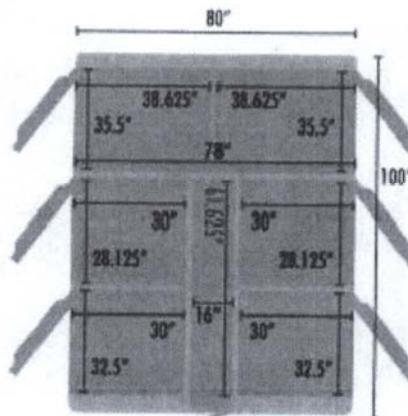
- 6 animal compartments
- Sloped floor drainage system
- Pass-through swing door in the front compartment
- Storage compartment with rear access and catch pole holder
- Stainless steel tube roof rack
- User friendly and easy to clean

Ventilation

- Fresh air ventilation system vented to each compartment
- Five molded louver vents in exterior door panels with airflow control vents

Wiring & Lighting

- Bright white L.E.D. lighting in compartments
- L.E.D. brake, running and reverse lights
- All wiring color-coded & in conduit to protect from animals
- Easily-accessible junction boxes for future options, etc.



Exterior Height: 45"

Interior Height: 36"

Weight: Approximately 800 lbs.

Truck Chassis Requirements:
Must be a standard long bed truck chassis with a 56" cab-to-axle (CA) measurement. And it must have single rear wheels.

Optional Equipment



Other optional equipment

- Air Conditioning and Heating w/ Digital temperature monitoring
- Heavy duty interior safety doors
- Additional catch pole holder
- Additional work & safety lights
- Rear blind spot mirror
- PetStop folding ramp
- Shelving
- Rear vision camera system

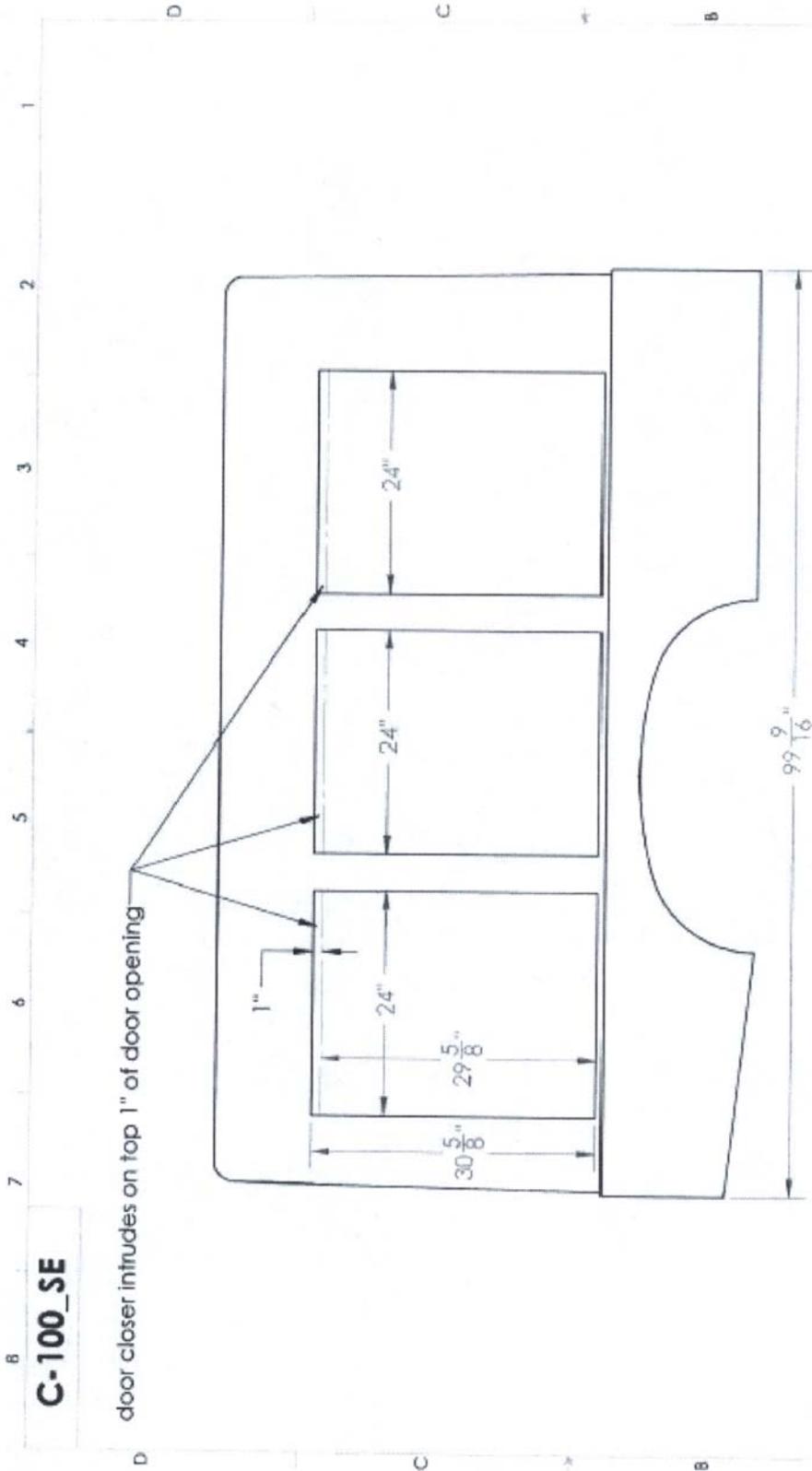
More options available. Call for details!

VISIT US AT
www.customfiberglasscoaches.com

313 South Rutledge Street - Lake City, IA - 51449
800.831.0960 - 712.464.8601

CustomFiberglass
COACHES

EXHIBIT B
TECHNICAL SPECIFICATIONS



C-100_SE

door closer intrudes on top 1" of door opening

MATERIAL SPEC./BLANK		Custom Fiberglass Coaches	
DESIGN	DATE	Bowtie International, LLC.	
DF	3/3/2011	Lake City, IA 51449	
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF BOWTIE INTERNATIONAL, LLC. NO REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF BOWTIE INTERNATIONAL, LLC. CUSTOM FIBERGLASS COACHES IS PROHIBITED.		PART DESCRIPTION	
		6 compartment with storage, side elevation	
REV	DESCRIPTION	ECO #	BY
	REVISIONS		DATE
8	7	6	5
		2	1
C-100_SIDE ELEVATION		SHEET 1 OF 1	
DO NOT MANUALLY UPDATE		SCALE: N/A	

**EXHIBIT C
PRICING**

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish Animal Control Extended Cab Transport Trucks, Three Quarter (3/4) Ton Capacity to the City of Mesa at the price(s) stated below.

Description	Quantity	Unit Price
ANIMAL CONTROL EXTENDED CAB TRANSPORT TRUCKS, THREE QUARTER (¾) -TON CAPACITY, per specifications	each	\$60198.00

Chassis Model Bid _____ Body Model Bid _____

Manufacturer: FORD

Model: F350 CAB CHASSIS SUPER CAB Model Year: 2019

OPTIONS:

Item No.	Description	Unit Price
1.	Crew Cab – 8' long box (Bed Delete) Must provide specification sheet with bid <i><u>This cost is in addition to Unit price.</u></i>	\$1260
2.	Additional Warranty Cost to for 5-year 100,000 mile powertrain warranty ZERO DEDUCTIBLE <i><u>This cost is in addition to Unit price.</u></i>	\$1760
3.	Blind Spot Monitor <i><u>This cost is in addition to Unit price.</u></i>	\$540
4.	LED Remote controlled spotlight: Golight "Stryker" model 30004 (White) GO LIGHT ONLY, NO GUARD/RACK Go light to be mounted to the top cab. City of Mesa to determine position <i><u>This cost is in addition to Unit price.</u></i>	\$580

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

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

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

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

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

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

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

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

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.
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.
 - 12.1. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.
 - 12.2. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.
13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.
15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
16. **DEFAULT.**
 - a. A party will be in default if that party:
 - i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
 - iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

- iv. Fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the bid and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
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.
19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
24. **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.
- Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.
26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or 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.
31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.
36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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

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

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

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

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.
40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.
42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

EXHIBIT D
MESA STANDARD TERMS AND CONDITIONS

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.
44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.
46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.



CONTRACT ASSIGNMENT

Contract Title: 2018 or Newer Animal Control Extended Cab Transport Trucks, Three Quarter (3/4) Ton Capacity

Contracting Agency: Mesa

Contract Number: 2018184

Effective Date: 3/1/2019

Expiration Date: 9/10/2021

Questionnaire

Is the contract performance expected to Change due to the assignment? Yes No

Are there any material changes to the contract such as terms or obligations; specifications; timelines or delivery periods; price; etc.? Yes No

Is the contract high profile? Yes No

Is there a political element? Yes No

Was the contract recently awarded? Yes No

If yes, was the new contractor a respondent? Yes No

Comments

Name change from Berge Ford to Larry H. Miller Ford Mesa, effective March 1, 2019. All other terms are to remain unchanged.

Reviews:

Darryl Woodson 4/3/2019
1) Procurement Officer Date

M. Lauer 4/8/2019
2) Purchasing Administrator Date

Chief Procurement Officer:

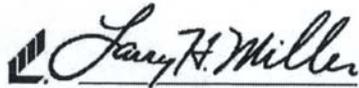
- Memo to Council
- Council Approval

3) Chief Procurement Officer Date

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
LHM CORP MFD
D/B/A
LARRY H. MILLER FORD MESA

[Contractor's Proposal]

See following pages.



Ford MESA
Commercial Vehicle Center
 461 E AUTO CENTER DRIVE
 MESA, AZ 85204
 PHONE #: 480/530-9575
 FAX #: 480/530-9599

Transaction Worksheet Quote #: 1865

CUST #:237951
 STK #:19P658
 FORM# 73878

Name: TOWN OF FOUNTAIN HILLS
 Address: 16705 E AVENUE OF THE FOUNTAINS
 City/State/Zip: FOUNTAIN HILLS AZ 85268-3815
 Salesperson 1: THERESA WORTHEN
 Date: 08/20/2019

Phone 1: 480/816-5155
 Phone 2: 602/721-4756
 Email: JWELDY@FH.AZ.GOV
 Salesperson 2
 Desk Mgr.

Vehicle			Trade Information			
Stock # 19P658	N/U/D NEW	Miles 21	Vehicle N/A			
Year 2019	Make/Model FORD F250		Color N/A	Miles		
VIN 1FDBF2A60KEE97493			VIN N/A			
Vehicle Price	29935.00		Accessories/Aftermarkets*			
Rebate	N/A		Option 8 [®] ROYAL SERVICE BODY		Price 6150.00	
Subtotal	29935.00					
Accessories*	6150.00					
Trade Allowance	N/A		Estimated Fees Include**			
Net Trade Difference	36085.00		DOC Fee N/A	Lieu Tax N/A	Title Fee 4.00	State & Local Tax 2995.06
Estimate Fees**	3008.06		REG-PSF N/A	Postage 4.00	Tire Fee 5.00	Other: N/A
Total Trade Payoff	N/A		Finance Options:			
Cash Down	N/A		Monthly Payment		N/A	
Service Contract	N/A		Term		N/A	
GAP	N/A		Rate		N/A	
Maintenance	N/A					
Total Unpaid Balance/Amount to Finance	39093.06		Total Unpaid Balance/Amount to Finance		39093.06	

Customer Acknowledgment and Signature

By signing below, you acknowledge that this document was presented to you to facilitate the transaction and is not a contract or an offer to sell the vehicle on these or any other terms. Neither customer nor dealer are bound by this document. Additional fees may apply, and additional products or services purchased will effect the terms of any potential transaction and all terms are subject to dealer and/or finance company.

Customer's Signature _____ Date Signed 08/20/2019

Approving Sales Manager _____ Date Signed 08/20/2019

DEALER 71A 175

VIN 1FDBF2A60KEE97493

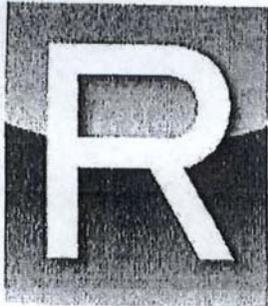
	Suggested Retail Price	Invoice Amount
F25H 4X2 STYLESIDE PICKUP/142	33150 00	31499 00
2019 MODEL YEAR		
Z1 OXFORD WHITE		
1S MEDIUM EARTH GRAY CLOTH		
PREFERRED EQUIPMENT PKG. 600A		
.XL TRIM		
572 .AIR CONDITIONING -- CFC FREE	NC	NC
996 .6.2L EFI V-8 ENGINE	NC	NC
44S 6-SPEED AUTOMATIC TRANS G	NC	NC
X37 3.73 RATIO REGULAR AXLE	NC	NC
90L POWER EQUIPMENT GROUP	915 00	832 00
66D PICKUP BOX DELETE	625 00-	569 00-
JOB #1 ORDER		
17S STX APPEARANCE PACKAGE	1690 00	1538 00
.LT275/65R18E BSW ALL SEASON		
.CRUISE CONTROL		
.AM/FM STEREO MP3/CLK		
.SILVER CAST ALUM WHEELS-18"		
.SYNC VOICE ACTIVATED SYSTEMS		
10000# GVWR PACKAGE		
42S 50 STATE EMISSIONS	NC	NC
512 SPARE TIRE AND WHEEL	295 00	269 00
52B TRAILER BRAKE CONTROLLER	270 00	246 00
TELESCPNG TT MIRR-POWR/HTD		
JACK		
63R REAR STAB BAR W/ AUX SPRINGS	125 00	114 00
66S UFFITTER SWITCHES	165 00	150 00
67D EXTRA HEAVY DUTY ALTERNATOR	NC	NC
872 REAR VIEW CAMERA & PREP KIT	415 00	377 00
1 CLOTH 40/20/40 SEAT	100 00	91 00
TOTAL OPTIONS/OTHER	3350 00	3048 00
TOTAL VEHICLE & OPTIONS/OTHER	36500 00	34541 00
DESTINATION & DELIVERY	1595 00	1595 00
TOTAL FOR VEHICLE	38095 00	
FUEL CHARGE		20 80
SHIPPING WEIGHT 5472 LBS.		
TOTAL	38095 00	36156 80

stk. #19P658

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Larry H. Miller Ford Mesa 71A175 460 E Auto Center Dr Mesa AZ 85204		Order Type 59	Ramp Code CS1P	Batch ID R667	Price Level 950
Ship to (if other than above) Royal Truck Body 86462 900 W. 1st Avenue Mesa AZ 85210		Date Inv. Prepared 06 19 19	Item Number 71-5195	Transit Days 17	Ship Through
Invoice & Unit Identification NO. 1FDBF2A60KEE97493	Final Assembly Point KENTUCKY	Finance Company and/or Bank BANK OF AMERICA 660055			

HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA
1095	36156.80	34879.80	34979.80	36287.17	497.00	547.00



ROYAL TRUCK BODY

900 W 1ST AVE.
 MESA, AZ 85210
 PHONE: 602-426-1774
 FAX: 602-426-1778

QUOTATION		0296957	
DATE ENTERED	TRUCK ORIGIN	DATE REQUESTED	
6/20/2019	POOL-PHX		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
		MCH	
END USER (IF DIFFERENT THAN SOLD TO)			

S LARRY H. MILLER FORD MESA O 460 E. AUTO CENTER DRIVE L MESA, AZ 85206 D		CUSTOMER NO: LHMMESA	S LARRY H. MILLER FORD MESA H 460 E. AUTO CENTER DRIVE I MESA, AZ 85206 P
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CUST ORDER NO	TERMS	SHIP VIA	CUSTOMER NAME	CUSTOMER PHONE NO					
	02	TRANS							
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	DUAL	SINGLE	DOOLEY	AUX TANK	ENGINEERED BY
Ford	19	F2A	WHITE	56		X		N	
STOCK NO.	V.I.N. NO.	BED WIDTH	COMPT. DEPTH	OVERALL WIDTH					
4693		49	15	79					

QTY	PART NO./DESCRIPTION	UNIT PRICE	EXT PRICE
	STREET SIDE <input type="checkbox"/> VO CURB SIDE <input type="checkbox"/> VO		
1	CAMF2 CAMERA FORD PICK UP BED DELETE ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION****	310.0000	310.00
1	/LABOR LABOR V NOTCH REAR BUMPER FOR FACTORY HITCH	95.0000	95.00
1	/SD-8 LESS: SPECIAL DISCOUNT - SUB	-620.0000	620.00-

Handwritten signature and date: 6-20

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

RECEIVED BY (PRINT NAME) _____
 RECEIVED BY (SIGN) _____ DATE _____

Freight:	0.00
Net Order:	6,150.00
Sales Tax:	0.00
GRAND TOTAL:	6,150.00

SALES ORDER # 0296957

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.