

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

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of May 7, 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. 2018086, dated March 19, 2018, (the "City Contract"), with Berge Ford, Inc., an Arizona corporation ("Berge"), for the purchase of 2017 or newer light duty half ton pickup trucks. 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 Town and Berge entered into a Cooperative Purchasing Agreement dated June 5, 2018, based upon the City Contract (the "Agreement"), for the purchase of 2017 or newer light duty half ton pickup trucks (the "Services and Materials"). The terms of the Agreement are incorporated herein.

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

D. The Town has determined that additional Materials and Services (the "Additional Materials and Services") are necessary.

E. The Town and the Contractor desire to enter into this First Amendment to increase the compensation authorized by the Agreement for the Additional 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. Assignment. In addition to any rights and obligations set forth in this First Amendment, Contractor hereby agrees to perform all obligations agreed to by Berge in the underlying Agreement and shall be entitled to all rights of Berge thereunder.

2. Compensation. The Town shall increase the compensation to Contractor by not more than \$54,427.97 for the Additional Materials and Services as set forth in Exhibit B, the terms of which are and incorporated herein, resulting in an increase of the aggregate not-to-exceed compensation from \$46,402.34 to \$100,830.31.

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

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

With copy to: Pierce Coleman PLLC
 4711 East Falcon Drive, Suite 111
 Mesa, Arizona 85215
 Attn: Aaron D. Arnson, Town Attorney

If to Contractor: LHM CORP MFD
 d/b/a Larry H. Miller Ford Mesa
 460 East Auto Center Drive
 Mesa, Arizona 85204
 Attn: Scott Dietrich

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

4. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

6. 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.

7. Conflict of Interest. This First Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

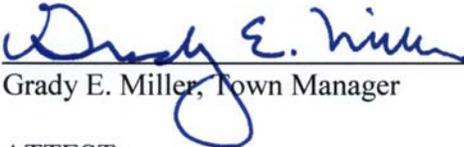
[SIGNATURES ON FOLLOWING PAGES]

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

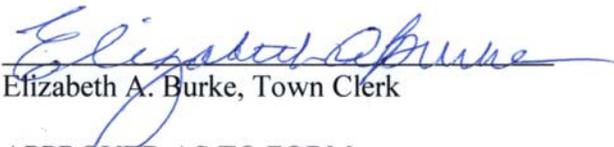
“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

CR
4/25/19


Grady E. Miller, Town Manager

ATTEST:


Elizabeth A. Burke, Town Clerk

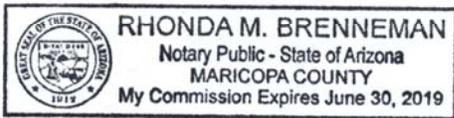
APPROVED AS TO FORM:

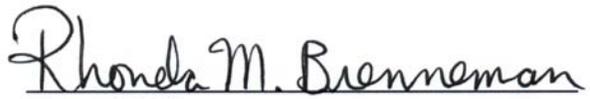

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2019, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

[Mesa Contract]

See following pages.



AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2018086
2017 OR NEWER LIGHT DUTY HALF TON PICKUP TRUCKS

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 Drive Mesa, AZ 85204
Delivery Address	
Attention	Theresa Worthen, Government Fleet Sales
E-Mail	tworthen@bergefords.com
Telephone	480-497-7544
Facsimile	

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This agreement pursuant to solicitation ("Agreement") is entered into this 19th day of March, 2018, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and Berge Ford, a(n) 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 2018086 ("Solicitation") for 2017 OR NEWER LIGHT DUTY HALF TON PICKUP TRUCKS, 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 March 20, 2018 and ending on March 19, 2019. 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 **Renewals**. On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) 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 **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.
 - 1.3 **Delivery**. Delivery shall be made to the location(s) contained in the Detailed Specifications within 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. Mesa Standard Terms & Conditions
 2. Detailed Specifications/Technical Specifications
 3. Other Exhibits not listed above
- c. Solicitation including any addenda
- d. Contractor Response

5. **Payment.**

- 5.1 **General.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("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 C**.

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 C 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:
- o (A) Detailed Specifications / Technical Specifications
 - o (B) Pricing
 - o (C) 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.

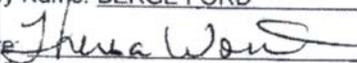
RESPONDENT CERTIFICATION

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: 

Printed Name: THERESA WORTHEN

Title: GOVERNMENT FLEET SALES

Date: 11/28/17

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 **2018086**.

Awarded this 19th day of March, 2018.



Digitally signed by Edward Quedens
Location: City of Mesa Business
Services
Date: 2018.04.10 11:03:28 -07'00'

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

REVIEWED BY:

By: DJW



CONTRACT ASSIGNMENT

Contract Title: 2019 Light Duty Half Ton Pickup Trucks	
Contracting Agency: Mesa	Contract Number: 2018086
Effective Date: 3/1/2019	Expiration Date: 2018086
Questionnaire	
Is the contract performance expected to Change due to the assignment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Are there any material changes to the contract such as terms or obligations; specifications; timelines or delivery periods; price; etc.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is the contract high profile? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is there a political element? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Was the contract recently awarded? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, was the new contractor a respondent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:

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

Mal Bauer 4/8/2019
 2) Purchasing Administrator Date

Chief Procurement Officer:

- Memo to Council
- Council Approval

 3) Chief Procurement Officer Date

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

[Contractor Quotation]

See following pages.

"We Take Care of Our Neighbors"
BERGE FORD

460 E. Auto Center
Mesa, AZ 85204
(480) 497-1111

**Customized Desking
Proposal Options**

www.bergeford.com

BUYER		CO-BUYER		www.bergeford.com	
FOUNTAIN HILLS FIRE DEPT 16705 E FOUNTAIN HILLS, AZ 85268-3815				Deal #:	281746
Home #: (602) 326-6051		Home #:		Deal Type:	Retail
Work #:		Work #:		Deal Date:	02/19/2019
Email: JPIERCE@FH.AZ.GOV		Email:		Print Time:	03:51pm
				Salesperson 1:	THERESA WORTHEN
				Salesperson 2:	

VEHICLE

New	Used	Demo	Stock #:	Description:	VIN:	Mileage:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ORDER	2019 FORD TRUCK F-150 SERIES		

TRADE

AFTERMARKETS

AEP UP-FIT \$ 10,019.32

Total Aftermarkets: \$ 10,019.32

Rate:
Total Unpaid Balance/Amount to Finance: \$ 54,427.97

Berge Ford Sale Price:	\$	40,349.00
Total Financed Aftermarkets:	\$	10,019.32
Total Trade Allowance:	\$	0.00
Trade Difference:	\$	50,368.32
Documentary Fee/VTR:	\$	0.00
State & Local Taxes:	\$	4,054.65
Total License and Fees:	\$	5.00
Total Cash Price:	\$	54,427.97
Total Trade Payoff:	\$	0.00
Delivered Price:	\$	54,427.97
Cash Down Payment + Deposit:	\$	0.00
Unpaid Balance/Amount to Finance:	\$	54,427.97
ESC Premium:	\$	0.00
GAP Insurance:	\$	0.00
LAH/IUI Premium:	\$	0.00
LAH/IUI Premium:	\$	0.00
Total Unpaid Balance/Total		
Total Unpaid Balance/Total Amount to Finance:	\$	54,427.97

Customer's Signature Accepting Berge Ford's Proposal

Approving Sales Manager's Signature Accepting Customer's Offer

Desk Manager:

All payments and APR subject to credit approval as stated by the accepting lending institution.

"World Class Customer Service... Before, During and After the Sale"

CNGP530

VEHICLE ORDER CONFIRMATION

02/05/19 11:06:46

==>

Dealer: F71175

2019 F-150

Page: 1 of 2

Order No: G039 Priority: D1 Ord FIN: QW505 Order Type: 5B Price Level: 950
Ord PEP: 301A Cust/Flt Name: FTN HILLS PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
W1E	F150 4X4 CREW	\$42915	\$40125.00	7000# GVWR		
	145" WHEELBASE			CA XLT VALUE PK		
PQ	RACE RED			PRO TRAILER AST		
M	PREM CLOTH			53A TRAILER TOW PKG	995	906.00
G	MED EARTH GRAY			MIR DUAL PWR		
301A	EQUIP GRP	2150	1957.00	55A FX4 OFF ROAD	905	823.00
	.XLT SERIES					
	.8-WAY PWR SEAT			TOTAL BASE AND OPTIONS	53690	46554.12
	.REAR DEFROSTER			XLT MID DISCOUNT	(1000)	(910.00)
	.SIRIUSXM RADIO			XLT MID DISCT CRM/SPRT	(750)	(683.00)
995	5.0L V8 FFV ENG	1995	1816.00	TOTAL	51940	44961.12
44G	ELEC 10-SPDAUTO			*THIS IS NOT AN INVOICE*		
T8C	LT275/65R18C	295	269.00			
XL6	3.73 ELEC LOCK	150	137.00	* MORE ORDER INFO NEXT PAGE *		
	LT CAPABILITY					

F1=Help

F2=Return to Order

F8=Next

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC20305

CNGP530

VEHICLE ORDER CONFIRMATION

02/05/19 11:16:11

==>

Dealer: F71175

2019 F-150

Page: 2 of 2

Order No: G039 Priority: D1 Ord FIN: QW505 Order Type: 5B Price Level: 950
Ord PEP: 301A Cust/Flt Name: FTN HILLS PO Number:

	RETAIL	DLR INV	RETAIL	DLR INV
.SKID PLATES			TOTAL BASE AND OPTIONS	\$53690 \$46554.12
.FLOOR LINER			XLT MID DISCOUNT	(1000) (910.00)
655 EXT RANGE TANK	445	405.00	XLT MID DISCT CRM/SPRT	(750) (683.00)
67T TRL BRAKE CONTR	275	250.00	TOTAL	51940 44961.12
76R REV SENSING SYS	275	250.00	*THIS IS NOT AN INVOICE*	
86B XLT CHROME PKG	1695	1543.00		
.CHROME STEP BAR				
.18" CHROME-LIKE				
FLEX FUEL				
SP DLR ACCT ADJ		(2154.00)		
SP FLT ACCT CR		(1384.00)		
FUEL CHARGE		9.12		
B4A NET INV FLT OPT	NC	7.00		
DEST AND DELIV	1595	1595.00		

F7=Prev

F3/F12=Veh Ord Menu

F1=Help

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S099 - PRESS F4 TO SUBMIT

QC20305



Quotation

Date Feb 4, 2019	Page 1
Order Number QTE0023393	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ 85204

Ship To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ, 85204

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Fountain Hills Fire/ Berge Ford F150		BER10601	TFH	Feb 4, 2019		NET30

Year	Make	Model	Color	State Contract #
2019	Ford	F150-		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
		Berge - Theresa Worthen 480-497-7544 tworthen@bergeford.com Fountain Hills Fire - Jeff Pierce 480-749-5258 Fountain Hills Fire/ Berge Ford F150 Crew Cab Chief F150 *** Front Of Vehicle *** *** Push Bumper ***			
1.00	BUMP00704 / 36-52065	Westin Elite XD push Bumper Ford F-150 *** Grill Lighting ***	482.1300	N	482.13
2.00	MISC90000 / MISC	Whelen Inactive TLI2D Red/White LEDs *** Headlight Flasher ***	109.9000	N	219.80
1.00	FLAS00095 / ETHFSS-SP	100% SS multi pattern headlight flasher no *** Speakers Mounted to Push Bumper ***	35.0000	N	35.00

Quotation continued on next page ...



Quotation

Date Feb 4, 2019	Page 2
Order Number QTE0023393	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ 85204

Ship To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ, 85204

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Fountain Hills Fire/ Berge Ford F150		BER10601	TFH	Feb 4, 2019		NET30

Year	Make	Model	Color	State Contract #
2019	Ford	F150-		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	SPEA00062 / SA315P	SA315P SPEAKER, BLACK PLASTIC PL-2014-01-01	229.6000	N	459.20
2.00	SPEA00067 / SAK1	Whelen Universal Siren Mount for SA315P Siren Speaker. *** Master Wiring Harness ***	28.7000	N	57.40
1.00	PATC00200 / 03-0115	Full Patrol Power for F-150 New Aluminum Body *** Front 1/4 Panel LEDs ***	499.0000	N	499.00
2.00	MISC90000 / MISC	Whelen Inactive TLI2D Red/White LEDs *** Slick Top Windshield Lightbar ***	109.9000	N	219.80
1.00	LBAR03116 / ISFW478	DUO FST INNER EDGE XLP 10LT FOR 15 + F-150 *** Under Side Mirror LEDs ***	1,277.1400	N	1,277.14
2.00	LEDS03659 / ENT2B3RBW	Soundoff under mirror Intersector LED tri-color red/blue/whi *** Interior Rear Window Lighting ***	149.0000	N	298.00

Quotation continued on next page ...



Quotation

Date Feb 4, 2019	Page 3
Order Number QTE0023393	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ 85204

Ship To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ, 85204

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Fountain Hills Fire/ Berge Ford F150		BER10601	TFH	Feb 4, 2019		NET30

Year	Make	Model	Color	State Contract #
2019	Ford	F150-		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
1.00	LBAR03040 / D6RRRBBB	Dominator 6LED R/R/R/B/B/B *** Bed ARE Fusion Cover ***	370.3000	N	370.30
1.00	MISC90000 / MISC	ARE Fusion Painted to match Race Red Toms *** Exterior Rear Lighting *** *** LED to Replace OEM Reverse Light ***	1,468.9500	N	1,468.95
2.00	LEDS03657 / ELUC3H010E	5 wire independent control UC Universal LED Insert BW *** Tail Flasher ***	66.5000	N	133.00
1.00	FLAS00022 / ETFBSSN-P	Sound Off backflash module. Ford *** Light Strip Mounted between Tail Gate and Bumper ***	38.5000	N	38.50
3.00	MISC90000 / MISC	Whelen PSD02FCR Strip Light plus duo Red White mounted rear *** Radio Items ***	120.4000	N	361.20
3.00	ANTE00364 / NMOKHFUDFME*	Twenty-Five (25) Foot Radio Coax Cable Kit with FME	19.9000	N	59.70

Quotation continued on next page ...



Quotation

Date Feb 4, 2019	Page 4
Order Number QTE0023393	

Arizona Emergency Products

3433 E Wood St
Phoenix, AZ 85040
Phone: (602) 453-9111
Fax: (602) 453-3743

Sold To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ 85204

Ship To:

Berge Ford
460 E Auto Center Dr
Mesa, AZ, 85204

Reference	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
Fountain Hills Fire/ Berge Ford F150		BER10601	TFH	Feb 4, 2019		NET30

Year	Make	Model	Color	State Contract #
2019	Ford	F150-		NA

Qty. Ord.	Item / Vendor Part Number	Description	Unit Price	Tax	Extended Price
2.00	RADI00731 / HSN4032B	Motorola Radio Speaker	70.0000	N	140.00
		*** Graphics ***			
1.00	VACC00885 / Graphics	Graphics Kit and Installation	965.2000	N	965.20
39.00	LABO90060 / LABOR	EVT Installation Labor	65.0000	N	2,535.00
1.00	INST05440 / AEP-Misc	Shop Supplies	100.0000	N	100.00
		Shipping		N	300.00
		Customer Supplied Materials/Equipment			
0.00	INST05685 / CSM	CSM Truck Bed Cargo box and slider	0.0000	N	0.00
1.00	INST05685 / CSM	CSM Remote Hand Held Motorola APX 7500	0.0000	N	0.00
1.00	INST05685 / CSM	CSM Remote Hand Held 200 Watt Siren Controller	0.0000	N	0.00

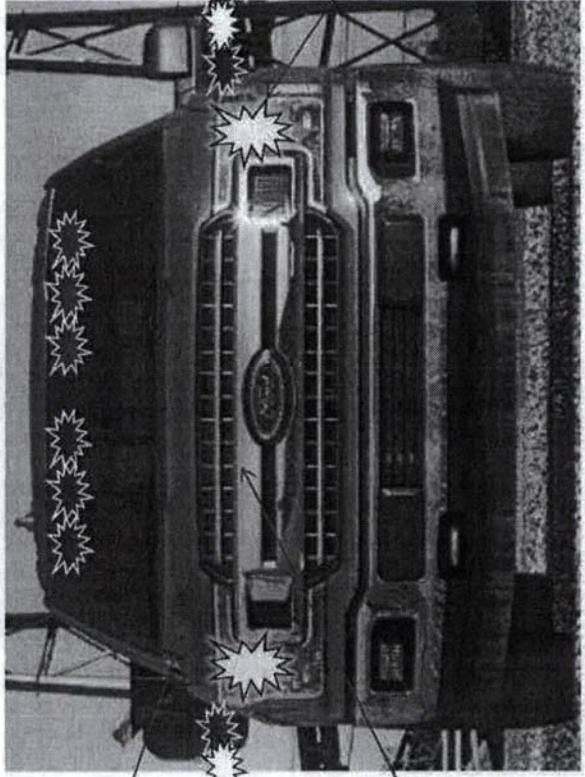
Thank you for the opportunity to earn your business	Parts	7,184.32
Terms & Conditions:	Labor / Services	2,535.00
• Estimates valid for 60 days	Trans / Trip / Fee	0.00
• Our installations are backed by a 5-year quality warranty	Shipping	300.00
• Orders will be invoiced upon notification of completion	Order Discount	0.00
• Returns subject to 25% restocking fee. No returns on special order items.	Subtotal	10,019.32
SIGNATURE (not required if PO/contract is issued) _____	Total sales tax	0.00
	Total order	10,019.32



Fountain Hills Fire Department 2019 F150 Slick Top Chief Build



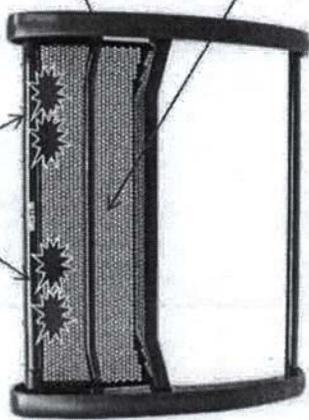
Inner Edge® DUO Windshield LB



Patrol Power wiring harness - fuse box



Red/Blue LED



Westin Push Bumper



Opticom Emitter



Intersector Under Mirror LED R/B/W



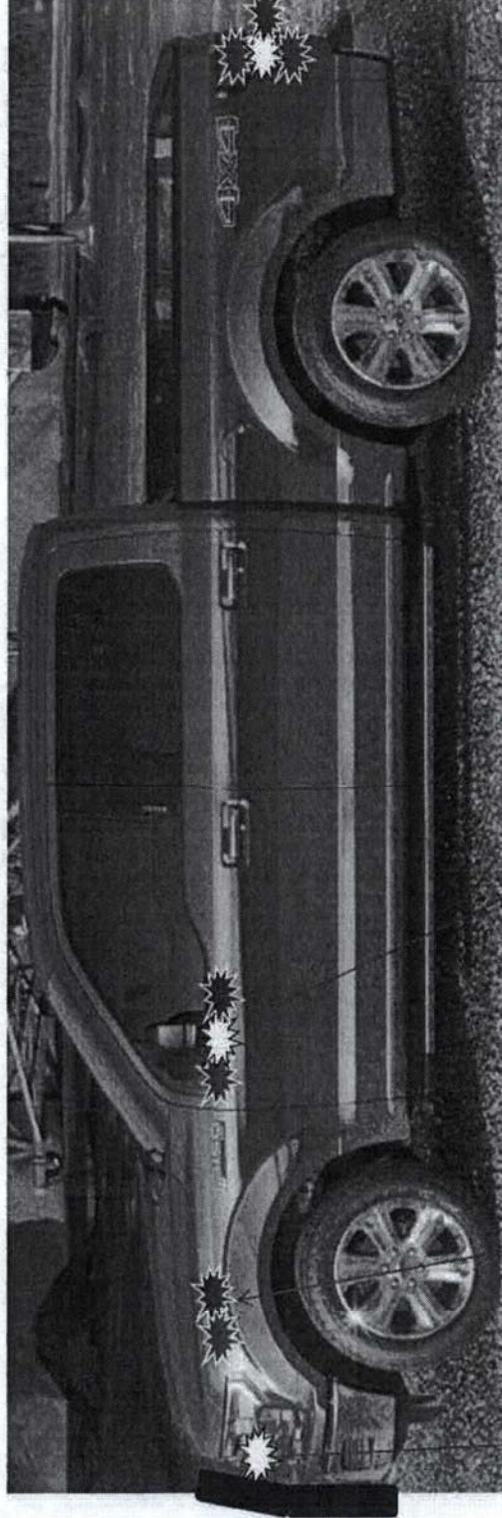
Headlight Flasher



Fountain Hills Fire Department 2019 F150 Slick Top Chief Build



AER
A SONCELL NA COMPANY



Headlight Flasher



Red/Blue LED



Intersector Under
Mirror LED
R/B/W



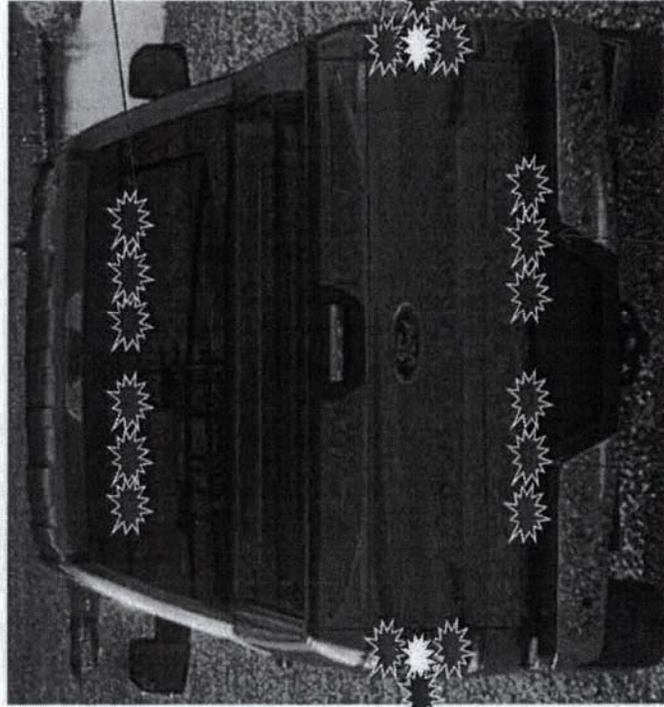
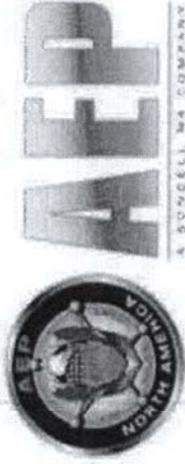
Taillight Flasher



Blue/White
LED Insert
To Replace
OEM Reverse
Light



Fountain Hills Fire Department 2019 F150 Slick Top Chief Build



Blue/White LED Insert
To Replace OEM Reverse
Light

Dominator™ TIR3™ Super-LED
Red/Blue



Taillight Flasher



Strip-Lite™ Plus Surface Mount Super-LED



Fountain Hills Fire Department
2019 F150 Slick Top Chief Build



AER
A RONCELLI NA COMPANY

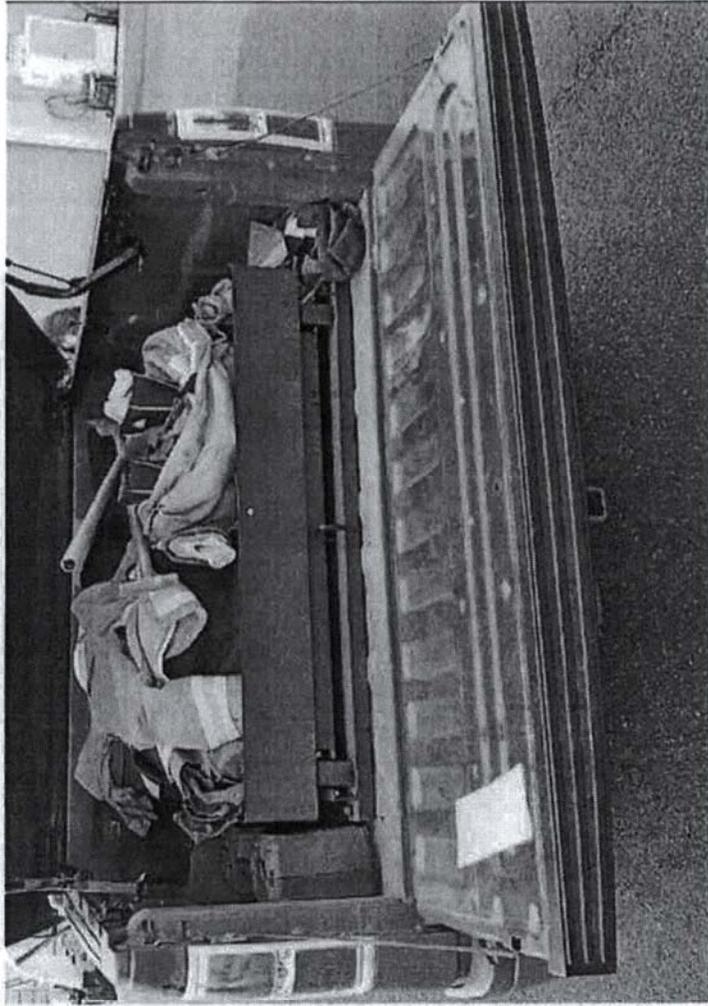
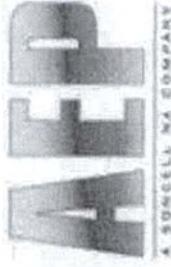
Race Red Painted Tonneau Cover





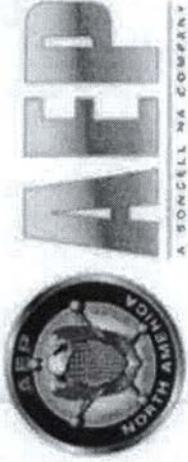
Fountain Hills Fire Department 2019 F150 Slick Top Chief Build

CSM Cargo Box Moved from 2009 F150
to mount in 2019 F150 Bed Under
Tonneau Cover





Fountain Hills Fire Department
2019 F150 Slick Top Chief Build



CSM Hand Held Radio



CSM Hand Held Siren Controller

