

Altec Industries, Inc.
Bidder's Name

DIGGER DERRICK - CRANE - BUCKET TRUCK
(REQUEST FOR BID #2003137)

BID FORM

City of Mesa Purchasing Division
20 E. Main Street, Suite 150
P. O. BOX 1466
Mesa, AZ 85211-1466

We propose to furnish you with the following described materials as per your Request for Bid #2003137.

Quantity	Description	Total Price*
1 ea.	Digger derrick / crane / bucket truck combination vehicle per attached specifications	\$ 129,370.00
	Cab - Chassis Mfg/Model:	
	Freightliner/M2 106 4x2	
	Utility Body Mfg/Model:	
	Altec/SLS-158-120	
	Digger Derrick Mfg/Model:	
	Altec/D947-TR (includes platforms)	
	Aerial Bucket Mfg/Model:	

* FOB Destination; City to add applicable sales or use tax and fire tax. Bidder are advised that the City is exempt from federal excise tax; please do not include such tax in the price above. Exemption certificates will be furnished upon request.

These materials can be delivered within 180-210 days after receipt of an order.

This bid is subject to acceptance for ninety days (not less than 90 days).

Payment terms are: net thirty (30) days (not less than net 30 days).

Does bidder agree to honor the prices, terms and conditions to other agencies as specified in section 1.12?
 Yes No (A "no" answer will not disqualify your bid.)

I hereby certify, by my signature below, that I have read and understand the terms and conditions stated herein, as well as its attachments, and any referenced documents. I further certify that the company I represent will accept such terms and conditions in a resulting contract if selected by the City of Mesa.

I certify that I am an officer or duly authorized agent of the bidder named below with full power and authority to submit binding offers for the goods or services as specified herein.

I certify that the prices offered were independently developed without consultation or collusion with any of the other Bidders or potential Bidders, and without any offer of gifts, payments, or other consideration to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and/or goods/materials covered by this RFB.

DIGGER/DERRICK – CRANE – BUCKET TRUCK

GENERAL DESCRIPTION/REQUIREMENTS:

The following specifications describe a combination Digger/Derrick, Crane, Bucket Truck and Utility Body, mounted on a class 8, conventional cab/chassis. The complete unit will be used for the construction and maintenance of energized electrical lines. The unit must be capable of continual use in ambient temperatures as high as 120° F. The unit shall be new, the manufacturer's latest production model and meet or exceed the following minimum requirements.

NOTE: A demonstrator model may be considered acceptable. If a bid for a demonstrator model is submitted, it must be a second bid, separate and apart from the bid on a complete new unit. A new unit is preferred.

NOTE: At the request of the City of Mesa and prior to the actual award of the contract, vendors may be required to provide a demonstrator unit for evaluation by both the user department and fleet maintenance.

I. CAB & CHASSIS

Description:

The unit shall be a conventional cab and chassis design, 35,000 lbs. GVWR minimum, equipped with a diesel engine, and automatic transmission. The chassis shall be specifically engineered for mounting a combination telescopic digger/derrick 15,000 lb crane, aerial lift bucket and a utility body.

Vendor compliance: _____ COMPLY

Wheel base and CA Dimensions:

A standard wheelbase, approximately 188", for a usable cab to axle (CA) dimension of approximately 120" is desired. The vendor is to specify the exact wheelbase and CA for the unit bid.

Wheelbase: _____ 186 inches

Cab to Axle: _____ 120 inches

Frame:

The steel frame shall be engineered and designed for both on-road and off-road applications. The frame assembly must be capable of withstanding repeated side loads of up to the maximum capacity of the boom assembly. Additional cross-members or frame sleeves are acceptable to ensure sufficient frame strength. Two heavy-duty, frame mounted tow hooks shall be installed on the front of the vehicle.

Vendor compliance COMPLY. 17.2 Section Modulus/2,050,00 in-lbs RBM/ 120,000 psi Y.S.

Axles and Suspension:

The axles and multi-leaf spring suspension shall meet or exceed the following minimum capacities.

Front: 14,000-lbs. Minimum, with shock absorbers and oil bath hubs.

Rear: 21,000-lbs. Minimum.

Electric Division
DiggerDerrick/Crane/Bucket Truck
May 1, 2003

Vendor to provide:

Steer Axle Manufacturer: Meritor

Steer Axle Model: MFS 14 143A

GAWR Front: 14,000-lbs

GAWR Rear: 21,000-lbs

Differential:

The rear differential shall be a single speed, single reduction with a gear ratio designed to attain a maximum cruising speed of 65 mph.

Vendor to list differential make Meritor

Vendor to list differential model RS 21 145

Vendor to list differential ratio 5.57

Vendor to list top speed 69 M.P.H.

Brakes:

A heavy-duty air brake system to meet all Federal Motor Vehicle Safety Standards shall be installed. Brakes shall be of the S-cam type with automatic adjusting slack adjusters. Gunitite brand preferred. Parking brake shall be the spring loaded "maxi" type. The truck shall be equipped with factory ABS

Vendor compliance COMPLY

An air-over-electric brake controller and associated wiring to the trailer connector is required

Vendor compliance COMPLY

The air compressor shall be rated at minimum of 16.5 CFM. A Bendix AD-9 air dryer shall be installed in a location, which is easily accessible for servicing.

Vendor compliance COMPLY

Steering:

Hydraulic power assist steering required

Vendor compliance COMPLY

Tires and Wheels:

Tires and wheels shall be size 11R22.5. Tires shall be Goodyear G286 load range "H". Steel, Budd style, hub piloted wheels are required.

Vendor compliance 12R tires are required to use with 14,000-lbs FAWR.

Michelin XZE tires are installed at the front axle, and
Michelin XDE M/S tires are installed at the rear axle.

Cab:

The cab shall be equipped with the following equipment as a minimum:

Variable speed (2-speeds minimum) electric windshield wipers and washers
Factory installed air conditioning

Tinted windows

Dual inside-mounted sun-visors capable of swinging to the side,

Deluxe cab and engine compartment insulation

AF/FM radio

Glove box or storage compartment

The drivers seat shall be a Bostrum Model #905 or #915 air ride seat with adjustable lumbar support with a two man bench seat. If this configuration is not available, a 3-man bench seat is acceptable.

Seat(s) shall be covered in heavy-duty cloth upholstery.

West coast type outside mirrors (both sides),

Interior and exterior grab handles (both sides),

Rubberized floor mat

Dome light,

Auxiliary power outlet (cigarette lighter)

Air horn(s).

Vendor compliance _____ COMPLY

Furnish all the standard instruments and gauges including:

Oil pressure gauge,

Coolant temperature gauge

Air pressure gauges

Speedometer,

Odometer,

Tachometer,

Fuel gauge

Volt meter

Hour meter activated by engine operation.

A second hour meter to track PTO operation shall be installed in the cab in a convenient, easily readable location.

Vendor compliance _____ COMPLY

Electrical:

The truck shall be equipped with a minimum of two 12-volt, heavy-duty batteries (1900 CCA total, minimum), and a minimum 160 AMP alternator, Delco or Leece Neville brand preferred. The batteries shall be housed in a step type battery box. Mounting on either side is acceptable to provide the shortest route to the starter.

Vendor compliance _____ COMPLY

A total of three 12 VDC auxiliary power outlets shall be installed. One shall be installed at the front of the vehicle, curbside. One shall be installed in the utility body in the curbside access step area. A third shall be installed at the rear of the utility body on the curbside. All outlets shall be weatherproof.

Vendor compliance _____ COMPLY

Paint:

The entire unit, including the white fiberglass, shall be primed (where applicable) and painted the same white color as the cab. The preferred paint is Imron, applied in accordance with the manufacturers instructions.

Vendor compliance _____ COMPLY

Engine:

An electronically controlled diesel engine which provides a minimum 275 HP and 800 lbs-ft. gross torque shall be installed. The engine shall meet all applicable FMVSS, ADOT, and EPA standards as applicable. The derrick manufacturer shall provide a power distribution point to interface with the truck onboard computer system. The power distribution point must have individual diagnostic capabilities to isolate the truck from the body components.

Vendor compliance _____ COMPLY

A CAT 3126E diesel engine, with 275HP and 800 lb-ft torques is furnished.

Engine Shutdown Device:

The engine shall be equipped with a shutdown device and alarm with automatic override to monitor oil pressure, coolant level, coolant temperature, and transmission oil temperature. The device shall provide audible and visual alarms when engine low oil pressure, high coolant temperature or low coolant level, or high transmission temperature conditions become harmful to the engine or its components and shall provide automatic engine shutdown in the event these conditions become critical. An override feature shall be included to allow the engine to be restarted and run for 30-45 seconds after shutdown has occurred. The visual and audible components of the device shall be installed in the instrument panel.

Vendor compliance _____ COMPLY

Cooling System:

The truck shall be equipped with the largest capacity, heavy-duty radiator and cooling system available for this size/configuration truck equipped with factory air conditioning. The radiator/cooling system must be capable of maintaining safe operating temperatures in a sustained idle/high idle situation in ambient temperatures as high as 120°F while using full hydraulic power. All cooling system hoses must be Gates Blue Stripe. A hydraulic system cooler is also acceptable to ensure safe operating temperatures.

Vendor compliance _____ COMPLY

Exhaust System:

The vehicle shall be equipped with a horizontal, "under body" exhaust system

Vendor compliance _____ COMPLY

Fuel System:

Vendor to furnish a step style fuel tank with a minimum capacity of 50 gallons. The tank shall be mounted on the opposite side of the chassis from the battery box. The truck shall be equipped with a Fleet Guard or Racor fuel/water separator appropriately rated for the engine's fuel demand

Vendor compliance _____ COMPLY

Transmission:

An automatic transmission with 5-speeds forward and 1-speed reverse is required. The transmission shall be of the "Allison MD-3560P" series with right side 6-bolt PTO opening. The push button transmission shift control shall be conveniently located for operator accessibility.

Vendor compliance _____
COMPLY

Back-up Alarm

A Preco brand, model 1040 variable decibel back up alarm shall be installed and wired to automatically activate whenever the transmission is placed in reverse or whenever the outriggers are extended or retracted.

Vendor compliance _____
COMPLY

Mud Flaps:

Mud flaps shall be installed with a ground clearance of 6". Flaps shall be installed immediately behind dual wheels at a distance far enough as to prevent tearing-off while backing over curbs and other obstructions.

Vendor compliance _____
COMPLY

II. UTILITY BODY

The utility body shall be fabricated from hot-dipped, galvanized steel, with 100% iron-zinc alloy coating including:

STANDARD BODY FEATURES:

- 16-gauge outside panels
- 14-gauge end panels
- 14-gauge wheel well panels
- 18-gauge sheiving
- 20-gauge double panel doors
- 12-gauge tread-plate steel floor (four-way pattern)
- 12-gauge galvanized tread-plate on top of body compartments
- Structural channel sub-base with 3" cross members

Neoprene molding is installed on wheel well cutouts

Prime painted. Steel is pre-treated for superior primer adhesion and rust resistance.

Wheel Chock Holder – installed each side in fender panel. Diamond Rubber Products Model #5000 wheel chocks or equivalent are required

Vendor compliance: _____
COMPLY

DOORS

All doors shall be; full double-paneled, self-sealed with built-in drainage electro zinc-plated steel hinge rod extends entire length of door, hinges are zinc-alloy attached with heavy-duty rivets. All edges are either rolled or folded for strength and safety. All doors shall have; cadmium-plated, flush-mounted, single-point, paddle latches with recessed handles, include keyed-alike locks, and adjustable two-stage

strikers. Handles are to be riveted to the outer door panel with a interior panel opening for access to handle/lock assembly. A master lock system which locks all compartments with one lever is required. Door Holder - rigid; over-center; installed in each vertical compartment. Automotive, non-porous type door seals are mechanically fastened to door facing
Door header drip rail is installed at top of body for maximum weather protection.

Vendor compliance: _____
COMPLY

Compartmentation - street side:

NOTE: Due to body design and construction, clear openings of all compartments are determined by deducting the following from the listed dimensions: 5-3/4" from top; 3" from sides; 3" from bottom.

First Vertical - 24" W - two (2) adjustable shelves; removable dividers, 4" centers
Second Vertical - 24" W - two (2) adjustable shelves; removable dividers 4" centers
Third Vertical - 24" W - five (5) swivel, J-type, material hooks, (1-3-1)
Horizontal - 56" W - vacant; except through-shelf extending to rear of service body at top
Rear Vertical - 24" W - two (2) adjustable shelves; removable dividers, 4" centers
Through Shelf - installed at top; through from second vertical to rear includes hot-stick brackets, and side-hinged (inboard) rear door

Vendor compliance: COMPLY (1st Vertical 30"W due to 120"CA.)

Compartmentation - curbside:

First Vertical - 24" W - three (3) adjustable shelves; removable dividers, 4" centers
Second Vertical - 24" W - access steps to cargo area, with grab handles;
Third Vertical - 24" W - five (5) swivel, J-type material hooks, (1-3-1)
Horizontal - 56" W - two (2) fixed shelves; removable dividers, 8" centers
Rear Vertical - 24" W - five (5) swivel, J-type material hooks, (1-3-1)

Vendor compliance: COMPLY (1st Vertical 30"W due to 120"CA.)

Rear Compartment

A single compartment approximately 24" wide and running the full length of the bed shall be centered under the utility body floor. A downward-hinged door with a paddle type latch and a lock matching the other utility body doors is required.

Vendor compliance _____
COMPLY

BODY ACCESSORIES:

Tail-Shelf - 30" L; installed on top of sub-frame extension; includes cut-out for A-frame outriggers
Cable Step - installed each side, at rear
Grab Handles - installed each side, at rear, outboard of cable step
Access Step - to compartment top; installed behind curbside compartments in cargo area
Access Step - to cargo bed area; rigid, grip-strut; installed under curbside access steps
Pole Puller Bracket - installed on curbside, auxiliary, outrigger leg
Outrigger Pad Holder - double; includes pendant stop; each accommodates two (2) 24" x 24" x 2 thick pads; installed under first vertical compartment. Four Dica Marketing, model #24242 outrigger pads are required.

Bubble Level Indicators - one (1) installed on rear face of street side compartments, and one (1) installed on cargo area face of street side compartment, close to the rear

Grab Handle – U-tube; installed each side at rear, inboard of cable step; for three (3)-point access License Plate Mounting Bracket Assembly

Vendor compliance: _____ COMPLY

TOWING PACKAGE:

Pintle Hook – Premier, Model #580; rated at 70,000-lbs gross trailer weight; installed approximately 27" above ground from center of hook
Pintle Hook Mounting Channel – 10" channel x 33-1/4" L; for Premier, Model #580 installation; includes two (2) "D" rings installed

Vendor compliance: _____ COMPLY

III HYDRAULIC SYSTEM:

A Chelsea or Muncie brand "hot-shift" PTO appropriately rated for operation of this type of equipment is required. An indicator light to show the PTO is engaged shall be installed on the instrument panel. The PTO shall be wired to the power distribution point to control transmission neutral interlock and programmed for PTO over-speed protection.

Vendor compliance: _____ COMPLY

A hydraulic oil reservoir with a minimum sixty U.S. gallon capacity shall be installed at front of cargo area, includes filter and magnetic suction separator. Oil filter change light is required to warn the operator when the return line oil filter requires changing. The warning light shall be located at the operators' panel.

Vendor compliance: _____ COMPLY

Complete Hydraulic System – included:

- Open-Center Hydraulic System
- Tandem Vane, High-Efficiency Pump
- Magnetic Separator filter
- Return-line Filter with Warning Light
- Three (3) Hydraulic Pressure Gauges – one (1) for each pressure circuit, and one for Load Indicator Gauge.

Vendor compliance: _____ COMPLY

A hydraulic dump valve to reduce the possibility accidental operation of hydraulic controls shall protect Derrick and crane hydraulic functions.

Vendor compliance: _____ COMPLY

Proportional-Hydraulic Control System -- The control panel, commutator and the pilot hydraulic system provide easy to operate controls with superior metering. Modular control components, four (4) hydraulic lines through rotation, and valves above rotation, all combine to provide an uncluttered mainframe and turret.

Vendor compliance: _____ COMPLY

Tool Circuits:

Hydraulic tool circuits shall be activated by locking hydraulic spool valve located on the curb-side of the vehicle next to the outrigger control valves.

Vendor compliance: _____ COMPLY

Hydraulic Tool Circuit -- includes:

Hydraulic Hose Reel -- spring rewind; Hannay "Narrow Series;" includes high pressure fittings and four (4)-way roller; to be mounted in the utility body at the right rear corner.

Hydraulic Hose -- high-pressure, two-wire braid; 1/2" I.D. x 50-ft L

Ball Stop -- 13/16" O.D., for 1/2" twin hose

Quick-Disconnect Couplers Set -- H.T.M.A. Parker flush-face (F.F); 3/8" NPT

Dust Cap -- female; F.F. series

Dust Cap -- male; F.F. series

Adjustable flow divider capable of up to eight (8)-GPM

Tool circuit pressure relief valve set at 2000 PSI

Vendor compliance: _____ COMPLY

Holding Valves are required on main derrick cylinders. Counter-balance holding valves shall be installed on hydraulic extension cylinders, and the boom lift cylinder. Pilot-operated check valves shall be provided on outrigger cylinders.

Vendor compliance: _____ COMPLY

Cylinders shall be equipped with quality Teflon square seals, nylon back-up rings; rod wiper rings, threaded end-glands, and chrome plated rods. Non-metallic bearings shall be installed on the pistons and the end glands.

Vendor compliance: _____ COMPLY

All major load bearing pivot point pins shall be plated, line-bored, or reamed, and pins have keepers.

Vendor compliance: _____ COMPLY

The lift cylinder shall be equipped with self-aligning bearings. All extended booms shall utilize slide bearings.

Vendor compliance: _____ COMPLY

IV DERRICK.

The entire unit must be rated for combined digger/derrick and platform use in accordance with ANSI A10.31 – 1995.

Vendor compliance: _____ COMPLY

The boom and associated components shall have an insulation rating (46 kV and below) in accordance with ANSI A10.31 - 1995

Vendor compliance: _____ COMPLY

Remote engine start/stop switches shall be installed at the operators' console and at the upper boom controls.

Vendor compliance: _____ COMPLY

The unit shall be equipped with an outrigger interlock down limit feature, which prevents the operation of the boom or winch until the outriggers are set. A two-speed throttle control shall be installed by the outrigger valves.

Vendor compliance: _____ COMPLY

The derrick shall have overload protection, which cuts off winch up, intermediate and upper boom extension, and boom down. The system installed shall automatically allow all functions to be operational again once the overload condition has been eliminated.

Vendor compliance: _____ COMPLY

The derrick shall have boom stow protection, which protects against damage resulting from excessive down pressure by cutting off stow function when the boom reaches the stowed position in saddle.

Vendor compliance: _____ COMPLY

Side Load Protection is required to protect against damage to structure, resulting from excessive side loading, through disc brake arrangement in rotation system

Vendor compliance: _____ COMPLY

PERFORMANCE RANGES:

Sheave Height (based on 40" frame height): 46.5-ft.
Horizontal Reach (from centerline of rotation): 37.0-ft.
Digging Radius: 26.7-ft.
Elevation: +80 to -18 degrees

Vendor compliance: COMPLY (Please see enclosed "Capacity Chart" for lift capacities.)

The derrick shall have a structural safety factor of Three-to One and tested so that the yield point of the structural components is not exceeded when the derrick is loaded to three times its rated capacity.

Vendor compliance: _____ COMPLY

The digging auger shall be 18" in diameter and shall have a hex hub size of 2 1/2". All teeth shall be carbide. A two-speed motor rated at minimum of 12,000 ft.lbs torque shall drive the auger.

Vendor compliance: _____ COMPLY

The pole guide arms must be capable of safely gripping poles up to 24" in diameter. Bolt on type extensions are acceptable.

Vendor compliance: _____ COMPLY

A pole guide interlock limit switch system is required. This system prevents the upper boom from extending until the pole guides are articulated to the "full-up" position.

Vendor compliance: _____ COMPLY

The winch shall be rated for 15,000-lbs. bare drum capacity. It shall be a self-locking, high torque, worm gear winch, equipped with oil-cooled brake with special provisions on drum for attaching wire rope or synthetic rope. The synthetic rope shall be New England "Spect-Set" (or equivalent) with eyes at both ends. A Gunnebo-Johnson model #9JH hook rated at nine-ton capacity is required. A Snatch Block capable of 7/8" to 1-1/8" diameter rope and rated at 9-tons is required. A two-part load line attachment on the intermediate boom is also required.

Vendor compliance: _____ COMPLY

V. BOOM

The flared boom tip shall include provisions for two-bucket attachments. Two buckets are required. Each bucket shall measure approximately 24" X 24" X 42" include an entry step and be rated at a minimum 300 lbs capacity. Buckets shall be gravity leveling and be equipped with a brake to lock the bucket in position. Stowage provisions shall be provided in the front of the utility body cargo area. Each bucket shall be equipped with a liner and hard plastic cover.

Vendor compliance: _____ COMPLY

Continuous rotation shall be provided by a high efficiency, worm gear drive, driving a shear ball bearing rotation gear.

Vendor compliance: _____ COMPLY

The hydraulically extended fiberglass boom shall include:

- Structurally capable of lifting to rated hydraulic capacity of derrick in any given position, while maintaining the derrick's full three to one structural safety factor.
- Equipped with flared steel boom tip.
- Dielectrically tested (after manufacturing) at 100 kV
- Extension cylinder is equipped with counter-balanced holding valve.

Vendor compliance: _____ COMPLY

Lower Controls – includes riding seat with palm-grip type control handle, installed curbside of turret, and three (3)-function palm-grip control panel (in lieu of standard main control panel). The boom functions operated by the palm-grip are lift, rotation, and intermediate boom extend/retract. Controls shall be lighted for nighttime operation.

Vendor compliance: _____ COMPLY

Upper Controls – transferable; includes tool circuit, power package and pole guide; controls include; Individual Levers – four (4); for lift, rotation sequential boom extensions and winch functions
Knob – for on/off (dump valve); includes automatic two (2)-speed throttle
Knob – for on/off of upper tool circuit
Remote engine start.
Controls shall be lighted for nighttime operation.

Vendor compliance: All comply excepte light at upper control panel. Since this unit is dielectrically rated, a light at the upper boom tip cannot be installed. However, a light is available at the lower control panel.

The control panel shall be lighted to allow for nighttime operation.

Vendor compliance: _____ COMPLY

The boom shall rest on a Boom Rest Assembly – modify #7016-12006 so derrick clears cab when stowed; installed behind chassis cab; includes:

Vendor compliance: _____ COMPLY

PLACARDS

Placards as required by FMVSS, OSHA, ANSI shall be permanently installed

Vendor compliance: _____ COMPLY

VI. WARRANTY:

Bidder shall state standard warranty periods and conditions. Quote terms, conditions and cost of all extended warranties offered by component manufacturers.

Basic Engine Warranty: three (3) years of 150,000 miles

Extended Engine Warranty: Please see enclosed "CAT Extended Warranty Coverage" document.

Electric Division.
DiggerDerrick/Crane/Bucket Truck
May 1, 2003

Extended Engine Warranty Cost: \$ 325.00

Basic Transmission Warranty: two (2) years

Extended Transmission Warranty: five (5) years

Extended Transmission Warranty Cost: \$ 850.00 (Includes the required synthetic transmission oil.)

Hydraulic Component Warranty: Aerial device warranty includes lifetime structural, one (1) year parts and labor, and ninety (90) days travel.

Extended Hydraulic Component Warranty: One (1) year extension on parts/labor warranty

Extended Hydraulic Component Warranty Cost: \$ 2,600.00

Vendor to state name and address of company, which will be providing warranty coverage in the local Phoenix area. Bidder shall be responsible for all warranty repairs.

Cab/Chassis warranty provider

Body, Derrick, Boom, Crane warranty provider.

Name: Atlanta Freightliner

Altec Industries, Inc.

Address: 5884 Frontage Road

325 Industrial Way

City: Atlanta

Dixon

Phone: 404-366-8044

707-678-0800

Manuals:

Two complete sets of maintenance, operations, and parts manuals for the cab/chassis, drive train, and derrick/crane/boom assembly shall be provided. The preferred manuals will be on CD-ROM. Payment for the equipment will not be made until the manuals are received.

Vendor compliance: COMPLY

**CITY OF MESA, ARIZONA
REQUEST FOR BID #<<<MARK>>>**

GENERAL TERMS & CONDITIONS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa until 3:00 P.M. MST, <<<MARK>>> , 20<<<MARK>>>, for furnishing <<<MARK>>>.

Bids must be in accordance with the provisions, specifications and bidding instructions set forth herein and will be received by the Purchasing Division until the above noted time, when they will be publicly opened and read aloud.

Bids must be made on the form provided and submitted, **IN <<<MARK>>>**, in a sealed envelope marked "BID ON <<<MARK>>>" and must be received by the Purchasing Division on or before 3:00 P.M. MST. Bids that are mailed shall be addressed to the City of Mesa Purchasing Division, P. O. BOX 1466, Mesa, Arizona, 85211-1466. Bids that are delivered in person or by courier shall be sent to the street address, 20 E. Main Street, Suite 150, Mesa, Arizona, 85201. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified. Telephone or telefax bids will not be accepted.

All telephone or personal contacts regarding information concerning this bid must be made with the Buyer Aide, Beth Fiacco, at the address above or by telephoning (480) 644-2356.

ADDITIONAL CONDITIONS OF PURCHASE

1.1

AFFIRMATIVE ACTION IN EMPLOYMENT

Any Supplier/Seller in performing under the contract shall not discriminate against any person because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice. The Supplier/Seller will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment without regard to their race, creed, color, age, religion, sex, or national origin. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Supplier/Seller shall comply with the Americans with Disabilities Act ("ADA") and applicants or employees with disabilities covered by the Americans with Disabilities Act must be dealt with in accordance with ADA requirements. The Supplier/Seller further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

1.2

DRUG FREE WORKPLACE PROGRAM

Bidders are hereby advised that the City of Mesa has adopted a policy establishing a drug free workplace for itself and as a requirement for Sellers/Contractors doing business with the City, to ensure the safety and health of employees working on City contracts/projects.

Any Seller/Contractor who is awarded a contract for all or any part of a project totaling \$25,000 or more shall require a drug free workplace for all employees working under the contract. Specifically, all employees of the Seller/Contractor who are working under a contract with the City of Mesa shall be notified, in writing, by the Seller/Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

Failure to require a drug free workplace in accordance with the Policy may result in termination

of the contract and possible debarment from bidding on future City of Mesa contracts/projects.

1.3 F.O.B. POINT & RISK OF LOSS

Bid prices shall be F.O.B. the City of Mesa Warehouse or other designated location within the City of Mesa as specified by our purchase order. **All shipping or transportation costs shall be included in the unit price, rather than listing as a separate line item on the invoice.**

Seller agrees to bear all risks of loss, injury, or destruction of goods and materials ordered as a result of this Request for Bid which occur prior to delivery to and acceptance by the City; and such loss, injury, or destruction shall not release Seller from any obligation hereunder.

1.4 PRICE

Bidders must insert the price per unit (excluding sales tax) and the extensions (excluding sales tax) against each item in their bids. In the event of a discrepancy between the unit price and extension, the unit price will govern. Prices are to be firm and fixed for the duration of the contract unless provisions to the contrary are included herein.

Conditional bids are not acceptable. All pricing shall be firm except where otherwise provided by the specifications, and include all freight, insurance and warranty costs. Where multiple line items are listed, the City reserves the right to award in the manner best suited to its interests, whether by line item or "all or none" unless provisions to the contrary are stated elsewhere herein.

The Bidder guarantees that the City of Mesa and participating agencies are receiving the lowest price offered by your company to other customers for similar items at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, the supplier/seller shall offer to extend the lower price to the City of Mesa and other participating agencies.

In the event of a general price reduction by the manufacturer, distributor or seller which occurs after the award of a contract for goods or services covered by this bid, the seller agrees to promptly notify the City of the price reduction and to extend the reduced prices on the undelivered balance of goods and materials or services to the City. The City may elect to perform market surveys to ensure all price decreases have been passed through the City. If an industry standard decrease has taken place and was not passed on to the City, the City may submit a claim for the overage and/or terminate the contract.

1.5 ALTERNATE BIDS

Unless the enclosed specification and/or bid form are marked "NO SUBSTITUTE", the words "or equal" are understood whether stated or not after each article giving manufacturer's name or catalog reference or on any patented article. Where brand names or manufacturer's names are used in these documents, they are intended to establish a standard of quality of goods and materials, equipment function, and/or process. There is no intent to limit competitive bidding. The decision of the City of Mesa as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, Bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of items to be furnished. Otherwise, the bid will be construed as submitted on the identical item as specified. Unless otherwise specified, all equipment, rolling stock, accessories and optional items listed herein shall be the manufacturer's standard product or design. Any modifications, alterations or after market additions proposed by the seller shall be fully disclosed as part of the bid.

The Bidder shall state if the goods and materials being bid complies with the bid specifications. If the goods and materials being bid varies in any part from the specifications, the Bidder will list specifically the deviations. Failure to comply in this regard will, if detected, result in having your bid rejected. If the failure of the bidder to disclose deviations is not detected prior to the City making an award to the successful bidder and receiving goods or materials pursuant to the contract, the City shall have the right to terminate the contract after ten (10) days notice to the Seller, during which time the Seller shall have the right to present whatever evidence or information it has that the goods and materials do not deviate from the specifications. If the Seller does not contest the fact that the goods and materials deviate from the specifications within the ten (10) day period, or if after hearing from the Seller the City makes a determination that goods and materials do vary from the specifications, with the City's determination being final, the City shall have the right to retain all goods and services received from the Seller without payment of the price thereof to the Seller. The City may also remove the offending Seller from the bid list for future consideration for a period of time not to exceed three (3) years.

1.6 CONTRACT TYPE, QUANTITIES

Supply Contracts: If the document title includes the words "Supply Contract for", this request for bid will establish a contract(s) for an indefinite quantity of goods and/or services, to be furnished over the entire term of the resulting contract(s). The initial term will be for three years, effective on or about <<<MARK>>> with a two-year renewal option. Pricing for supply contracts shall be firm for a period of at least one year. Thereafter, the Contractor may request that the City adjust prices/fees by the twelve month change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics (Internet address: <http://stats.bls.gov/cpihome.htm>).

Such requests for price adjustment shall be limited to one per year, must be made in writing, and shall offer thirty days advance notice before becoming effective. The City shall review the request and respond to the adjustment in writing; such response and consent shall not be unreasonably withheld. After two years and again at the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties, after review of appropriate documentation. At the end of the initial term, the City, at its sole initiative and option, may renew a supply contract for an additional two-year period. Renewal pricing shall be firm for at least one year, and may be adjusted thereafter as outlined in paragraph one of section 1.6 above.

Single Purchase Contracts: If this document is not labeled "Supply Contract for", this request for bid will establish a contract(s) for the specified quantities of materials and/or services, to be furnished or delivered as soon as practical, or as otherwise described in the specification or special terms. The City reserves the right to purchase additional quantities of any goods and/or materials listed herein at the bid price for a period of one year after the bids are opened.

Quantities: Where quantities are listed, they represent the City's best estimate of its requirements, but shall not bind the City to purchase, accept or pay for more than its actual needs, nor for any item for which funds are not available.

1.7 WARRANTY & SAMPLES

Upon request, Bidders are required to furnish a sample of the goods and materials and/or service to be supplied. Any sample submitted shall create an express warranty that the whole of the goods and materials and/or service shall conform to the sample submitted. All samples become the property of the City at no charge unless designated otherwise by the Bidder.

Unless otherwise specified, all goods and materials delivered or services performed shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship. At any time during the period, if a defect should occur in any item, that item shall be repaired or replaced by the Seller at no obligation to the Buyer, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The Bidder expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. All warranties shall survive acceptance and payment by the City.

The warranty period shall start from the installation date on installable equipment, but not later than 60 days from receipt of the equipment. The vendor shall bear the return shipping of equipment which becomes inoperative during the warranty period or which does not meet the specification of the City of Mesa.

ALL WARRANTY EXCEPTIONS MUST BE CLEARLY STATED IN THE BID RESPONSE

1.8 LAWS & ORDINANCES

The Seller shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Seller shall remain fully informed of existing and future Federal, State and local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Where applicable, Seller shall also comply with all applicable OSHA regulations, and in particular, those set forth in Title 29 of the Federal Code of Regulations, Section 1910.1200 "Hazard Communication".

1.9 HOLD HARMLESS AGREEMENT & INSURANCE REQUIREMENT

The Seller agrees to defend, hold harmless and indemnify the City, its officers, employees and agents against all losses, claims, actions, judgements and all liability for injury to persons, including wrongful death, damage to property or both occurring during or in consequence of the performance of this contract where such injury or damage is related to any defect in the goods and materials and/or service delivered or to the action or negligence of the Seller, Seller's employees, subcontractors or agents. The City assumes no liability, obligation or responsibility of any nature whatsoever in connection with this contract except for payment of price or consideration as stated or referred to herein.

The Seller warrants that all goods or materials to be supplied and all work done under the contract must be delivered free from any third party rights, including without limitation, any existing or future patents, copyrights, trade secrets or other proprietary rights. The Seller agrees to defend, indemnify and hold harmless the City, its officers, employees and agents from and against all damages, losses and costs that may be assessed against or borne by the City by reason of any such third party rights. The Seller further agrees that if awarded the contract, they will pay and discharge any and all judgements or decrees which may be rendered in any such suit, action or proceedings against the Buyer and which are related to this contract.

Seller shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract. The City may at its option require the successful bidder to present certificates of insurance to verify adequate coverage for the above mentioned risks. Insurance verification is generally required for the purchase of goods and materials custom manufactured to unique specifications provided by the City of Mesa. All insurance certificates are subject to review and approval by

the City's Risk Management Attorney.

If the City requires a Certificate of Insurance to be furnished, the seller's insurance shall be primary of all other sources available and upon request, the City is to be named as an additional insured. When the City is a certificate holder, the seller agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without thirty (30) days advance written notice to the City.

1.10 AWARD CRITERIA

The City of Mesa cannot entertain bids for any item that does not meet any of the following standards, where applicable: OSHA, State of Arizona, National Electrical Code, National Fire Code. Further, all rolling stock shall meet all DOT and EPA requirements.

If this bid is not properly signed or if any changes are not initialed, it will be considered nonresponsive. Please "line through" rather than erase changes. Bids must be filled out in permanent ink, by typewriter or computer and shall be signed in permanent ink. Pencil is not acceptable.

The City will accept the bid(s) which appears to be in its best interest, and matters other than price will be considered in determining the award. No binding contract will exist between the bidder and the City until the City executes either a written purchase order or a contract.

The City of Mesa reserves the right to accept or reject any or all bids or parts thereto, to waive any informalities in any proposal and to reject the bid of any individual or firm who has been delinquent or unfaithful to any contract with the City of Mesa.

1.11 TERMINATION AND OTHER REMEDIES

Default: In case of default by the Bidder, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.

Conflict of interest: The City Manager or his authorized agent may cancel any resulting contract(s) from this request within three years after award, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the City of Mesa becomes an employee or agent of the contractor as defined by A.R.S. 38-511.

Termination upon notice: The City reserves the right to terminate any resulting order or contract upon sixty (60) days written notice. The City will be responsible only for those standard items which have been delivered and accepted.

Fiscal Funding: As a governmental agency which relies upon the appropriate of funds by its governing body to satisfy its obligations, the governmental fiscal funding clause will apply.

1.12 COOPERATIVE USE OF CONTRACT

The City of Mesa has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. 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.

1.13 MISCELLANEOUS

All bids received after the time stated in paragraph one shall not be considered and will be returned to the Bidder. The Bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa or any private courier, regardless whether sent by mail or by means of personal delivery. The Bidder agrees to accept the time stamp in the City Purchasing Office as the official time. The Bidder assumes responsibility for having the bid deposited on time at the place specified.

Bidder certifies that he/she has read, understands, and will fully and faithfully comply with this invitation for bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation or collusion with any of the other bidders or potential bidders, and without any offer of gifts, payments or other consideration to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement of the materials and/or services covered by this contract.

The Bidder acknowledges that the City of Mesa is a public entity, subject to Arizona's public records law (A.R.S. section 39-121 et. Seq.). Submission of a bid constitutes agreement to waive all rights of confidentiality for any aspect, part or portion of the bid. Bidder hereby grants the City of Mesa permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the Bidder. The City of Mesa's right to copy shall be for Mesa's internal use in evaluating the bid, or in response to a public records request under Arizona's public records law or to a subpoena or other judicial process.

In the event only one bid is received, the City may require that the Bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

No contract awarded pursuant to a bid submitted in response to this request may be assigned either in whole or in part without first receiving written consent of the City. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the contract.

This contract shall be governed by the law of Arizona. The forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

09/03