

| Contract# | Commodity | Vendor Name | Expiration Date | Renewals Remaining | Status | Originator | Proc Officer |
|-----------|--|--|-----------------|--------------------|--------------|-------------|--------------|
| 2012231 | Emergency Equipment and Installation Se LSH Lights | Emergency Equipment and Installation Se LSH Lights | 03/31/2017 | 1 One-Year | Renewed | Mesa | Darryl |
| 2011026 | Emergency Notification System | SWN Communications Inc | 09/30/2016 | 1 Two-Year | Under Review | Mesa | Brandy |
| 2015290 | Emergency Pump Rental Services | Western Oilfields Supply Company dba Ra Water Movers Inc | 08/31/2018 | 2 One-Year | Active | Mesa | Brandy |
| 2009145 | Emergency Transportation Services, Regi | Southwest General, Inc. dba Southwest A | 08/31/2018 | 2 One-Year | Active | Mesa | Brandy |
| 2015182 | Employee Assistance Program | ComPsych Corporation | 11/29/2020 | None | Active | Mesa | Sharon |
| 2016015 | Employee, Temps & Volunteer Drug Sc | Southwest Laboratories, Inc. | 12/31/2018 | 2 One-Year | Active | Mesa | Sharon |
| 2014118 | Endpoints, Itron | Itron Inc | 07/31/2016 | None | Under Review | Mesa | Sharon |
| 2013119 | Envelopes, Evidence | Culvacac Ltd dba Bags of Bags | 02/28/2017 | 2 One-Year | Active | Mesa | Kristy |
| 2015229 | Escrow and Title Services, Real Property | Security Title Agency Inc | 08/31/2016 | None | Under Review | Mesa | Sharon |
| 2014004 | Event Booking System, Hosted Online | Ungerboeck Software International | 10/31/2018 | 2 One-Year | Active | Mesa | Paul |
| 2014217 | Eyewear, Prescription Safety | Airgas USA, LLC | 03/31/2020 | 5 One-Year | Active | Mesa | Paul |
| 2016044 | Fasteners, Hardware and Electrical Suppl | Sid Tool Company Inc dba Class C Solutio | 07/10/2017 | 2 One-Year | Active | Mesa | Sharon |
| 2014222 | Fence and Gate Repair/Installation | Empire Fence LLC | 07/10/2017 | 2 One-Year | Active | Mesa | Sharon |
| 2015033 | Fertilizer | Biddle & Brown Fence, Co. | 07/10/2017 | 2 One-Year | Active | Mesa | Sharon |
| 2014171 | Filter Membrane Panels | J.R. Simplot Co. dba Simplot Partners | 10/31/2017 | 2 One-Year | Active | Mesa | Darryl |
| 2014290 | Filters, Air for HVAC | Krueger | 07/20/2017 | None | Active | Mesa | Brandy |
| 2016192 | Financial Advisory Services | Lott Enterprises, Inc dba Pure Air Filter Sal | 01/12/2018 | 2 One-Year | Active | Mesa | Brandy |
| 2009173 | Financial Systems Replacement | Hilltop Holdings dba First Southwest Comp | 12/31/2020 | TBD | Active | Mesa | Sharon |
| 2014007 | Fingerprinting Services | CGI Technologies & Solutions | 03/24/2018 | 2 One-Year | Active | Mesa | Paul |
| 2014173 | Fire Apparatus and Replacement Parts, P | Arizona Livescan LLC | 12/31/2016 | 2 One-Year | Active | Mesa | Sharon |
| 2012250 | Fire Equipment and Supplies | United Fire Equipment Co | 03/31/2019 | 1 Three-Year | Active | Mesa | Brandy |
| 2012023 | Fire Extinguishers and Related Service | LN Curtis and Sons | 04/30/2016 | 1 Two-Year | Rebidding | Mesa | Brandy |
| 2014097 | Fire Hoods, Carbon Fabric | Municipal Emergency Services | 04/30/2016 | 1 Two-Year | Rebidding | Mesa | Brandy |
| 2015273 | Fire Personal Protective Equipment,Clean | American Fire Equipment Sales & Service | 09/26/2016 | None | Under Review | State of AZ | Brandy |
| 2013063 | Fire Protection Equipment Maint. & Repai | LN Curtis and Sons | 01/28/2016 | 2 One-Year | Under Review | Mesa | Brandy |
| 2016006 | Fire Protective Clothing | Metro Fire Equipment | 08/31/2018 | 2 One-Year | Active | Mesa | Brandy |
| 2016149 | Fire System Cold Water Meters | United Fire Equipment Co | 09/30/2016 | 2 One-Year | Will Renew | Mesa | Paul |
| 2013047 | Firefighting Foam | National Meter & Automation, Inc. | 08/31/2018 | 2 One-Year | Active | Mesa | Brandy |
| 2012196 | Fitness Equipment & Supplies, Commerci | Mueller Systems, LLC | 03/31/2019 | 2 One-Year | Active | Mesa | Kristy |
| 2016060 | Ford SUV Explorer | LN Curtis and Sons | 03/31/2019 | 2 One-Year | Active | Mesa | Kristy |
| | | Fitness Equipment & Supplies, Commerci | 04/30/2016 | 2 One-Year | Under Review | Mesa | Brandy |
| | | Berge Ford Inc | 09/30/2017 | 1 Two-Year | Active | Mesa | Brandy |
| | | | 11/22/2017 | None | Active | Mesa | Darryl |

INVITATION FOR BIDS # 2012231
Emergency Vehicle Equipment and Installation Service

November 1, 2012

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa (City) until **3:00 PM, Local Time, November 26, 2012** to provide **Emergency Vehicle Equipment and Installation Services for Police Vehicles**.

Brief Description: The City of Mesa is soliciting bids from qualified vendors for a term contract to provide specialized turnkey Emergency Vehicle Equipment and Installation Services for police patrol vehicles for the City of Mesa's Police Department on an as-needed and/or as-requested basis.

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

Bid packets, any attachments and addenda are available for download at www.mesaaz.gov/purchasing.

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

Mesa's Procurement Policies and Rules are available on the Purchasing Division's website at www.mesaaz.gov/purchasing.

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

General or Process Questions:

Pat Fels
Buyer Aide
Purchasing
(480) 644-2655 Fax
pat.fels@mesaaz.gov

Technical Questions:

Darryl Woodson
Senior Buyer
Purchasing
(480) 644-2655 Fax
darryl.woodson@mesaaz.gov

INSTRUCTIONS

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or designees or the Purchasing Administrator. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than five (5) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes No

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: November 26, 2012

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

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

i.5 **BID FIRM TIME:** 120 Days from Opening

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

i.6 **BID SECURITY:** Yes \$ 0.00 No

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

PERFORMANCE SECURITY: Yes \$ 0.00 No

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

INSTRUCTIONS

i.7 **SUBMIT BIDS TO:** Use label at the end of this solicitation package

FOR US POSTAL SERVICE ONLY:

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

FOR HAND DELIVERIES, FEDEX, UPS, DHL OR OTHER COURIER SERVICES (NOT USPS)

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

Bids will be received publicly at this address. Bidders may mail or hand-deliver bids. E-mail or fax submissions will not be accepted. Due to US Postal Service regulations, mail addressed to the street address will be returned to the sender by the USPS.

No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

i.9 **LOBBYING PROHIBITION.** Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the City, including but not limited to the City Council, employees, and consultants hired to assist in the solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the solicitation until the City cancels the solicitation, rejects all responses, awards a contract or otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any City Council meeting, study session or Council committee meeting.

This prohibition shall not apply to vendor-initiated communication with the contact(s) identified in the solicitation or City-initiated communications for the purposes of conducting the procurement including but not limited to pre-bid conferences, clarification of responses, presentations if provided in the solicitation, requests for Best and Final Proposals, contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their response depending on the nature of the violation.

i.10 **LAWFUL PRESENCE IN THE UNITED STATES.** Arizona Revised Statutes §1-502 requires that all Persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. Person is defined as a Natural person and therefore excludes Limited Liability Companies, Corporations or Partnerships as indicated on your W-9 form.

Individuals or Sole Proprietorships must complete the affidavit in the "Vendor Information" section of this solicitation. Offers that fail to provide a completed affidavit and any required attachments may be deemed non-responsive.

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- i.11 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.
- i.12 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.
- i.13 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.14 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product is meets the minimum standards or is equal to the brand name product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.
- i.15 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.16 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A bid from a bidder who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- i.17 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at

INSTRUCTIONS

any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

- i.18 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.
- i.19 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.20 **CONTRACTOR ETHICS.** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

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

- a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
 - b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
 - c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.
- i.21 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
 - i.22 **PROTESTS AND APPEALS.** If a bidder objects to any provision of the solicitation, and/or believes the City improperly rejected its bid, or believes the selected bid is not in the City's best interests, the bidder may submit a written protest.

Protests must be received within seven (7) calendar days after the bidder knows or should have known of the facts giving rise to the protest.

Bidder must submit the protest to the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

If the bidder believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

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

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

Address Protests and Appeals to:

PROTEST OFFICER:

Alyce Bengé
Purchasing Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

APPEALS:

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

INSTRUCTIONS – EVALUATION

- i.23 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.24 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.25 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity- e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.
 - c) **Price.** We will then evaluate the bids that have met the requirements above.
 - d) Those vendors supplying quotes, bids or proposal who have Mesa Transaction Privilege Tax license and who would be charging Mesa City TPT on the invoice if awarded, will have 1.75% removed from the taxable (item(s) for the purpose of award evaluation. Awarded vendors shall charge the full amount of tax on their invoice(s).
- This consideration does not apply to:
- Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
 - Purchases using Federal or other funds where the agreement that provided the funds precludes any local consideration or preference.
- i.26 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.27 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.28 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to the Purchasing Division's website before 6:00 PM local time on Mondays. If Monday is a holiday observed by the City, Notice will be posted on Tuesday.

INSTRUCTIONS – EVALUATION

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

STANDARD TERMS AND CONDITIONS

- S.1 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City shall be that of an independent contractor.
- S.2 **SUBCONTRACTING.** Contractor may not subcontract work without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement shall comply with its provisions. Further, all agreements between Contractor and its subcontractors shall provide that the terms and conditions of this Agreement be incorporated therein.
- S.3 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the Agreement. No granting of consent to any assignment shall relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.4 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.5 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.
- S.6 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the Materials or Services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.7 **AMENDMENTS.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.8 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.
- S.9 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor Personnel to achieve compliance prior to the Effective Date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor shall require a drug-free workplace for all Contractor Personnel working under this Agreement. Specifically, all Contractor Personnel who are working under this Agreement shall be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor Personnel and shall ensure that Contractor Personnel do not use or possess illegal drugs while in the course of performing their duties.
 - c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect applicable personnel records to verify such compliance. Contractor shall ensure and keep appropriate records to demonstrate that all Contractor Personnel have a legal right to live and work in the United States.

STANDARD TERMS AND CONDITIONS

- (i) Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
 - (ii) A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the right to inspect the papers of all Contractor Personnel who provides Services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable Federal, State and local laws and executive orders regarding employment. Contractor and Contractor Personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to the City.
- f. **No Scrutinized Business Operations in Sudan or Iran.** Contractor shall be in compliance with A.R.S. §§ 35-391 and 35-393 which prohibit Contractor from having scrutinized business operations in Sudan or Iran.

S.10 SALES/USE TAX, OTHER TAXES.

- a. Contractor shall be responsible for payment of all taxes including Federal, State, and local taxes related to or arising out of Contractor's Services under this Agreement, including by way of illustration but not limitation, Federal and State income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
- b. The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and local sales/use taxes.

S.11 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

S.12 **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to State law in response to a public records request or to subpoena or other judicial process.

STANDARD TERMS AND CONDITIONS

- S.13 **AUDITS AND RECORDS.** Contractor shall preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.14 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor Personnel who would perform Services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately.
- S.15 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City shall have final authority, based on security reasons: (i) to determine when security clearance of Contractor Personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel; and (iii) to determine whether or not any individual or entity may provide Services under this Agreement. If the City objects to any Contractor Personnel for any reasonable cause, then Contractor shall, upon notice from the City, remove any such individual from performance of Services.
- S.16 **DEFAULT.**
- a. A party shall be in default if that party:
 - (i) Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
 - (ii) Is the subject of a petition for involuntary bankruptcy not removed within 60 Days;
 - (iii) Conducts business in an unethical or illegal manner; or
 - (iv) Fails to carry out any term, promise, or condition of the Agreement.
 - b. Whenever the City in good faith has reason to question Contractor's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within 5 Days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- S.17 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy shall not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination shall be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by (i) requiring immediate reimbursement to the City (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security; if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including but not limited to administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party shall be liable for incidental, special, or consequential damages.

STANDARD TERMS AND CONDITIONS

- S.18 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- S.19 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) Days written notice.
- S.20 **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within 3 years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.21 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.
- S.22 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor shall be entitled only to payment for those Services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City shall make final payment within thirty (30) Days after the City has both completed its appraisal of the Materials and Services provided and received Contractor's properly prepared invoice.
- S.23 **NON-WAIVER OF RIGHTS.** There shall be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of the Agreement and shall not be deemed a waiver of any such rights or remedies.
- S.24 **INDEMNIFICATION/LIABILITY.**
- a. Indemnification, General. To the fullest extent permitted by Law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the Services provided by Contractor Personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor Personnel; and (iii) Contractor or Contractor Personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor shall update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and shall not indemnify or hold Contractor or any third-party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.25 **WARRANTY.** Contractor warrants that all Services will be performed in a good, workman-like and professional manner. If any Materials or Services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide Materials or redo such Services until in accordance with this Agreement and to the City's reasonable satisfaction.

STANDARD TERMS AND CONDITIONS

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

- S.26 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.27 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of Materials or Services or any Materials or Services at all under this Agreement and acknowledges and agrees that the Materials or Services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept, or pay for Materials or Services which exceed its actual needs.
- S.28 **OWNERSHIP.** All deliverables, Services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and shall not be used or released by Contractor or any other person except with prior written permission by the City.
- S.29 **USE OF NAME.** Contractor shall not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.
- S.30 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.
- S.31 **FOB POINT.** All deliveries shall be FOB destination unless otherwise agreed. Freight charged/terms shall be as agreed.
- S.32 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these Services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
- S.33 **SAFEGUARDING CITY PROPERTY.** The Contractor will be responsible for any damage to City Real property or damage or loss of City Personal Property when such property is the responsibility of or in the custody of the Contractor or its employees.
- S.34 **WARRANTY OF RIGHTS.** The Contractor warrants it has title to, or the right to allow the City to use, the Materials and Services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.
- S.35 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by Contractor

STANDARD TERMS AND CONDITIONS

hereunder or any part thereof by reason of any alleged infringement, Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.37 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected shall within 5 Days notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected shall also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) Days from the scheduled delivery or completion date of a task.

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

If required to provide services on a school district property at least five (5) times during a month, Contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor shall comply with the governing body fingerprinting policies of each individual school district/public entity. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

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

S.39 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

S.40 **NOTICES.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or sent via facsimile. If provided by personal delivery, receipt shall be deemed effective upon delivery. If sent via certified or registered mail, receipt shall be deemed effective 3 Days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt shall be deemed effective 2 Days after the sending thereof.

STANDARD TERMS AND CONDITIONS

- S.41 **GOVERNING LAW, FORUM.** This Agreement shall be governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.
- S.42 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.
- S.43 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.44 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- S.45 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, Termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

TECHNICAL SPECIFICATIONS

1. **COMPONENT LOCATIONS AND INSTALLATION INSTRUCTIONS-WIRING**

All wiring from the power distribution center must be in looms. The wiring is to pass through the firewall under the air conditioning evaporator. The wiring must go through a grommet and be sealed with clear silicone.

Recommended wiring harness to be used is Patrol Power Brand part #PP-01-0210-S or approved equal.

Additional wires to be coiled, secured, and located in the right rear quarter panel:

- Strobe Power
- Back flash power
- MDT #3
- ACT #1
- Strobe cables

Wiring Harness into the console: (all wires of proper amperage rating for the circuit they are powering). All wires shall be marked as noted in the bid specification. All wires shall be run to the appropriate location in the console.

- Main power
- Aux #2
- Bumper light
- Aux light #2
- Siren Amp
- 16 gauge solid red
- 16 gauge solid yellow
- Cell phone
- Horn ring (two horn ring wires)
- Siren speaker (two siren speaker wires)
- Map light
- Flash light
- Gunlock
- 16 gauge MDT

Wiring harness to the front of the unit

- Front light wig wags
- Push bumper strobes

2. **LIGHTING INSTALLATIONS**

Light Bar: Overhead light bar shall be mounted centered on the "B" pillar. The light bar wires shall pass through the roof, to the right front "A" pillar, down to the dash, behind the dash and into the console and the controller. The wires shall be connected to the Unitrol/Touch-Master Delta (UTMD-MB) controller in a manner to achieve the specifications outlined in item #1.

Alternating Flashing Headlights: The headlights shall be configured to alternately flash while the UTMD-MB is in the #2 position. The headlight controller listed in Item #1 will meet this need.

Intersection Clearing Strobe Lights: Front push bumper strobe lights (intersection clearing lights). The front push bumper strobe lights shall be installed on left and right sides of the push bumper. The wiring shall be run to the control box along the right fender well area, and through the firewall hole mentioned earlier. The wires shall be connected to the UTMD-B in a manner so that the lights are on with the wig-wag headlights.

TECHNICAL SPECIFICATIONS

Taillight/Backup Light Flash: The taillights and the backup lights shall be wired to alternately flash while the UTMD-MB is in the first position. The wiring shall go from the right rear quarter panel to the left side of the trunk behind the pull out trunk tray to the tail light connection.

3. **SIREN AND SPEAKER**

System to consist of the siren control head, siren speaker, mounting hardware and control cable from the speaker to the console. Siren speaker to be mounted behind the grill of the unit.

4. **CONSOLE INSTALLATION / DOCKING STATION MOUNT SYSTEM**

800 MHZ Radio Wiring Installation: The 800 MHZ radio wiring shall be pre-wired for installation in the top bay of the console. The wires shall extend out of the console a minimum of 18 inches.

UTMD-MB: The UTMD-MB shall be installed in the second bay down from the top. The wires going to the controller shall be long enough so the controller can be removed and serviced easier. All lights and sirens shall be wired as stated above.

Three 12 volt Accessory Plugs: Three (3) accessory outlets shall be installed in the bottom bay. The outlets shall be protected by 10 amp ATC fuses.

The docking station mount shall be installed for ease of adjustability by the operator. The mount system shall be located for safety. In the event of airbag deployment, the mount system cannot break free. Airbag compliant safety specs must be provided with docking station bid.

5. **PUSH BUMPERS / BARS**

All push bumper and push bar systems must be mounted using grade 8 minimum bolts. All clearing lights must be installed on outside push bumper assembly corners.

6. **PRISONER CAGE / SCREENS**

The prisoner cage and screens shall be installed in accordance with the manufacturer instructions and recommendations. If the unit is equipped with side impact airbags, the partition shall be side air bag compliant per Federal regulations and installed as to not interfere with the air bag operation.

7. **ANTENNA INSTALLATION LOCATIONS**

The antennas shall be installed as follows:

- 800 MHZ Antenna: Centered on vehicle roof behind light bar.
- GPS: Centered on vehicle roof behind light bar and 800MHZ antenna.

8. **PILOT VEHICLE**

Upon receipt of a purchase order, the bidder shall construct a pilot vehicle. The City of Mesa will inspect the pilot unit for quality in materials and workmanship and compliance to specification prior to build of the fleet order.

DETAILED SPECIFICATIONS

1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
2. **BACKGROUND.** The City of Mesa has been installing its own equipment and due to department changes, now intends to outsource its PD vehicles for the equipment and installation of that equipment to produce a turnkey police vehicle. The City of Mesa intends to have anywhere from 0-85 vehicles per year that need to be up-fitted.
3. **SCOPE OF WORK.** The City of Mesa is issuing this Request for Bid to establish a three-year contract with renewal options for the purchase and installation of emergency vehicle equipment and lighting, and to establish an hourly labor rate. Additionally this solicitation will establish a pricing structure for the purchase of emergency equipment by the Fleet Services Division without installation charges. Each line of the Price Sheet will require estimated shop hours to complete each specific area of work on equipment as-needed. In some cases, specific items will require installation labor charges that are not identified in this IFB. Special build jobs will require a quote for labor based on the contractor's hourly rate to complete the installation. This bid will be awarded on an all or none basis.
4. **MINIMUM QUALIFICATIONS.**
 - The vendor awarded the contract must have an installation/repair facility that is climate controlled and able to accommodate a minimum of twenty (20) full size vehicles. Facility must be located within 25 miles of the City of Mesa limits.
 - Automotive technicians working on the City of Mesa vehicles must be certified equipment installers.
 - Vendor must have been in business for a minimum of five years and have the proper facilities, tools, with properly trained personnel and the authority of the vehicle manufacturer to perform warranty work.
5. **NAME BRANDS.** Specific brand names of items currently utilized by the City of Mesa have been identified for use by the successful contractor. If you are bidding brands other than listed in this IFB, please indicate and include descriptive literature with your bid response. The Fleet Services Division may test alternate brands before being accepted.
6. **EQUIPMENT.** All equipment supplied pursuant to this specification must be new, unused, current production model as described in the manufacturer's published literature and specification sheets.
7. **LABOR RATE.** All labor rates quoted shall be firm and fixed for the specified contract period. The rate will be used for individual quotes on packages not identified specifically in this proposal. In all cases industry time standards will be used for comparison when requesting quotes.
8. **DELIVERY.** The successful contractor will have a Ford Motor Company, General Motors and Chrysler/Jeep "drop-ship" number and will accept all deliveries from the respective dealer and coordinate overflow vehicle delivery and parking with the City of Mesa. The contractor will receive all pre-delivery vehicles and securely store them until the vehicles are completed. Upon completion, the contractor will deliver the completed vehicles to the City of Mesa, Fleet Services Division at 310 E 6th Street, Mesa, Arizona where the vehicles will be checked out by a qualified City of Mesa technician (See Appendix A)
9. **WARRANTY.** The successful contractor must maintain a warranty location not more than 15 miles from the Mesa City limits. The warranty location will be equipped with drive up service Monday thru Friday to perform on the spot warranty repairs on equipment installed by the contractor. The warranty facility must be owned by the contractor or under contract by the contractor to perform warranty service. The contractor must have the proper facilities, special tools and properly trained personnel and the authority of the manufacturer to perform warranty work. The City of Mesa is requesting a minimum twelve (12) month warranty on all parts and minimum 5 years on workmanship from the initial in-service date as reported by the City of Mesa, Fleet Services Division.
10. **REPAIRS.** Vendor must provide repair of defective equipment within 48 hours of request by customer. Vendor must also diagnose and make appropriate repairs without leaving vehicle disabled waiting on parts.

DETAILED SPECIFICATIONS

11. **INVENTORY.** Vendor must maintain inventory levels to enable off the shelf repairs or replacements of any defective equipment. Mesa staff may conduct a site visit of the facility to verify local inventory.
12. **REPRESENTATION.** Vendor must maintain a presence in the State of Arizona and be able to respond, in person, within 48 hours for any sales or install related issues, which may arise.
13. **MAINTENANCE RECORDS.** Vendor must maintain a maintenance record of all vehicles, which are equipped. This log will include initial installation date; vehicle make/model/year/VIN/City of Mesa issued identification number along with equipment installed and any repairs or additions made by vendor the life of the vehicles while it is in service with the City of Mesa Police.
14. **RESPONSIBILITY.** Vendor shall be fully responsible for all City property in their possession including but not limited to theft, damage or misuse.
15. **INSURANCE REQUIREMENTS.**

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$3 million per occurrence/\$5 million aggregate Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence Professional Liability insurance

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without advance written notice to the City.

“Waiver of Subrogation. The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Manager.

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** January 1, 2013 through December 31, 2017.
If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.
2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
3. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

1 Two-Year renewal possible at the City's option.
4. **PRICES.** All pricing and percentages shall be firm for the term of two (2) years except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

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

During the 60-day period prior to each two (2) year anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

Renewal prices shall be firm for at least two (2) years.

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

RESPONSE ELEMENTS

1. **BID SUBMISSION** - Submit a signed original along with 2 copies of the bid in a sealed container.

Electronic Format Requested Yes (CD or Thumb Drive)

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

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

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

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

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

Listed below are the minimum specifications for the preparation and make ready of current model year Chevy Tahoe 2WD PPV with ballistic door panels. The estimated number of units to be processed in any given year will range from 0 to 85 units. Any exceptions to the specifications must be explained.

The successful contractor will supply and install all items specified in the price schedule of this IFB. Substitutions will be evaluated but will not be approved until tested for conformity by the City of Mesa.

| DESCRIPTION | YES | NO | EXCEPTIONS |
|-------------------------------|-----|----|--|
| A. Wiring Requirements | | | |
| 1. | | | All wiring and switches to be sized to amperage draw of the lights and accessory loads |
| 2. | | | All wiring to be SLX or equal, function labeled every six inches (6"). Labeling to be permanently etched into each wire, no label tags. Where applicable, all wire continuous from power source to the accessory. The Patrol Power PP-01-0210-S wiring harness is the preferred harness and meets this requirement. |
| 3. | | | All connectors to be butt type soldered and heat shrink used on all splices. |
| 4. | | | All wiring to be loomed. |
| 5. | | | Any point where wiring passes through metal the wiring to be protected by a loom or a rubber grommet and water sealant. |
| 6. | | | Wiring loom to be secured to the vehicle a minimum of every eighteen inches (18"). Wire loom ties that are "stick on" type are not acceptable. |
| 7. | | | A copy of the wiring diagram used during the build design to be provided to the City of Mesa for diagnostic reference |
| 8. | | | A heavy duty Cole Hersee #24143 200 AMP continuous duty solenoid to be supplied as the power feed for all emergency equipment installed. |
| 9. | | | A six-channel ATC fuse holder, powered by the solenoid mounted on the passenger side of the Jotto Desk console. Wiring to the components to be as per the attached wiring schematic. |
| 10. | | | Power leads to all console mounted equipment to be of adequate length to allow for removal and troubleshooting without the need to remove wire connections. City personnel find 18 inches to be sufficient. |

Vendor Name _____

Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

| DESCRIPTION | | YES | NO | EXCEPTIONS |
|-----------------------------|--|-----|----|------------|
| 11. | All electrical components provided as installed by the vendor to be wired and operational. A radio and modem power wire to be provided to the console for hookup by Mesa staff. | | | |
| 12. | Three 12 volt auxiliary cigarette type female connectors provided on the console face plate for auxiliary accessory power. | | | |
| 13. | Vehicle headlights wired to alternately flash at the drivers command. Units will be wired into the UTMD-MB controller mentioned earlier. | | | |
| B. Light Bar | | | | |
| 14. | Apex 56" assembly w/rear arrow. Sound Off model EPX3000 or approved equal. | | | |
| 15. | Vendor to supply the light bar mounting kit and all necessary hardware and materials. The light bar wiring harness where it passes through the roof of the vehicle to be protected by a rubber grommet and sealed against water intrusion with silicone sealant. | | | |
| C. Siren and Speaker | | | | |
| 16. | Unitrol / Touch-master Delta UTMD-MB full feature siren with light controls, horn-ring, and park kill feature and PA. The unit is to include plug in microphone and mounting hardware. <i>Touch-master feature controls:</i> Switch 1= Taillights, Light bar rear red/blue and amber stick in random order. Switch 2= Position 1, Light bar red/blue and wig-wag headlights. Switch 3= Position 2, Siren on if in gear, refer to park kill feature. Panel backlighting that tracks vehicle instrument panel intensity. | | | |
| D. Console | | | | |
| 17. | Base – Havis part # C-TMW-GMC-02 or approved equal. | | | |
| 18. | Unit – Havis part # C-SM-1225 or approved equal. | | | |
| 19. | Faceplate – w/ 3 cigarette plug outlets Havis part # C-LP-3 or approved equal. | | | |
| 20. | Microphone clip and bracket Havis part # C-MC and C-MCB or approved equal. | | | |

Vendor Name _____

Date: _____

TECHNICAL SPECIFICATIONS / SPECIFICATION QUESTIONNAIRE

| DESCRIPTION | YES | NO | EXCEPTIONS |
|---|--|----|------------|
| E. Push Bumpers | | | |
| 21. | Vendor to supply and install front mounted push bumpers. | | |
| 22. | Push bumper mounting bolts to be grade 8 minimum. | | |
| 23. | Intersection clearing lights placed on the left and right side of the push bar. | | |
| F. Prisoner Screen / Cage | | | |
| Supply and install a prisoner screen. Two configurations must be specified. One is a full cage and the second being half-cage. Both configurations will have ABS door panels, and window bars | | | |
| 24. | Full rear compartment cage. Roll bar type top bar and sides with Lexan window. Center section of window must slide open. Opening must have expanded metal covering for officer protection. Preferred cage is the with the lower expansion panel. | | |
| 25. | Half-cage rear compartment with ABS floor pan, Lexan side panels, side window bars and door panels. | | |
| 26. | Side window barriers. | | |
| 27. | Door panels shall be made of ABS. "No holes drilled" installation preferred method. | | |
| G. Antennas | | | |
| 28. | One 800-MHz antenna mounted on center of vehicle roof behind light bar. | | |
| 29. | One GPS antenna or contact point mounted on center of roof behind light bar and 800-MHz antenna. | | |
| H. Pilot Vehicle | | | |
| 30. | Upon receipt of a purchase order, the bidder shall construct a pilot vehicle. The City of Mesa will inspect the pilot unit for quality in materials and workmanship and compliance to specification prior to build of the fleet order. | | |

Vendor Name _____

Date: _____

VENDOR QUESTIONNAIRE

| |
|--|
| Number of years this firm has been in business: |
| Location of work facility (Minimum of 25 miles from City of Mesa limits): |
| Warranty location: Yes____ No____ If No, where is warranty work performed: |
| State Operating Hours for Drive Up Warranty/Repair Service _____ a.m. to _____ p.m. |
| Number of vehicles install facility can accommodate (Minimum of 20 inside of shop; Minimum of 50 for outside secured storage): Shop:_____ Storage:_____ |
| Authorized by Vehicle Manufacturer to perform warranty work? |
| Number of certified equipment installers (Minimum 10): |
| Required installation tools and equipment as specified? |
| Based on a City of Mesa 20-vehicle, full patrol-package up-fitting order, state delivery time after receipt of vehicles (Minimum 30 days): _____ |
| Shop must be able to apply all City-provided decals and decal packages at listed shop rate: Yes____ No____ If no, explain decal-application program: |
| Provide names, contacts and telephone numbers of three (3) organizations that have received services from your company. At least one reference must be comparable in size to Mesa's proposed contract. |
| Company Name: |
| Description of services performed (incl. date): |
| |
| \$ Value of Work: |
| Contact & Phone Number: |
| |
| Company Name: |
| Description of services performed (incl. date): |
| |
| \$ Value of Work: |
| Contact & Phone Number: |
| |
| Company Name: |
| Description of services performed (incl. date): |
| |
| \$ Value of Work: |
| Contact & Phone Number: |
| |

Vendor Name _____

Date: _____

PRICING AND COMPENSATION – SHOP HOURS

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Emergency Vehicle Equipment and Installation Service** to the City of Mesa at the price(s) stated below.

| Area of Work | | Number of Shop Hours |
|---------------------|---|-----------------------------|
| 1 | Wiring | |
| 2 | Light Bar | |
| 3 | Siren and Speaker | |
| 4 | Console | |
| 5 | Push Bumper & Lights | |
| 6 | Prisoner Screen | |
| 6a | Full Cage | |
| 6b | Half Cage | |
| 6c | Side Window Bars | |
| 6d | Door Panels | |
| 7 | Antenna Installation | |
| | | |
| | Total Number of Shop Hours | |
| | Hourly Shop Labor Rate | \$ |
| | Total Up-Fit Cost (Total Hours x Hourly Labor Rate) | \$ |

Vendor Name _____

Date: _____

PRICING AND COMPENSATION – PERCENTAGE OFF

All discounts quoted shall remain firm and fixed for the specified contract period. Discounts offered must be expressed as a single percent (%) figure for each catalog. Catalogs and published price lists must be submitted with bids. For evaluation purposes, the City will calculate an average overall percentage discount.

| | <u>Percent Discount Off Current Published List Price</u> | <u>List Price Date</u> |
|----------------------------|--|------------------------|
| PSE | _____ % | ____/____/____ |
| Hella | _____ % | ____/____/____ |
| Chamcal | _____ % | ____/____/____ |
| Trucklite | _____ % | ____/____/____ |
| Wagner | _____ % | ____/____/____ |
| Tomar | _____ % | ____/____/____ |
| BB Enterprises | _____ % | ____/____/____ |
| Target Tech | _____ % | ____/____/____ |
| ECCO | _____ % | ____/____/____ |
| GE | _____ % | ____/____/____ |
| Grote | _____ % | ____/____/____ |
| Peterson | _____ % | ____/____/____ |
| Unity | _____ % | ____/____/____ |
| Big Sky | _____ % | ____/____/____ |
| Ibistek | _____ % | ____/____/____ |
| Bussman | _____ % | ____/____/____ |
| Code 3 | _____ % | ____/____/____ |
| Federal Signal Corporation | _____ % | ____/____/____ |
| Whelen | _____ % | ____/____/____ |
| Kustom Signals | _____ % | ____/____/____ |
| Jotto Desk, Inc. | _____ % | ____/____/____ |
| Setina Manufacturing | _____ % | ____/____/____ |
| Sound Off | _____ % | ____/____/____ |
| American Aluminum Inc. | _____ % | ____/____/____ |

Vendor Name _____

Date: _____

PRICING AND COMPENSATION – PERCENTAGE OFF

| | | |
|-------------------------|---------|----------------|
| Radiotronics | _____ % | ____/____/____ |
| Patriot Enterprises USA | _____ % | ____/____/____ |
| Copeland Engineering | _____ % | ____/____/____ |
| Gamber Johnson | _____ % | ____/____/____ |
| AOI Electrical Inc. | _____ % | ____/____/____ |
| Unity | _____ % | ____/____/____ |
| Tremco Police Products | _____ % | ____/____/____ |
| Cole Hersee | _____ % | ____/____/____ |
| Havis Manufacturing | _____ % | ____/____/____ |
| _____ | _____ % | ____/____/____ |
| _____ | _____ % | ____/____/____ |
| _____ | _____ % | ____/____/____ |

**Average Percent Discount off
Current Published List Prices:** _____ %

**Based on a \$10,000 up fit parts cost,
Total cost of parts with discount:** \$ _____

**Total vehicle up fit labor cost (from
Page 26):** \$ _____

Grand Total: \$ _____

Vendor Name _____

Date: _____

PRICING AND COMPENSATION

The City will add any applicable sales tax or use tax. Sales/Use taxes should not be included in the bid prices.

FOB: Destination

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

Delivery shall be made to the location(s) contained herein no longer than 30 days after receipt of an order.

Specify number of days for normal delivery _____

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

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.24?

_____ Yes _____ No (A "no" answer will not disqualify your bid.)

Vendor Name _____

Date: _____

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

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

Exceptions (mark one):

- No exceptions
- Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

- No confidential/proprietary materials have been included with this bid
- Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Standard Terms and Conditions, section S.25). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

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

Vendor Name _____

Date: _____

CONTRACT FORM AND SIGNATURES

By signing and submitting this Bid, the Vendor certifies that:

- a) It is under no legal prohibition on contracting with the City of Mesa.
- b) It has no known, undisclosed conflicts of interest.
- c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- d) The prices offered were independently developed without consultation or collusion with any of the other Bidders or potential Bidders or any other anti-competitive practices.
- e) It grants the City of Mesa permission to copy all parts of this Offer, including without limitation any documents and/or materials copyrighted by the Offeror, for Mesa's internal use in evaluating Offeror's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. section 39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- f) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- g) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- h) The signatory is an officer or duly authorized agent of the Bidder with full power and authority to submit binding bids for the goods or services as specified herein.
- i) It will accept such terms and conditions in a resulting contract if awarded by the City.

ACCEPTED AND AGREED TO:

| | |
|---------------------|--------------------------------------|
| Company Name: _____ | _____ THE CITY OF MESA ARIZONA _____ |
| Signature: _____ | _____ |
| Printed Name: _____ | _____ |
| Title: _____ | _____ |
| Date: _____ | _____ |

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____ - _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____ - _____

Contact for Questions about this bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

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

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

____ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

____ Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue
State Sales Tax Number: _____

____ Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

____ Certified Small Business Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

VENDOR INFORMATION

SKIP THIS AFFIDAVIT IF:

_____ Bidder is a(n) **LLC, Corporation or Partnership** as indicated on your W-9

COMPLETE AFFIDAVIT IF:

_____ Bidder is a(n) **Individual or Sole Proprietor** as indicated on your W-9

AFFIDAVIT

ARS §1-502 requires that any Person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See section i.10 of the Instructions).

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

- _____ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: ___ ___ ___ ___
- _____ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: ___ ___ ___ ___
- _____ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____; Place of birth: _____
- _____ 4. **United States Certificate of Birth abroad.**
Year of birth: _____; Place of birth: _____
- _____ 5. **United States passport.**
Print first 4 numbers/letters on Passport: ___ ___ ___ ___
- _____ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport ___ ___ ___ ___
Print first 4 numbers/letters on Visa ___ ___ ___ ___
- _____ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: ___ ___ ___ ___
- _____ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: ___ ___ ___ ___
- _____ 9. **Refugee travel document.**
Date of Issuance: _____; Refugee Country: _____
- _____ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: ___ ___ ___ ___
- _____ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____; Place of Issuance: _____
- _____ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____; Name of Tribe: _____
- _____ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____; Place of Birth: _____

In accordance with the requirements of Arizona Law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Signature

Business/Company Name

Print Name

Verification of Attachment by City Staff Member:

Date

Signature

Date

OFFER AND ACCEPTANCE

By signing and submitting this Bid, the Vendor certifies that:

- j) It is under no legal prohibition on contracting with the City of Mesa.
- k) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- l) It has no known, undisclosed conflicts of interest.
- m) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- n) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- o) It grants the City of Mesa permission to copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for Mesa's internal use in evaluating respondent's offer, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- p) Under the provisions of A.R.S. §41-4401, respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- q) Under the provisions of A.R.S. §35-392, respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and barred by the State of Arizona from selling to the City.
- r) Under the provision of A.R.S. §35-391 and §35-393, respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
- s) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- t) It is current in all obligations due to the City.
- u) It will accept such terms and conditions in a resulting contract if awarded by the City.
- v) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2012231**.

Term (if different than stated in the Milestones) _____ through _____

Awarded this ____ day of _____, 20__

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

APPENDIX A

PRE-DELIVERY INSPECTION

City of Mesa Fleet Services personnel will inspect the installed equipment when the vehicle is finished and delivered. The vehicle will not be accepted if the equipment is not installed correctly.

An inspection will be made by City of Mesa, Fleet Services personnel to insure that the installation requirements of this specification are met. A list will be checked for each vehicle. The following section shows an example of this list.

INSTALLATION INSPECTION LIST

ENGINE COMPARTMENT

A. Equipment Inspection.

- 1. Equipment mounted properly? ___ Y ___ N ___ NA
- 2. Equipment wired correctly? ___ Y ___ N ___ NA
- 3. Appearance OK? ___ Y ___ N ___ NA
- 4. List any discrepancies: _____

B. Wiring Inspection.

- 1. Wiring routed properly? ___ Y ___ N ___ NA
- 2. Wiring secured as needed? ___ Y ___ N ___ NA
- 3. Wiring protected as needed? ___ Y ___ N ___ NA
- 4. Wiring terminated properly? ___ Y ___ N ___ NA
- 5. List any discrepancies: _____

PASSENGER COMPARTMENT

A. Equipment Inspection

- 1. Equipment mounted properly? ___ Y ___ N ___ NA
- 2. Equipment wired correctly? ___ Y ___ N ___ NA
- 3. Appearance OK? ___ Y ___ N ___ NA
- 4. List any discrepancies: _____

B. Wiring Inspection

- 1. Wiring routed properly? ___ Y ___ N ___ NA
- 2. Wiring secured as needed? ___ Y ___ N ___ NA
- 3. Wiring protected as needed? ___ Y ___ N ___ NA
- 4. Wiring terminated properly? ___ Y ___ N ___ NA
- 5. List any discrepancies: _____

MAILING LABEL

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

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

SEALED BID

| |
|---------------------------------------|
| Submitted by: Company Name: |
| Address: |
| City, State, Zip: |

IFB # **2012231** Emergency Vehicle Equipment and
Installation Service

Due Date: **November 26, 2012, at 3:00 p.m.**

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

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

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

SEALED BID

| |
|---------------------------------------|
| Submitted by: Company Name: |
| Address: |
| City, State, Zip: |

IFB # **2012231** Emergency Vehicle Equipment and
Installation Service

Due Date: **November 26, 2012, at 3:00 p.m.**

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

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