



CITY OF PHOENIX
Purchasing Division

INVITATION FOR BID
IFB 09-141 (TH)

POLICE VEHICLE UP-FITTING
REQUIREMENTS CONTRACT

CONTACT PERSON
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TABLE OF CONTENTS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Instructions to Bidders

Section I

- Solicitation Response Checklist
- Introduction
- Schedule of Events
- Obtaining a Copy of the Solicitation and Addenda
- Preparation of Bid
- Compliance with Affirmative Action Requirements
- Addenda
- Licenses
- Certification
- Submission of Bid
- Withdrawal of Offer
- Bid Results
- Award of Contract
- Bid Incentive SBE Firms
- Bid Incentive Joint Venture SBE Firms
- City's Right to Disqualify for Conflict of Interest
- Bidder's Compliance with Health, Environmental and Safety Requirements

Standard Terms and Conditions

Section II

- Definition of Key Words Used in the Solicitation
- Contract Interpretation
- Contract Administration and Operation
- Costs and Payments
- Contract Changes
- Risk of Loss and Liability
- Warranties
- City's Contractual Rights
- Contract Termination

Special Terms and Conditions

Section III

Scope

Section IV

Submittals

Section V



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Please read this before continuing on to the bid document.

SOLICITATION RESPONSE CHECK LIST

In order for your response to be considered, your firm must be in compliance with the Phoenix City Code, Chapter 18, Article V pertaining to Affirmative Action Programs, prior to the solicitation opening due date. **Failure to comply with the reporting requirements of this ordinance will result in your response being rejected.**

Check off each of the following as the necessary action is completed.

- ☐ 1. **The requirements of City of Phoenix Affirmation Action Program Ordinance G-3472 have been met. Compliance forms are available <http://phoenix.gov/mwsbe/>. If currently in compliance, do not resubmit forms.**
- ☐ 2. All forms have been signed. All of Section V, Submittals, is included.
- ☐ 3. The prices offered have been reviewed.
- ☐ 4. The price extensions and totals have been checked.
- ☐ 5. Any required drawings or descriptive literature have been included.
- ☐ 6. The delivery information block has been completed.
- ☐ 7. If required, the amount of the bid surety has been checked and the surety has been included.
- ☐ 8. Review the insurance requirements, if any, to assure you are in compliance.
- ☐ 9. The specified number of copies of your offer has been included.
- ☐ 10. Any addenda have been signed and are included.
- ☐ 11. The mailing envelope has been addressed to:
City of Phoenix, Purchasing, 8th Floor, 251 W. Washington Street, Phoenix, AZ 85003.

The mailing envelope clearly shows:
Your company name and address, the solicitation number, and the bid opening date.
- ☐ 12. The response will be mailed in time to be received no later than 2:00 p.m. local Arizona time.



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. INTRODUCTION

The City of Phoenix invites sealed bids for the supply and installation of police vehicle equipment for a (3) three year period commencing on or about May 1, 2009, in accordance with the specifications and provisions contained herein.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-7181/Fax (602) 534-1933 or TTY (602) 534-5500 for assistance.

2. SCHEDULE OF EVENTS

Bid Due Date: March 13, 2009 at 2:00 p.m.
Local Arizona Time

Bid Submittal Location: Calvin Goode Building
City of Phoenix Finance Department
Purchasing Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

Pre-bid Conference Date: March 4, 2009 at 8:00 AM
Local Arizona Time

Pre-bid Location: 2441 S. 22nd Ave, Phoenix, AZ 85009

City reserves the right to change dates and/or locations as necessary.

3. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested bidders may download the complete solicitation and addenda from <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html>. Internet access is available at all public libraries. Any interested bidders without Internet access may obtain this solicitation by calling (602) 262-7181 or picking up a copy during regular business hours at the City of Phoenix Finance Department, Purchasing Division, 251 W. Washington Street, 8th Floor, Phoenix, AZ.

4. PREPARATION OF BID

4.1 All forms provided in Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy Section V forms if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due time and date. The City is not responsible for bidder's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any submission of an alternate term or condition to Sections I, II or III with your offer may result in rejection of your bid. This solicitation is deemed to be through and complete as to the city's needs.

4.2 It is the responsibility of all bidders to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the IFB document and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the IFB document and such other related documents.

4.3 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Bidder is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

4.4 Bidders are reminded that the specifications stated in the solicitation are the minimum level required and that bids submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Bids offering less than the minimums specified are not responsive and should not be submitted.

4.5 Bid responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Bids submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.

4.6 If provisions of the detailed specifications preclude an otherwise qualified bidder from submitting a bid, a written request for modification must be received by the Deputy Finance Director at least seven (7) calendar days prior to the bid opening. The City may issue an addendum to this solicitation of any approved specification changes.

4.7 Prices shall be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price shall prevail unless obviously in error.

4.8 Prices offered shall include applicable state and local taxes. The city will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

5. COMPLIANCE WITH AFFIRMATIVE ACTION IN EMPLOYMENT REQUIREMENTS

Bidders must be in compliance with Phoenix City Code, Chapter 18, Article V, as amended, Affirmative Action Program, **at the time of the bid due date**. Failure to comply with the reporting requirements of this Ordinance will result in your bid being rejected. Firms are also responsible for maintaining their eligibility during the life of any contract and failure to do so may result in termination of the contract. An Affirmative Action form is available on line at <http://phoenix.gov/mwsbe/> or by contacting the Purchasing Division at (602) 262-7181. Any questions in regard to this Affirmative Action Program should be directed to the Affirmative Action Contract Compliance Section of the Equal Opportunity Department, (602) 262-6790. The City of Phoenix extends to each individual, firm, Vendor, Supplier, Contractor and subcontractors an equal economic opportunity to compete for City business and strongly encourages voluntary



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

utilization of disadvantaged and/or minority-owned or women-owned businesses to reflect both the industry and community ethnic composition.

6. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <http://phoenix.gov/business/contract/opportunities/goods/finnumb/index.html> or by calling (602) 262-7181. The bidder shall acknowledge receipt of an addendum by signing and returning the document with the bid submittal.

7. LICENSES

If required by law for the operation of the business or work related to this Bid, Bidder must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The bidder shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

9. SUBMISSION OF BID

Bids must be in the actual possession of the Purchasing Division on or prior to the exact time and date indicated in the Schedule of Events. Late bids shall not be considered. The prevailing clock shall be the City Finance Department, Purchasing Division's clock.

Bids must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Bidder's Name
Bidder's Address (as shown on the Certification Page)
IFB Number
IFB Title

All bids must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

10. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, a bidder (or designated representative) may withdraw the bid by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

11. BID RESULTS

Bids will be opened on the bid due date, time and location indicated in the Schedule of Events at which time the name of each bidder and the prices shall be read. Bids and other information received in response to the Invitation for Bid shall be shown only to authorized City personnel



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary bid tabulation will be posted on the Purchasing Division's website, <http://phoenix.gov/business/contract/opportunities/goods/fintabsnumb/index.html> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful bidders.

Protest of an award recommendation must be filed within seven (7) calendar days after the award recommendation is posted on the website. Protests shall be in writing and filed with the Deputy Finance Director and must include all of the following:

- The name, address and telephone number of the protester;
- The signature of the protester or its representative;
- Identification of the IFB number;
- A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
- The form of relief requested.

12. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the lowest responsive, responsible bidder(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Technical capability of the Bidder to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts.
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.
- Safety record.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all bids or portions thereof; or (3) reissue a solicitation.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Bids do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

13. BID INCENTIVE FOR PRODUCTS/SERVICES OFFERED BY A CERTIFIED SMALL BUSINESS ENTERPRISE (SBE)

In accordance with the Phoenix City Code 18-204 a 5% bid incentive will be given to local (Maricopa County) certified SBE firms competing for contracts valued up to \$250,000 in annual



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

value or a 2.5% bid incentive for contracts over \$250,000 but under \$500,000 in annual value. In determining the lowest responsive and responsible bid or proposal any bid or proposal submitted by a local certified SBE firm shall be adjusted by reducing the price(s) of such bidder or proposer by the applicable bid incentive provided the SBE firm was certified at the time of the bid opening. This adjustment shall be solely for the purpose of establishing the apparent low bidder or proposer. The actual value of any contract awarded shall be the amount of the actual bid or proposal submitted by the SBE. To be eligible for the price preference SBE firms must be certified as such, by the City's Equal Opportunity Department, **prior to the bid opening date and time**, under the conditions set forth in Article VIII of the Phoenix City Code as amended.

Notice: The process of becoming a certified SBE Firm by the Equal Opportunity Department takes several weeks. Please contact the Equal Opportunity Office at (602) 262-6790.

14. BID INCENTIVE FOR JOINT VENTURES INVOLVING CERTIFIED SBE FIRMS

In accordance with the Phoenix City Code 18-204, any qualified joint venture shall receive a 5% bid incentive when competing for contracts valued up to \$250,000, or a 2.5% bid incentive for contracts over \$250,000 but under \$500,000, when local certified SBE participation equals or exceeds thirty-five percent (35%) of the Joint Venture (JV). The SBE Joint Venture partner must be responsible for a clearly defined portion of the work to be performed. This portion must be set forth in detail separately from the work to be performed by the non-SBE JV partner.

The SBE JV partner's work must be assigned a commercially reasonable dollar value and use its own employees and equipment. The SBE JV partner must share in the ownership, control, management and administrative responsibilities, risks, and profit of the JV, in direct proportion to its stated level of JV participation. The SBE JV partner must perform work that is commensurate with its experience. The SBE JV partner must be certified local Vendor by the City's Equal Opportunity Department at the time of the bid opening.

To be considered for Joint Venture status, the bidder must state in the bid response the bidder's intention to perform the contract under a Joint Venture arrangement with a certified local SBE firm and must have applied for Joint Venture Certification by the City's Equal Opportunity Department **prior to the bid opening date and time**. The price preference will not be applied to bids or proposals submitted on a joint-venture basis if the application for certification was not received by the Equal Opportunity Department prior to the bid opening date and time. Contact (602) 261-8551; FAX (602) 261-534-1785, to apply for certification as an SBE Joint Venture.

15. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed by the bid submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any bidder submitting a bid herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

16. BIDDER'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Bidder's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of the City representatives, the bidder shall provide the City:



SECTION I - INSTRUCTIONS TO BIDDERS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.
- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Bidder or their subcontractors including dates, disposition and resolutions.

The City further reserves the right to make unannounced inspections of the Bidder's facilities (during normal business hours).



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the bidder fails to provide recommended information, the City may, at its sole option, ask the bidder to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions shall apply:

"A.R.S."	Arizona Revised Statute
"Bidder"	Any person or firm submitting a competitive bid in response to a solicitation such as an Invitation for Bid (IFB) or Request for Quotation (RFQ).
"Buyer"	City of Phoenix, City Purchasing Division staff person responsible for the solicitation.
"Days"	Means calendar days unless otherwise specified.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Contract Representative"	The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"Deputy Finance Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

"EPA"	Environmental Protection Agency
"FIFRA"	Federal Insecticide, Fungicide and Rodenticide Act
"Offer"	Means bid or quotation.
"Solicitation"	Means an Invitation for Bid (IFB) or Request for Quote (RFQ).
"Suppliers"	Firms, entities or individuals furnishing goods or services directly to the City.
"Vendor"	A seller of goods or services.

2. CONTRACT INTERPRETATION

2.1 APPLICABLE LAW: This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2 IMPLIED CONTRACT TERMS: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

2.3 CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

- A. Special terms and conditions
- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Exhibits
- G. Instructions to Bidders
- H. Other documents referenced or included in the Invitation for Bid.

2.4 ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- 2.5 SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.6 NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.7 PAROLE EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1 RECORDS:** All books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 3.2 PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law.

If a bidder believes that a specific section of its bid response is confidential, the bidder shall isolate the pages marked confidential in a specific and clearly labeled section of its bid response. The bidder shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the City Purchasing Division will review the material and make a determination.

- 3.3 CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this agreement is confidential, proprietary information owned by the City. Except as specifically provided in this agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee.

Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the Contractor in connection with this agreement is believed to have been compromised, Contractor shall notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm justifies injunctive relief in court. A violation of this section may result in immediate termination of this agreement without notice.

Contractor shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorney's fees and cost of claims processing, investigation and litigation) for any loss caused, or alleged to be caused, in whole or in part, by Contractor's or any of its owners', officers', directors', agents' or employees' failure to comply with the requirement of this section. This indemnity includes any claim arising out of the failure of contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

The obligations of Contractor under this section shall survive the termination of this agreement.

3.4 AFFIRMATIVE ACTION: Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any supplier/lessee in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract.

Supplier/lessee further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee.

3.5 LICENSES AND PERMITS: Contractor shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- 3.6 ADVERTISING:** Contractor shall not advertise or publish new releases concerning this contract without the prior written consent of the Deputy Finance Director, and the City shall not unreasonably withhold permission.
- 3.7 EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.8 OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be considered work for hire and the City shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the City requesting the issuance of this contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any other entity without the express written authorization of the City. If by operation of law, the Intellectual Property is not owned in its entirety by the City automatically upon its creation, then Contractor agrees to assign and hereby assigns to the City the ownership of the Intellectual Property. The Contractor agrees to take such further action and execute and deliver such further agreements and other instruments as the City may reasonably request to give effect to this section 3.8.

It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

- 3.9 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City shall have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City shall also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- 3.10 COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

- 3.11 SUDAN AND IRAN:** Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.
- 3.12 CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- 3.13 EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.
- 3.14 STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

4. COSTS AND PAYMENTS

- 4.1 PAYMENT TERMS:** The City shall make every effort to process payment for the purchase of material or services within 30 calendar days after receipt of a correct invoice unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the bid.
- 4.2 PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 4.4 DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5 NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- 4.6 FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7 MAXIMUM PRICES:** The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid. Bidder certifies, by signing this bid that the prices offered are no higher than the lowest price the Bidder charges other buyers for similar quantities under similar conditions. Bidder 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 bidder shall promptly notify the City of such price reductions.
- 4.8 F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless otherwise specified elsewhere in this solicitation.

5. CONTRACT CHANGES

- 5.1 CONTRACT AMENDMENTS:** Contracts shall be modified only by a written contract amendment signed by the Deputy Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.
- 5.2 ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Deputy Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.
- 5.3 NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.
- 5.4 AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

- 6.1 TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

delivery; and such loss, injury, or destruction shall not release seller from any obligation hereunder.

6.2 ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.

6.3 GENERAL INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any Federal, State or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

6.4 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK. The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the seller that these covenants are irrevocable and perpetual.

6.5 FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

6.6 LOSS OF MATERIALS: The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.7 DAMAGE TO CITY PROPERTY: Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor shall repair and finish to match existing material as approved by the City at Contractor's expense.

7. WARRANTIES

7.1 GUARANTEE: Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it be shown that the defect was caused by misuse and not by faulty design.

7.2 QUALITY: Contractor expressly warrants that all goods or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns.

7.3 RESPONSIBILITY FOR CORRECTION: It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.

- 7.4 LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or his subcontractors in the performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make payment.
- 7.5 QUALITY STANDARDS OF MATERIAL AND SERVICES:** If desired by the City, items/services bid shall be subjected to testing, dissection or analysis by a recognized testing laboratory or consultant selected by the City to determine that the material(s) submitted for bid conform to the bid specifications. The cost of testing, dissection or analysis shall be borne by the bidder.
- 7.6 REPAIR AND REPLACEMENT PARTS:** Repair or replacement parts for existing equipment may be accomplished by the Contractor using other than original equipment manufacturer's (OEM) parts. However, all parts or equipment furnished must be equal or exceed that of the original equipment manufacturer(s) in material and warranty.
- 7.7 WORKMANSHIP:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

8. CITY'S CONTRACTUAL RIGHTS

- 8.1 RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 8.2 NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 8.3 DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 8.4 ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Bidder.
- 8.5 DEFAULT:** In case of default by the bidder, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- 8.6 COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 8.7 ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period, except that the estimated quantity shown for each bid item shall not be exceeded by 10 percent without the express written approval of the Deputy Finance Director, Purchasing Division. Any demand or order made by any employee or officer of the City of Phoenix, other than the Deputy Finance Director, Purchasing Division or designated representative, for quantities in excess of the estimated quantities and dollar amounts shall be void if the written approval of the Deputy Finance Director was not received prior to the Contractor's performance.
- 8.8 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.

9. CONTRACT TERMINATION

- 9.1 GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 9.2 CONDITIONS AND CAUSES FOR TERMINATION:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

- 9.3 CONTRACT CANCELLATION:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

1. **FOB POINT**

Prices quoted shall be FOB Equipment Management, 2441 S. 22nd Avenue, Phoenix, Arizona 85009, delivered and unloaded.

2. **PERFORMANCE SURETY REQUIREMENTS**

A performance surety in the amount of \$100,000.00 shall be provided by the Contractor immediately after notice of award. The City of Phoenix will not issue a written purchase order or give notice to proceed in any form until the surety is received by the Purchasing Division. The performance surety must be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. If surety is in the form of a bond, the company issuing the surety must be authorized by the Insurance Department of Arizona to transact business in the State of Arizona or be named on the approved listing of non-admitted companies. A Certificate of Deposit (CD) issued by a local Phoenix bank may also be used as a form of surety provided that the CD is issued jointly in the name of the City of Phoenix and the Contractor, and that the Contractor endorses the CD over to the City at the beginning of the contract period. Interest earnings from the CD can be retained by the Contractor.

3. **PRICE**

All prices submitted shall be firm and fixed for a one (1) year period. Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing with thirty (30) calendar days advanced notice. Requests shall be accompanied with written documentation from the manufacturer confirming the price increase. The City Of Phoenix will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to Mike Meloy, 251 W. Washington, Phoenix, AZ., 85003.

Price increases agreed to by any staff other than Deputy Finance Director are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless price increase was specifically approved in writing by the Deputy Finance Director.

4. **AWARD**

Award will be made on an "all or none" basis. Prices must be shown for each item listed. Bids submitted without individual item prices listed will be considered as non-responsive and rejected.

5. **METHOD OF ORDERING – (PURCHASE ORDERS)**

Issuance of written purchase order(s) by the Purchasing Division. Contractor shall deliver items and/or services only upon receipt of a written purchase order issued by the Purchasing Division. All Contractor invoices and packing/delivery tickets must include the City Of Phoenix purchase order number.

6. **METHOD OF INVOICING (VENDOR INVOICE)**

Invoice must include the following:

- A. City purchase order number, requisition number, or contract agreement number.
- B. Items listed individually by the written description and part number.
- C. Unit price, extended and totaled.
- D. Quantity ordered, back ordered, and shipped.
- E. Applicable tax.
- F. Invoice number and date.
- G. Requesting department name and "ship-to" address.
- H. Payment terms.
- I. FOB terms.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

J. Invoices must accompany delivery, and delivered to Connie Gonzales

7. **METHOD OF PAYMENT**

Payment to be made from Vendor's invoice, and a copy of the signed delivery invoices submitted to cover items received and accepted during the billing period. Invoices must contain the agreement number or bid number under which the contract is awarded.

8. **INDEMNIFICATION:**

(VEHICLE-TRANSPORT-STORAGE-REPAIR)

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Garage Liability (General Liability) - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

General Aggregate	\$2,000,000
Premises and Operations	\$1,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Garage-keepers Liability:	
Each Auto	\$100,000
Each Occurrence	\$1,000,000

Automobile Liability including bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

Combined Single Limit	\$1,000,000
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The policy shall be endorsed to include Garage-keepers Liability coverage.

The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

The policy shall be endorsed to include coverage for towing (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).

Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

notice shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to City of Phoenix, Deputy Finance Director/Purchasing, 251 West Washington, Phoenix, Arizona 85003. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

9. **SECURITY INQUIRIES**

Contractor acknowledges that all of the employees that it provides pursuant to this Agreement shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Agreement. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Agreement. Employees rejected by the City for performing services under this Agreement may still be engaged by Contractor for other work not involving the City Of Phoenix. An employee rejected for work under this Agreement shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

10. **PARTIAL PAYMENTS**

Partial payments are authorized on individual written purchase orders issued for this procurement. Payment will be made for partial deliveries made and accepted by the City for completed and accepted vehicles only (in complete vehicle units only). Payment will be made



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

only for the actual amount of items or services received and accepted by the City.

11. OPTION TO EXTEND

The City may, at their option and with approval of the Contractor, extend the period of this agreement up to (2) two additional year(s), in increments of one year.

12. POST AWARD CONFERENCE

A post award conference will be held by the project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures, and to insure a complete understanding of the requirements.

13. SUSPENSIONS OF WORK

The City and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City of Phoenix. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

14. PERFORMANCE INTERFERENCE

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Eric Young
Phone: 602-534-2129
e-mail: eric.young@phoenix.gov

15. CONTRACTOR'S PERFORMANCE

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have five (5) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

16. FINAL INSPECTION AND APPROVAL

The Contractor will request the project manager to conduct a site inspection after the project is complete. The project manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

After the "punch-list" items have been corrected, the Contractor will request a final inspection with the project manager. Final project approval is contingent upon the project manager's final inspection and written approval.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

17. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- A. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- C. The City of Phoenix retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph A.

18. WARRANTY

All equipment supplied under this contract shall be fully guaranteed by the contractor for a minimum period of one year from the initial in-service date as reported by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the contractor (including parts and labor) without cost to the City.

19. DELIVERY TIME

Delivery is an important consideration and will be a factor in determining the award. A delivery time after receipt of order must be stated in definite terms. Should there be variations in delivery times by item, the bid submittal must be clear concerning these variations.

20. DELIVERY TIMES

All deliveries shall be made between the hours of 8:00 a.m. and 2:00 p.m., Monday through Thursday, excluding holidays. To schedule and insure a delivery can be accepted call 602-534-2129, 24 hours prior to delivery. Invoices must accompany delivery.

21. EQUIPMENT DEMONSTRATION

The City may, at its discretion, require a demonstration of the equipment or material offered as part of the evaluation process. The equipment or material shall be provided by the vendor at no cost to the City for a period of time deemed sufficient to properly evaluate the product. The exact time period, conditions and terms of the evaluation shall be established at the time a demonstration is requested.

22. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Equipment Management Division prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) working days will be allowed for this process. If delivered items are unacceptable and returned to the contractor prior to acceptance, an additional five (5) working days will be allowed for inspection when subsequent delivery occurs. It shall be the contractor's responsibility to pick up unacceptable items, correct the deficiencies and return the equipment following the corrections.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

23. **LIQUIDATED DAMAGES**

If the Contractor fails to deliver the supplies or perform the services within the time specified in their contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed, and liquidated damages for each calendar day of delay, the amount of \$20.00 per vehicle. The City may terminate this contract in whole or part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

24. **NEW EQUIPMENT**

All items bid shall be new equipment supplied from the manufacturer. Bids for remanufactured equipment will be considered as non-responsive and rejected.

25. **PREPARATION OF BID**

All forms provided in Section IV, Scope and Section V, Submittal, must be completed and submitted with your bid. It is permissible to copy both sections if necessary. Erasures, interlineations, or other modifications of your bid shall be initialed in original ink by the authorized person signing the bid. No bid shall be altered, amended or withdrawn after the specified bid due time and date. The City is not responsible for bidder's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Bids submitted with additional terms, conditions or agreements may be considered as non-responsive and rejected.

Bidders shall organize and submit their response in the following order:

- A. Section V, Submittal
- B. Section IV, Scope
- C. Request for Consideration of Alternate Terms (if applicable)
- D. Evaluation literature, illustrations, specification sheets, blueprints, and photos. Only one (1) set is required with the original submittal copy.

26. **PRODUCT DISCONTINUANCE**

The City may award contracts for particular products and/or models of equipment as a result of the solicitation. In the event that a product or model is discontinued by the manufacturer, the City, at its sole discretion, may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- E. Documentation from the manufacturer confirming the price for the replacement item.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

27. PRE-AWARD QUALIFICATIONS

- A. Contractor shall have been in operation a minimum of five years. The contractor's normal business activity during the past five years will have been for providing complete the scope of work listed in this solicitation. (This information must be provided in Section V- Submittal, Years in Business and Customer Reference Listing of this IFB.)
- B. Upon notification of an award the contractor will have ten (10) business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in Section III – Special Terms subsection # 8 Insurance Requirements of this IFB. (Note: Insurance requirements are non-negotiable)
- C. After the City receives and approves the certificate of insurance the contractor will receive notice to submit a complete work schedule covering all the locations the group(s) for which they received low bid notification. The contractor will have ten (10) business days to complete and submit the work schedule for each location. Contractor is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work

If any of the above requirements are not met, the contractor's submittal will be deemed non-responsive and the next lowest responsible bidder will received low bid notification initiating the pre-award qualification process.

28. SPECIFICATIONS

The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, whether or not it has been detailed in these documents.

29. EVALUATION LITERATURE

Complete specifications, literature, illustrations, blueprints and photos of the proposed equipment shall be submitted with the bid. Bids submitted for products considered by the Bidder to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the product(s) offered.

The bidder shall indicate on their submittal any variation between the equipment offered and the literature or specification sheets submitted. Any item or items not specifically mentioned shall not be interpreted as not being requested. These specifications are intended to set a minimum level of quality and/or suitability. All equipment supplied shall be new, unused current production models equipped as described in the manufacturers published literature and specification sheets. All equipment and components listed as standard by the manufacturer for the model offered shall be furnished whether or not such items are detailed herein, e.g., special wrenches, tools, kits, jacks, instruments etc. Optional equipment needed to meet the specifications shall also be supplied.



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

30. **INDUSTRY STANDARDS**

It is intended that the manufacturer in the selection of components will use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) will be subjected. Component parts shall be selected to give maximum performance, service life and safety and not merely meet the minimum requirements of this specification. All parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards

The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quantity, quality or capacity supplied with standard production item(s): and it shall be able to withstand unusual straining, exposure, temperature, wear and use.

The City of Phoenix reserves the right to waive minor variation(s) if in the opinion of the Equipment Management Administrator the basic unit meets the general intent of these specifications.

The complete equipment/material bid shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

If the specifications stated herein for component items do not comply with legal requirements, the bidder(s) shall so notify the City prior to the bid opening date.

31. **INVENTORY LEVELS**

Contractor's inventory level of the item(s) offered may be a factor in the City's award decision. Contractor will be required to maintain sufficient local inventory to provide daily support of the City's requirement. Failure to supply sufficient support may result in cancellation of the contract.

32. **VEHICLE DECALS**

Decals or markings of any type pertaining to advertisement other than the manufacturer's name and model designation normally installed by the manufacturer shall not be attached to any vehicle.

33. **VEHICLE IN SERVICE NOTIFICATION**

Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The Equipment Management Division shall notify the vendor in writing of the actual in service date. The in service date shall not be more than six (6) months after delivery of acceptable vehicles. Delayed warranty forms shall be provided with all vehicles.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

SCOPE

For the supply and installation of police vehicle equipment on Chevrolet Impala's and Chevrolet Tahoe's as listed on each build page in accordance with the specifications detailed herein.

MOUNTING LOCATIONS

All mounting locations will be consistent to produce a pleasing appearance and not interfere with the functions of the vehicle. All mounting locations shall be approved by the City of Phoenix. A complete demonstration unit of each vehicle type shall be used for this approval. The demonstration unit shall be the first unit supplied to the bidder for the scheduled build. The scheduled build shall consist of the number of units identified on a single purchase order.

WORK VOLUME AND STORAGE

A minimum of twenty-five (25) vehicles must be processed and delivered per week. If bidder fails to provide finished units at twenty-five (25) vehicles per week then liquidated damages will be applied. If less than 25 vehicles are released to the contractor, then that amount must be delivered per week. Each start date begins when the bidder picks up the vehicle from City. Vendor must be able to securely store each vehicle until they are completed and delivered to the City. The vendor's storage yard must be fully fenced and locked.

DELIVERY

Bidder shall deliver all completed vehicles to the City of Phoenix, Equipment Management Division, Make Ready Shop facility located at 2441 S. 22nd Ave. Phoenix, AZ 85009, or any other city facility used to store patrol vehicles as requested by the City.

All towing and/or transportation charges required for the pick up and delivery of these vehicles to and from the City of Phoenix shall be included in the total price submitted.

SPECIFICATIONS:

The bidder must supply and install the items specified below. Each build type will contain different combinations of the items specified below and will be detailed on a separate build page. Acceptable alternates may be considered. The City of Phoenix reserves the sole right to determine the acceptability of any alternate offered.

Meets Alternate

- ___ 1. **Lights and Siren Controller:** One (1) Mfg: Federal Signal, Unitrol TouchMaster Delta, #UTMD-MB, siren controller with PA microphone to include a horn ring circuit.
- ___ 2. **Siren Speaker:** One (1) Mfg: Code 3®, #SL100, 100watt Slim Line™ mounted in an easy to reach location behind the front grille utilizing the manufacturers' vehicle specific mounting bracket.
- ___ 3. **Air Bag Control Switch:** One (1) Mfg: AOI Electrical Inc, US2-GM, Air bag control ON/OFF switch with factory compliant connectors and shorting bars. The switch must be mounted in an easy to reach location for the passenger. A warning label must be applied to the passenger air bag dash cover.
- ___ 4. **4-Corner Lighting System:** Each vehicle will be provided with a Chevrolet, Special Equipment Option (SEO), #6J7, Emergency Flashing System. Bidder must make SEO, #6J7, operational per manufacturer installation requirements to include the separation function of the headlamps and rear lamps to work with required lighting positions.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- ___ 5. **Grille Lighting:** Two (2) Mfg: Code 3®, XT4™ #XT302-RB RED/BLUE, LED light heads with black bezels, one (1) mounted horizontal on the front of the grille at driver side center and one (1) mounted horizontal on the front of the grille at passenger side center. Both shall be mounted on the exterior side of the Push Bar, if ordered. If line 6, "Push Bar" is not order, both grille lights shall be mounted behind the grille utilizing the manufacturers' vehicle specific mounting bracket.
- ___ 6. **Push Bar:** One (1) Mfg: Go-Rhino!® Public Safety Products push bumper without brush guards, air bag compatible. The Chevrolet Tahoe is Model 3160B and the Chevrolet Impala is Model 5081.
- ___ 7. **Push Bar Lighting:** Two (2) Mfg: Code 3®, LED X™, #LXEXB1F, Single head flashing lights with black bezels, one (1) BLUE mounted vertical on the driver side of the push bar and one (1) RED mounted vertical on the passenger side of the push bar.
- ___ 8. **Light Bar:** One (1) Mfg: Code 3®, Excalibur™, 47" in LED X™/Halogen Combo, #EX-LED-RM-05, to include the following specifications;
- a. Upper Deck: Two (2) standard 50w Rotators, Two (2) 2-step cascade mirrors and Two (2) LED X™ center mounted light heads. [Forward Steady RED and Aft Flashing AMBER]
 - b. Lower Deck: Six (6) flashing LED X™ light heads [One (1) Forward RED over driver side, One (1) Forward BLUE over passenger side and Four (4) Aft RED/AMBER / AMBER/BLUE], Four (4) Forward 35w MR-11 Takedown Light, Four (4) Side 35w MR-11 Alley Lights.
- ___ 9. **Windshield Lighting:** One (1) Mfg: Code 3®, SuperVisor™ Thin Line (TL), #SV333, to include the following specifications;
- a. Ten (10) "3-up" Optix™ modules [Eight (8) Forward Facing, Two (2) at 45° Angle] No Takedowns.
 - b. Black housing that prevents the lights from reflecting back into the driver eyes.
- ___ 10. **Tahoe Side Window Lighting:** Two (2) Mfg: Code 3®, LED X™, #LXEXB1F, Single head flashing lights with black bezels, one (1) RED mounted horizontal on the driver side of the rear side window and one (1) BLUE horizontal, on the passenger side of the rear side window.
- ___ 11. **Tahoe Liftgate Lighting:** Two (2) Mfg: Code 3®, LED X™, #LXEXB1F, Single head flashing lights with black bezels, one (1) RED mounted horizontal on the driver side of the liftgate and one (1) BLUE mounted horizontal on the passenger side of the liftgate.
- ___ 12. **Tahoe Under Liftgate Lighting:** One (1) Mfg: Able2 Products®, By the Inch LED's, #11.8236.RAB, Dimensions: 1 3/8" in High x 1 1/2" in Deep x 36" in Long, with a flexible black housing, [12" in RED, 12" in AMBER, 12" in BLUE] to include LED Flasher – Strobe Patterns, #11.1005SF, LED's mounted horizontal at rear center under the liftgate.
- ___ 13. **Impala Rear-Deck Lighting:** One (1) Mfg: Code 3®, Wingman #WM233IMP-RB, with Optix™ flashing lights in a black housing, RED on the driver side, BLUE on the passenger side, installed on the rear-deck.
- ___ 14. **Dome Light:** One (1) Mfg: SoundOff Signal® #ECVDMLTAL00 WHITE/RED all LED dome light, mounted centered above the driver and passenger with the ON/OFF switch in an easy to reach location for both the driver and passenger.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- ___ 15. **Impala Half Partition:** One (1) Mfg. Patriot Enterprises Inc., #PTS-9000-I passenger side, half partition that must include the following specifications;
- Bio seat, floor pan with drains, extended safety belts, door panels, and window armor to be included.
 - Compatible with side curtain air bags.
 - Partition must be a no holes, no trim cut installation.
 - Fixed mounted, fully flexible side filler wings.
 - Scratch-resistant polycarbonate window with no holes.
 - Full powder coated finished 14-gauge steel.
 - Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the partition that would allow a detainee to reach into or hide evidence or contraband in the forward compartment.
- ___ 16. **Full Partition:** One (1) Mfg: Setina®, Bodyguard™, The Chevrolet Tahoe is Model 6-VS-RP and the Chevrolet Impala is Model 6-S-RP, full front partition that must include the following specifications;
- Compatible with side curtain air bags.
 - Partition must be a no holes, no trim cut installation.
 - Fixed mounted, fully flexible side filler wings.
 - Scratch-resistant polycarbonate full length stationary window.
 - The Chevrolet Tahoe shall have no vent holes and the Chevrolet Impala shall have six (6) vent holes centered at the top.
 - Recessed storage panel with a two-piece lower extension panel.
 - Full powder coated finished 14-gauge steel.
 - Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the partition that would allow a detainee to reach into or hide evidence or contraband in the forward compartment.
- ___ 17. **Prisoner Transport Seat:** One (1) Mfg: Laguna 3p, Prisoner Transport Seat that must include the following specifications;
- Fully molded, heavy-gauge, acrylonitrile butadiene styrene (A.B.S.) thermoplastic seat with foam spine pads.
 - Certified outboard safety seat belts with pull tight straps and magnet mounts for storage.
 - Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the seat that would allow a detainee to reach into or hide evidence or contraband.
- ___ 18. **Tahoe Rear Barrier:** One (1) Mfg: Laguna 3p, Prisoner Transport Rear Barrier Screen that must include the following specifications;
- Compatible with side curtain air bags.
 - Fully finished, rear panel that contours to allow for maximum space in the rear cargo area.
 - Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the barrier that would allow a detainee to reach into or hide evidence or contraband in the rear cargo area.
- ___ 19. **Door Panels:** Two (2) A.B.S. thermoplastic door panels, installed on the rear doors that must include the following specifications;
- Replaces the OEM door panel to include the door handle, door lock and window controls.
 - High impact resistant.
 - Smooth flush surface for ease of cleaning.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- d. Installed in such a manner to eliminate all voids or gaps along the top, sides and bottom of the door that would allow a detainee to reach into or hide evidence or contraband in the door.

- ___ 20. **Window Bars:** Two (2) fixed rear window bars that must include the following specifications;
- Prevents the detainee from breaking the windows.
 - Prevents the detainee from accessing the exterior door handles.
 - Scratch resistant, black powder coated finish.
- ___ 21. **Gun Rack:** One (1) double mount weapon system that must include the following specifications;
- Electric gun locks with handcuff key lock override.
 - 10 second timer with push button switch incorporated into the siren controller "RLS" switch.
 - Universal butt plates.
 - Black powder-coated finish.
 - Mounted between the front seats.
 - Long Gun: Fully adjustable barrel lock system to accommodate tactical rail systems and accessories.
 - Shotgun: Fully adjustable lock system which must be adjusted to fit the Phoenix standard issue 870 shotgun.
- ___ 22. **Tahoe Console System:** One (1) Mfg: Havis-Shields® console system that must include the following specifications;
- One (1) #C-SM-1225, 12" in Enclosed, 25° Angle, Stout Mount Series Console.
 - One (1) #C-TM-GMC, 32" in Trak Mount Base Assembly.
 - One (1) #C-SM-SA-1-HD, Heavy Duty Swing Arm
 - One (1) #C-3065-3S, Low Profile Tilt/Swivel Adapter
 - Two (2) #C-MC, Console Microphone Clips
 - Two (2) #C-MCB, Console Microphone Clip Brackets
 - One (1) #C-CUP2-E-C, Dual External Cup Holder
- ___ 23. **Impala Console System:** One (1) Mfg: Havis-Shields® console system that must include the following specifications;
- One (1) #C-SM-1225, 12" in Enclosed, 25° Angle, Stout Mount Series Console.
 - One (1) #C-TM-IMP-1, 24" in Trak Mount Base Assembly.
 - One (1) #C-SM-SA-1-HD, Heavy Duty Swing Arm
 - One (1) #C-3065-3S, Low Profile Tilt/Swivel Adapter
 - Two (2) #C-MC, Console Microphone Clips
 - Two (2) #C-MCB, Console Microphone Clip Brackets
 - One (1) #C-CUP2-E-C, Dual External Cup Holder
- ___ 24. **Patrol Filler Plates:** Install filler plates in the following order from the top of the console down using T-20 Security TORX, Tamper Resistant, #8 x 3/8" in pan head sheet metal screw type-B with black oxide finish.
- One (1) #C-PS-1-PHX, 1" in, Filler Plate with a MASTER SWITCH, Mfg: K-Four #14-305, Red illuminated single pole, 20 AMP, ON/OFF rocker switch installed on the driver side of the console.
 - One (1) #C-FP-3, 3" in, Filler Plate
 - One (1) #C-EB25-MMT-1P, 2 1/2" in Motorola XTL5000 Bracket
 - One (1) #C-FP-05, 1/2" in Filler Plate
 - One (1) #C-EB30-TM4-1P, 3" in Unitrol TouchMaster Delta Bracket



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

f. One (1) #C-LP-4, 2" in Plate w/4 12VDC Lighter Outlets

- ___ 25. **Sgt & Lt Filler Plates:** Install filler plates in the following order from the top of the console down using T-20 Security TORX, Tamper Resistant, #8 x 3/8" in pan head sheet metal screw type-B with black oxide finish.
- a. One (1) #C-PS-1-PHX, 1" in, Filler Plate with a MASTER SWITCH, Mfg: K-Four #14-305, Red illuminated single pole, 20 AMP, ON/OFF rocker switch installed on the driver side of the console.
 - b. One (1) #C-EB25-MMT-1P, 2 1/2" in Motorola XTL5000 Bracket
 - c. One (1) #C-FP-05, 1/2" in Filler Plate
 - d. One (1) #C-EB25-MMT-1P, 2 1/2" in Motorola XTL5000 Bracket
 - e. One (1) #C-FP-05, 1/2" in Filler Plate
 - f. One (1) #C-EB30-TM4-1P, 3" in Unitrol TouchMaster Delta Bracket
 - g. One (1) #C-LP-4, 2" in Plate w/4 12VDC Lighter Outlets
- ___ 26. **Anti-Theft System:** One (1) Mfg: SafeStop, 24/7 Mode, anti-theft system that must include the following specifications;
- a. The anti-theft system shall have a dash mounted ON/OFF switch.
 - b. The "ON" position will allow for automatic anti-theft activation by removing the keys from the ignition.
 - c. The "OFF" position will deny automatic anti-theft activation.
 - d. The anti-theft system shall resume normal vehicle operations when the key is reinserted to the ignition.
- ___ 27. **MDC Antenna:** One (1) Mfg: Motorola, #HAF4002A, 800 MHz, 1/4 wave, roof mounted antenna with coaxial, installed per the manufacturer's specifications to the roof on the center line of the vehicle approximately 9" in from the windshield, + or - 1 inch. The coaxial cable must be led down the passenger side pillar to the back of the passenger seat. The coaxial cable must be left at its full length lying loose with no connector.
- ___ 28. **Stealth Blade Antennas:** One (1) Mfg: Larsen Antenna, #SB2400SMA6, 2.4 GHz DATA Stealth Blade Antenna with 6'ft RG-174 coaxial cable fitted with Mfg: RF Industries, Ltd, #RSA-3472, SMA Female to TNC Male, straight adapter with Nickel body plating, Gold contact plating and Teflon dielectric, mounted vertical on the inside of the trim piece on the "A" pillar passenger side with supplied adhesive tape, per manufactures instructions, attached to the plastic trim, 1" in below the spotlight tube.
- ___ 29. **Low Loss Antenna Mount:** Two (2) Mfg: Comtelco, #CEZL-25-00, 25'ft for the Tahoe or #CEZL-19-00, 19'ft for the Impala, low loss antenna mounts with LMR195 cable and rain caps, mounted on the roof of the Tahoe or the trunk of the Impala, centered on the street side and curbside, terminated with a service loop at full length with no connector in the console system.
- ___ 30. **Fuse Panel with Battery Protection:** One (1) fully integrated fuse panel with one (1) Mfg: Copeland Engineering, LLC, Power Tamer© with the programmable delay set at 2 hours, that must include the following specifications;
- a. The fuse panel must have a color coded and label legend applied as part of the panel cover.
 - b. All wires must be SXL automotive type with heat and abrasion resistance ratings that meet or exceed MIL T5438 and SAE-J1128.
 - c. All wires must be fully color coded and function labeled a minimum of every 6" in.
 - d. All wires that pass through metal must be protected by a grommet.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- e. All wires must be sized to appropriate amperage draw.
- f. All connections shall be **crimped, soldered and insulated with heat shrink tubing**.
- g. All wires must be loomed and secured to the vehicle a minimum of every 18" in. Wire loom ties shall **NOT** be "stick on" type.
- h. All wires must be concealed and protected against damage.
- i. Two (2) 12-gauge RED wires fused separately at 15 amps, one (1) labeled "RADIO 1 BATT" and one (1) labeled "RADIO 2 BATT". Wires must be "hot" all the time, even when the Power Tamer times out. Both wires must be terminated in the console with a service loop near the Radio location.
- j. Two (2) 14-gauge RED with WHITE STRIPE wires fused separately at 4 amps, one (1) labeled "RADIO 1 SWITCHED" and one (1) labeled "RADIO 2 SWITCHED". Wires must be switched with the "Master Switch" – Power Tamer applied. Both wires must be terminated in the console with a service loop near the Radio location.
- k. Two (2) 12-gauge BLACK wires, one (1) labeled "RADIO 1 GND" and one (1) labeled "RADIO 2 GND". Both wires must be terminated in the console with a service loop near the Radio location.
- l. Two (2) 14-gauge ORANGE wires fused separately at 20 amps, one (1) labeled "COMPUTER SWITCHED" and one (1) labeled "MODEM SWITCHED". Wires must be switched with the "Master Switch" – Power Tamer applied. Both wires terminated in the console with a service loop near the MDC location.
- m. Two (2) 12-gauge BLACK wires, one (1) labeled "COMPUTER GND" and one (1) labeled "MODEM GND". Both wires terminated in the console with a service loop near the MDC location.
- n. Two (2) 12-gauge BLUE wires fused separately, one (1) labeled "SPARE 1 SWITCHED" and one (1) labeled "SPARE 2 SWITCHED". Wires must be switched with the "Master Switch" – Power Tamer applied. Both wires terminated in the console with a service loop.
- o. Two (2) 12-gauge BLACK wires, one (1) labeled "SPARE 1 GND" and one (1) labeled "SPARE 2 GND". Both wires terminated in the console with a service loop.
- p. A 150 amp circuit breaker mounted in an easy to reach location. Circuit breaker shall cut all fuse panel power.
- q. The bidder must supply a complete paper and electronic wiring schematic with color code and label legend after completion and acceptance of the demonstration unit.

- ___ 31. **48" Deep K-9 Transport System:** One (1) Mfg: Havis-Shields®, #KK-K9-C20-K, 48" in deep x 47" in wide x 34" in high, canine kit that must include the following specifications;
- a. Heavy-duty, powder coat finish aluminum, single compartment kit with one sliding front door, aluminum fold-down interior window guards, door panels, rubber matting and dome light with a dash mounted switch.
 - b. Mfg: Havis-Shields®, #KK-K9-HP-5010-H, Heat sensor alarm to include the S.O.S. horn alert module, remote door popper module, dual window auto drop module, light bar activation module, siren activation module, remote pager/beeper module.
 - c. Mfg: Havis-Shields®, #KK-K9-FAN, 4" in air circulation fan.
 - d. Mfg: Havis-Shields®, #KK-K9-HA-FKT-I, 12" in ventilation fan.
 - e. A center console storage box that will act as a platform which will allow the K9 to exit through the front seat area.
- ___ 32. **32" Deep K-9 Transport System:** One (1) Mfg: Havis-Shields®, #KK-K9-C20-K-32, 32" in deep x 47" in wide x 34" in high, canine kit that must include the following specifications;
- a. Heavy-duty, powder coat finish aluminum, single compartment kit with one sliding front door, aluminum fold-down interior window guards, door panels, rubber matting and dome light with a dash mounted switch.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

- b. Mfg: Havis-Shields®, #KK-K9-HP-5010-H, Heat sensor alarm to include the S.O.S. horn alert module, remote door popper module, dual window auto drop module, light bar activation module, siren activation module, remote pager/beeper module.
- c. Mfg: Havis-Shields®, #KK-K9-FAN, 4" in air circulation fan.
- d. Mfg: Havis-Shields®, #KK-K9-HA-FKT-I, 12" in ventilation fan.
- e. A center console storage box that will act as a platform which will allow the K9 to exit through the front seat area.

___ 33. **Impala Trunk Storage:** One (1) storage organizer with lid installed in the spare tire wheel well. The storage organizer should be build in a manner that would allow for heavy items to be placed on top without damaging the items in storage.

___ 34. **Full Width, Single Drawer Lock Box:** One (1) custom lock box that must include the following specifications;

- a. Solid 1/8" in thick, light weight, corrosion resistant construction.
- b. Extra Heavy Duty ball bearing drawer slides.
- c. One (1) drawer to support 300 lbs at full extension.
- d. Two (2) centered T-handle locks and 4 keys.
- e. Cargo box height approximately 22" in, including 2" in top rails.
- f. Cargo box width must fill the entire rear cargo area of the vehicle.
- g. Cargo box depth must fill the entire rear cargo area between the rear seat, cage or partition to the liftgate.

___ 35. **Full Width, Two Drawer Lock Box:** One (1) custom lock box that must include the following specifications;

- a. Solid 1/8" in thick, light weight, corrosion resistant construction.
- b. Extra Heavy Duty ball bearing drawer slides.
- c. Two (2) drawers to support 150 lbs each at full extension.
- d. Two (2) centered T-handle locks and 4 keys per drawer.
- e. Cargo box height approximately 22" in, including 2" in top rails.
- f. Cargo box width must fill the entire rear cargo area of the vehicle.
- g. Cargo box depth must fill the entire rear cargo area between the rear seat, cage or partition to the liftgate.

___ 36. **Half Width, Single Drawer Lock Box:** One (1) custom lock box that must include the following specifications;

- a. Solid 1/8" in thick, light weight, corrosion resistant construction.
- b. Extra Heavy Duty ball bearing drawer slides.
- c. One (1) drawer to support 150 lbs at full extension.
- d. Two (2) centered T-handle locks and 4 keys.
- e. Cargo box height approximately 22" in, including 2" in top rails.
- f. Cargo box width shall be one-half the size of the rear cargo area installed on the street-side of the vehicle.
- g. Cargo box depth must fill all space between the rear seat, cage or partition to the liftgate.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Impala - Patrol Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
13	Impala Rear-Deck Lighting
14	Dome Light
16	Full Partition
17	Prisoner Transport Seat
19	Door Panels
20	Window Bars
23	Impala Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
33.	Trunk Storage



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Impala - Sgt. Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
13	Impala Rear-Deck Lighting
14	Dome Light
16	Full Partition
17	Prisoner Transport Seat
19	Door Panels
20	Window Bars
23	Impala Console System
25	Sgt & Lt Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
33	Trunk Storage



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Impala – Lt. Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
13	Impala Rear-Deck Lighting
14	Dome Light
23	Impala Console System
25	Sgt & Lt Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
33	Trunk Storage



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Impala – OCB Gang Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
9	Windshield Lighting
13	Impala Rear-Deck Lighting
14	Dome Light
23	Impala Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
33	Trunk Storage



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Impala – Half Patrol Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
13	Impala Rear-Deck Lighting
14	Dome Light
15	Impala Half Partition
23	Impala Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
33	Trunk Storage



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Impala – Half Sgt. Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
13	Impala Rear-Deck Lighting
14	Dome Light
15	Impala Half Partition
23	Impala Console System
25	Sgt & Lt Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
33	Trunk Storage



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Tahoe - Patrol Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
10	Tahoe Side Window Lighting
11	Tahoe Liftgate Lighting
12	Tahoe Under Liftgate Lighting
16	Full Partition
17	Prisoner Transport Seat
18	Tahoe Rear Barrier
19	Door Panels
20	Window Bars
21	Gun Rack
22	Tahoe Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Tahoe - Sgt. Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
10	Tahoe Side Window Lighting
11	Tahoe Liftgate Lighting
12	Tahoe Under Liftgate Lighting
16	Full Partition
17	Prisoner Transport Seat
18	Tahoe Rear Barrier
19	Door Panels
20	Window Bars
21	Gun Rack
22	Tahoe Console System
25	Sgt & Lt Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Tahoe - Lt. Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
10	Tahoe Side Window Lighting
11	Tahoe Liftgate Lighting
12	Tahoe Under Liftgate Lighting
22	Tahoe Console System
25	Sgt & Lt Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Tahoe - OCB Gang Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
9	Windshield Lighting
10	Tahoe Side Window Lighting
12	Tahoe Under Liftgate Lighting
22	Tahoe Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Tahoe - 32" K9 Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
10	Tahoe Side Window Lighting
11	Tahoe Liftgate Lighting
12	Tahoe Under Liftgate Lighting
21	Gun Rack
22	Tahoe Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
32	32" Deep K-9 Transport System



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Tahoe - 48" K9 Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
6	Push Bar
7	Push Bar Lighting
8	Light Bar
10	Tahoe Side Window Lighting
11	Tahoe Liftgate Lighting
12	Tahoe Under Liftgate Lighting
21	Gun Rack
22	Tahoe Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
31	48" Deep K-9 Transport System



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Tahoe - 32" U/C K9 Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
9	Windshield Lighting
10	Tahoe Side Window Lighting
12	Tahoe Under Liftgate Lighting
21	Gun Rack
22	Tahoe Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
32	32" Deep K-9 Transport System



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Tahoe - 48" U/C K9 Build

The bidder must supply and install all items listed below in accordance with the specifications detailed herein to complete this build page. The items listed on this build page must be used in preparing the Price Schedule for the subject build name.

1	Lights and Siren Controller
2	Siren Speaker
3	Air Bag Control Switch
4	4-Corner Lighting System
5	Grille Lighting
9	Windshield Lighting
10	Tahoe Side Window Lighting
12	Tahoe Under Liftgate Lighting
21	Gun Rack
22	Tahoe Console System
24	Patrol Filler Plates
26	Anti-Theft System
27	MDC Antenna
28	Stealth Blade Antennas
29	Low Loss Antenna Mount
30	Fuse Panel with Battery Protection
31	48" Deep K-9 Transport System



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Please submit **ONE (1) ORIGINAL AND THREE (3) COPIES** of the Submittal (Section V). **Please submit only Section V, do not submit a copy of the entire IFB document.** This offer will remain in effect for a period of 120 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

ALL OR NONE BID PRICE SCHEDULE AND DELIVERY SCHEDULE

Note: The city will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

1.

Build No.	Build Name	Delivery Calendar Days ARO	Total Unit Price Including Tax
1	Impala - Patrol Build		\$
2	Impala - Sgt. Build		\$
3	Impala - Lt. Build		\$
4	Impala - OCB Gang Build		\$
5	Impala - Half Patrol Build		\$
6	Impala - Half Sgt. Build		\$
7	Tahoe - Patrol Build		\$
8	Tahoe - Sgt. Build		\$
9	Tahoe - Lt. Build		\$
10	Tahoe - OCB Gang Build		\$
11	Tahoe - 32" K9 Build		\$
12	Tahoe - 48" K9 Build		\$
13	Tahoe - 32" U/C K9 Build		\$
14	Tahoe - 48" U/C K9 Build		\$

Company Name _____

Bid Opening Date: March 13, 2009

Solicitation No. IFB 09-141 (TH)

Page 52 of 56



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Optional Lock Box	Lock Box Name		
15	Full Width, Single Drawer		
16	Full Width, Two Drawer		
17	Half Width, Single Drawer		
Grand Total Lines 1 - 17			

2. PAYMENT TERMS

Bidder offers a prompt payment discount of _____% _____ calendar days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 calendar days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

3. DELIVERY

Bidder states that item(s) ordered will be delivered _____ calendar days after receipt of order. This delivery schedule shall include any time for shipping.

4. YEARS IN BUSINESS AND CUSTOMER REFERENCE LISTING

Contractor certifies that _____ has provided
(Company Name)
complete service to supply and install police vehicle equipment as listed in this IFB for a period
of _____ years.
(number of years)

Company Name _____

Bid Opening Date: March 13, 2009

Solicitation No. IFB 09-141 (TH)

Page 53 of 56



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

CUSTOMER REFERENCE LISTING

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, for the supply and installation of police vehicle equipment.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Bid Opening Date: March 13, 2009

Solicitation No. IFB 09-141 (TH)

Page 54 of 56



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

OFFER

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of Invitation for Bid and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

THE BELOW DATE IS A MANDATORY ENTRY.

VENDORS MUST BE AA COMPLIANT AT THE TIME OF BID SUBMITTAL

NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE

Enter Affirmative Action Compliance Expiration Date

Call 602-262-6790 to confirm Date,
registration procedures located at
<http://phoenix.gov/BUSINESS>

Bidder certifies that bidder has read, understands, and will fully and faithfully comply with this Invitation for Bid, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

Authorized Signature

Date

Printed Name and Title

Company Name

Address

City, State and Zip Code

Telephone Number

Company's Fax Number

Company's Toll Free #

Email Address

Company Name _____

Bid Opening Date: March 13, 2009

Solicitation No. IFB 09-141 (TH)

Page 55 of 56



SECTION V - SUBMITTAL

CITY OF PHOENIX
Purchasing Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Purchase Order Mailing Address (if different from above)

Name _____

Address _____

City, State and Zip Code _____

Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision in the General Bidding Instructions and Conditions of Purchase.

Name _____

Address _____

City, State and Zip Code _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

CITY OF PHOENIX, a municipal corporation
Frank Fairbanks, City Manager

City Clerk

Susan Perkins, Deputy Finance Director

Approved as to form this 14 day of September, 2006

Awarded this _____ day of _____, 2009.

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

Company Name _____

Bid Opening Date: March 13, 2009

Solicitation No. IFB 09-141 (TH)

Page 56 of 56