



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 03/01/2022

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Chalmers Ford dba MHQ of Arizona (Headquarters: Chandler, AZ)

**\*Project Title/Description:**

Emergency Code Equipment Parts and Service

**\*Purpose:**

Award: Master Agreement No. MA-PO-22-102. This Award is for an initial term of one (1) year in the annual award amount of \$1,600,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Fleet Services and Sheriff.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive sealed bidding, Solicitation No. IFB-PO-2200051 was conducted. Two (2) responses were received. Award is to the lowest, responsive and responsible bidder.

PRCUID: 437112

Attachments: Notice of Recommendation for Award and Master Agreement.

**\*Program Goals/Predicted Outcomes:**

To provide Pima County with Emergency Response Code equipment, parts, supplies, repairs, and installation services for County emergency vehicles.

**\*Public Benefit:**

Cost effective quality products and services will reduce the wait time of available emergency vehicles needed for public service use.

**\*Metrics Available to Measure Performance:**

By the availability of product and delivery times of code equipment, parts, supplies, repair, and installation services. Delivery Order will be issued for each purchase. Monitoring invoices for accuracy and to ensure compliance is within the terms of the contract.

**\*Retroactive:**

No.

To: COB 2-10-2022

Vers: 1

Pgs: 30

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-102  
Commencement Date: 04/18/2022 Termination Date: 04/17/2023 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ 1,600,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Fleet Service Ops

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % 0

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Procurement Officer: Stephen M. Romero Digitally signed by Stephen M. Romero Date: 2022.02.09 09:41:45 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.02.09 09:57:00 -07'00'  
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.02.09 12:15:17 -07'00' Telephone: 520-724-3021  
Department Director Signature/Date: [Signature] 2-9-2022  
Deputy County Administrator Signature/Date: [Signature] 2/10/2022  
County Administrator Signature/Date: [Signature] 2/10/2022  
(Required for Board Agenda/Addendum Items)



## **NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: February 10, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2200051 for Emergency Code Equipment Parts & Service that the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after March 1, 2022.

Award is recommended to the lowest, responsive and responsible Bidder.

<u>AWARDEE NAME</u>	<u>BID AMOUNT</u>	<u>ANNUAL AWARD AMOUNT</u>
Chalmers Ford dba MHQ of Arizona	\$1,443,551.95**	\$1,600,000.00(including sales tax)

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
Airwave Communications Enterprises, Inc.	\$1,476,264.30**

\*\*Bid amount as shown includes corrections.

Issued by: Stephen Romero, Procurement Officer

Telephone Number: 520-724-3021

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).

**Solicitation Number: IFB-PO-2200051**

**Title: Emergency Code Equipment Parts and Services**

**Submittal Presented by: Chalmers Ford DBA MHQ**

Dear Stephen Romero:

We are very pleased to submit Chalmers Ford's proposal in response to Solicitation Number IFB-PO-2200051, to provide Emergency Code Equipment Parts and Service. The attached documents outline our proposed approach and addresses the information requirements that were outlined in the Solicitation.

With over a decade of doing business in New Mexico and Arizona, our firm has the in-depth knowledge and experience to undertake this initiative on behalf of Pima County Fleet Services.

We would be pleased to answer any questions you might have regarding our submission.

Thank you for the opportunity to submit our proposal for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom VanNess", with a stylized flourish at the end.

Tom VanNess  
Western Arizona Sales Manager  
Chalmers Ford / MHQ of Arizona  
550 N. 54<sup>th</sup> St.  
Chandler, AZ 85226  
(480)375-1276



## PIMA COUNTY NOTICE OF INVITATION FOR BIDS (IFB)

Solicitation Number: IFB-PO-2200051

Title: Emergency Code Equipment Parts and Services

**DUE IN AND OPENS:** February 3, 2022 AT OR BEFORE 10:00 AM LOCAL TUCSON, AZ TIME (MST)

**Submit Proposal to:**

Pima County Procurement Department  
150 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

**Pre-Bid Virtual Conference:**

January 19, 2022 AT 11:00 AM, LOCAL TUCSON AZ TIME (MST)  
Pima County Procurement Department  
150 West Congress, 5<sup>th</sup> Floor  
Tucson, Arizona 85701

**MS Teams Meeting Only**

MS Teams Link: [Click here to join the meeting](#)

**SOLICITATION:** Pima County ("County") is soliciting bids from Offerors qualified, responsible and willing to provide Emergency Code Equipment Parts and Services in compliance with all solicitation specifications and requirements contained or referenced herein.

**GENERAL DESCRIPTION:** To provide Emergency Code Equipment Parts and Services, per specifications and requirements defined herein.

You may download a full copy of this solicitation at <https://vendors.pima.gov> by selecting the solicitation number. Offerors are required to check this website for amendments prior to the Due In and Opens date and time to assure that the bid incorporates all amendments. Prospective Offerors may also pick up a copy, Monday through Friday excluding legal holidays, 8 A.M. to 5 P.M. LOCAL TUCSON ARIZONA TIME (MST), at the address listed above.

**PRE-BID VIRTUAL CONFERENCE:** County will hold an MS Teams meeting Pre-Bid Meeting for the purpose of clarifying requirements and answering prospective Offeror questions. This meeting will be held via MS Teams Only. It is the responsibility of Prospective Offerors to familiarize themselves with all requirements of the solicitation and to identify any issues at the conference. Attendance is optional but encouraged.

**MS TEAMS BID OPENING:** County will publicly, via an MS Teams meeting, open bids after the Due In and Opens date and time listed above or as subsequently changed by a solicitation amendment. The County will read each respondent's name. County will open bids so as to avoid disclosure of the contents of any bid to competing Offerors during the process. MS Teams Meeting Link: [Click here to join the meeting](#).

Offerors must submit bids as defined in the Instructions to Offerors, in accordance with the Standard Terms and Conditions, and all solicitation documents either referenced or included herein. Failure to do so may be cause for County to reject a bid as *non-responsive*.

Offerors must complete and return those documents identified in Section 4, Submission of Bids of the Instructions to Offerors document.

Offerors may not withdraw bids for sixty (60) days after opening except as allowed by Pima County Procurement Code.

Bonds are not required.

***OFFERORS ARE REQUIRED TO READ THE ENTIRE SOLICITATION, INCLUDING ALL REFERENCED DOCUMENTS, ASSURE THAT THEY ARE WILLING AND ABLE TO COMPLY, AND TO INCORPORATE ALL ASSOCIATED COSTS IN THEIR BID.***

**County will not accept verbal requests for clarifications or interpretations.** Offerors must submit any questions or deviation requests in writing to County's Procurement Department, Attention Stephen Romero, email: [Stephen.Romero@pima.gov](mailto:Stephen.Romero@pima.gov).

All submittals must reference the Solicitation Number and Title. County may not answer any questions that Offerors submit within eight (8) days of the solicitation "*Due in and Open*" Date and Time.

**INSTRUCTIONS TO OFFERORS**

FAILURE TO COMPLY MAY CAUSE COUNTY TO IMPROPERLY EVALUATE THE BID OR TO CONSIDER THE BID TO BE NON-RESPONSIVE

**1. PREPARATION OF RESPONSES:**

Offeror's submission must use the forms contained in this package. Offerors must print, in ink, or type all prices and notations. **Erasures are NOT permitted.** Offerors must cross out errors and print in ink or type corrections adjacent to the error, and the person signing the bid will initial any such correction. Pima County ("County") prefers typed responses.

All bids must, if appropriate indicate the registered trade name, stock number, and packaging of the items included in the bid.

Any surety that this solicitation requires may be in the form of a bond, cashier's check or certificate of deposit made payable to *Pima County*. Personal or company checks are not acceptable.

**2. OFFER AGREEMENT Emergency Code Equipment Parts and Services (17 Pages):**

An authorized representative of Offeror **MUST** complete and sign the Offer Agreement document, certifying that the Offeror is willing and able to meet all requirements of the solicitation. The completed and signed Offer Agreement becomes a binding offer once submitted by Offeror and opened by County on the **Due In and Open** date. Once County accepts and executes the agreement, as defined by the process in this solicitation, the Offer Agreement becomes a legal contract between Offeror and County for the goods and services described therein.

**Contractor Minimum Qualifications:**

Contractor Minimum Qualifications are intended to establish the Offeror's capacity and responsibility for providing the services or products solicited. To be evaluated and considered for award of contract Offeror must submit with the Offer Agreement all documents specified in the *Contractor Minimum Qualifications* section of the Offer Agreement. If requested in that section, Offeror must denote the license numbers or descriptions and other information requested.

**Unit Prices & Bid Certification:**

Offerors must fully complete and sign the "*Compensation & Payment*" and "*Bid/Offer Certification*" sections of the Offer Agreement utilizing the forms provided by this solicitation.

Unless otherwise stated, Offeror must provide a Unit Price for all items defined by the Offer Agreement Unit Prices schedule. Offeror must provide requested information and data in the precise manner that County requests. Product descriptions must provide sufficient information for the product being offered. All unit prices must remain firm for the initial term of the executed agreement, with the exception that should Offeror during the term of the agreement offer to another buyer pricing for like or similar quantity, products or services at a price more favorable than those given to County, Offeror must offer the same pricing to County effective on the date that price is offered to another buyer. Offeror's unit prices must include all costs required to implement and actively conduct and document cost control and reduction activities. Offeror must separately invoice taxes applied to the unit price and legally applicable to Pima County purchase transactions and not include them in the item unit price. Unit Prices must include all costs incidental to the provision of the requirements defined by the solicitation and Offer Agreement and unless otherwise specified by the Delivery Article must be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). County will not pay any additional charges and Offeror will not invoice them. Unit prices prevail in the event of an extension error. Price each item separately. Delivery time if stated as a number of days' means "calendar" days.

County reserves the right to question, clarify and correct obvious errors.

**3. SPECIFICATIONS & DEVIATIONS:**

The specifications included in this solicitation intend to identify the kind and quality of goods or services to be provided without being unnecessarily restrictive, and to allow Offeror to provide the information needed for the development of consistent and comprehensive bids.

Equipment brand names, models and numbers, when given, intend to identify a level of quality, equivalent performance and dimensional specifications, and are for reference only, unless the solicitation otherwise specifies.

Failure to perform appropriate research, discovery, examine any drawings, specifications, and instructions will be at the Offeror's sole risk.

Items included in Offeror's bid must meet the specifications and requirements set forth by the solicitation.

Deviation requests must specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial solicitation due date. County may not answer requests submitted within eight (8) days of the solicitation due date. Acceptance or rejection of said deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional bids that do not conform to or that request exceptions to the published solicitation (and amendments) as non-responsive and may not evaluate them.

All equipment must be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror must provide manufacturer and Offeror documentation, including and not limited to the following not later than fourteen (14) days after request by the County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

#### **4. SUBMISSION OF BIDS:**

Submissions are binding offers and will result in a binding contract upon acceptance by County by issuance of a properly executed contract document referencing said Offer.

Offerors are to complete, execute and submit one original and one copy/one digital copy Universal Serial Bus (USB) flash drive.

**A COMPLETE & SIGNED OFFER AGREEMENT MUST BE SUBMITTED. A complete offer agreement will consist of:**

**1. All Seventeen (17) pages of the Offer Agreement (which include Pima County's Standard Terms and Conditions), with the following sections and their requirements completed:**

- **Section 3: Contractor Minimum Qualifications and supporting documents**
- **Section 5: Sustainability**
- **Section 8: Compensation & Payment**
- **Section 13: Acknowledgement of Solicitation Amendments**
- **Section 14: Small Business Enterprise (SBE) Certification**
- **Section 15: Bid/Offer Certification Page**

**2. Any other documents required by the solicitation.**

**NOTE: Insurance certification documents will be required from the winning Offeror within two (2) business days after the Notice of Recommendation for Award is posted on the Procurement website.**

County must receive and time-stamp bids at the specified location at or before the Due In and Opens date and time as defined by the Invitation for Bid. County's time-stamp is the official time used to determine the timeliness of the submittal. County will not accept Bids and modifications that County receives after the Due In and Opens date and time and County may return them unopened. County will open and record timely submittals promptly after the Due In and Opens date and time.

An authorized agent of Offeror must sign bids and submit them in a sealed envelope marked or labeled with the Offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Due In and Opens date and time that the Invitation for Bid specifies.

County will not accept emailed or facsimiles of bids.

Failure of Offeror to comply with the solicitation requirements, including but not limited to submittals that do not contain all documents, or that modify the solicitation requirements, may be cause for County to reject Offeror's bid as *non-responsive* and not evaluate it.

#### **5. COMPLIANCE WITH AGREEMENT:**

County will execute an agreement with the successful Offeror by issuance of a Master Agreement ("MA") or Purchase Order ("PO").

**6. INQUIRIES & NOTICE OF RECOMMENDATION FOR AWARD (NORFA):**

County will not provide results of this procurement in response to telephone inquiries. Interested parties may attend the public opening at the time and date stated in this solicitation. A tabulation of submittals will be on file at the Procurement Department. No oral interpretations or clarifications made to any Offeror as to the meaning of any of the solicitation documents will be binding on County. If a prospective Offeror believes a requirement of the solicitation documents to be needlessly restrictive, unfair, or unclear, the Offeror must notify the Pima County Procurement department in writing identifying the solicitation number, page and paragraph number and clearly stating the issue and suggested solution prior to the Due In and Open date set for receipt of the bid or proposal. County will respond by written amendment sent to all known potential Offerors. County may not answer issues identified less than eight (8) days prior to the Due In and Opens date.

The Pima County protest procedures are in Chapter 11.20 of the Pima County Procurement Code, available through [http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty\\_az/title11pimacountyprocurementcode/chapter1120protests?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:pimacounty\\_az\\$sanc=JD\\_Chapter11.20](http://library.amlegal.com/nxt/gateway.dll/Arizona/pimacounty_az/title11pimacountyprocurementcode/chapter1120protests?f=templates$fn=default.htm$3.0$vid=amlegal:pimacounty_az$sanc=JD_Chapter11.20). The five-day period to file a protest of the award will be measured from the date the Notice of Recommendation for Award is posted on the Pima County Procurement website at <http://www.pima.gov/procure/awards/> without regard to whether individual notices were issued. It is the responsibility of Offerors and Proposers to check the website.

**7. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event there are variations or conflicts between these instructions and the standard terms and conditions or the offer agreement document, the standard terms & conditions and offer agreement govern.

**8. VENDOR RECORD MAINTENANCE:**

By submitting a response to this solicitation, Offeror agrees to establish and maintain a complete Pima County Vendor record, including the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9), within ten (10) calendar days of the solicitation due date. Offeror also agrees to update the information within ten (10) calendar days of any change in that information and prior to the submission of any invoice or request for payment. The preferred method for creating or updating this record is via the Internet utilizing the Pima County Vendor Self Service (VSS). The registration requires that Offeror establish and maintain email functionality. In addition to providing the means for an Offeror to create and maintain its Vendor record, VSS also provides for email notice to Offeror regarding solicitations that County publishes for commodities of interest as defined by the Vendor record. Internet links for Vendor Registration are located at the Procurement Internet page: <http://www.pima.gov/procure/venreg.htm>.

**9. SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE:**

Any contract funded in any amount with federal funds is not eligible for this preference.

For those bids that do not exceed \$500,000 per contract year, County will give a 5% bid preference to firms submitting SBE Certificates issued by the City of Tucson WITH THEIR BID; said certification is subject to verification and acceptance by County. If County accepts the certification, it will evaluate the bid at 95% of the bid amount to determine the low and responsive bid. If County makes an award of contract, the contract will utilize the Unit Prices, or Lump Sum, as bid.

To be eligible for the price preference, SBE firms must include with their bid documents a copy of their current certification certificate which they may acquire from the City of Tucson; Department of Procurement. The City of Tucson SBE website, which typically includes an SBE Application Form and a Directory listing firms holding SBE Certification, is located at: [http://www.tucsonprocurement.com/bidders\\_SBE.aspx](http://www.tucsonprocurement.com/bidders_SBE.aspx).

The process of acquiring SBE Certification may take several weeks. Please contact the Pima County Business Enterprise Program Coordinator at (520) 724-3807 for assistance or further information.

**10. DOCUMENTS MARKED CONFIDENTIAL:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to this solicitation, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Offeror reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Offeror must prominently mark those records



"CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Offeror of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice, unless Offeror has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Any information marked as CONFIDENTIAL must be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

The Offeror agrees to waive confidentiality of any price terms in the event of an awarded contract.

**END OF INSTRUCTIONS TO OFFERORS**

**OFFER AGREEMENT****1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with Emergency Code Equipment Parts and Services on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions, and this Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:**

The initial term of the MA will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK <input checked="" type="checkbox"/> appropriate response certifying agreement with the documentation are attached with the bid.
1	Contractor must be in business and an authorized dealer or seller of the manufacturer of emergency/special lighting, parts, accessories, equipment and installation for a minimum of 3 (three) years, including current year.  <b>Submit a copy of Business Licenses.      * Business License attached *</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must have a repair and installation facility located within the Tucson, AZ city limits.  N/A <hr/> Address  <b>Provide Address of Tucson Location.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Contractor will provide Pima County Fleet Services and Sheriff Department with Emergency Code Equipment Parts and Services to help reduce wait time of available emergency vehicles needed for public service use. All good and services shall conform to the Instruction to Bidders and Standard Terms and Conditions as modified or added to by **Attachment A: Detailed Requirements (2 pages)**.

**5. SUSTAINABILITY:**

In accordance with BOS Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** which of the following your business incorporates:

- ☒ Waste prevention/reduction or material recycling/reuse?
- ☐ Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration?
- ☒ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?
- ☒ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?
- ☐ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County)?

**6. OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**7. ACCEPTANCE OF GOODS & SERVICES:**

The County Department designated on the issued order DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

**8. COMPENSATION & PAYMENT:**

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors*, *Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

**UNIT PRICES (Net 30-day Payment Terms)**

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	Parts & Model Number	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Led-White Hide Away	ELUC2S010W	100	EA	80.85	8,085.00
2	4 In Red/Blue/White Stud Mount	EMPS2STS5RBW	250	EA	132.55	33,137.50
3	Dome Light	ECVDMLTST4G	150	EA	25.85	3,877.50
4	Amber/White Surface Mount	EGHST2F	80	EA	102.30	8,184.00
5	Led-Red Hide Away	ELUC2S010R	100	EA	80.85	8,085.00
6	795h Emitter	PEPL9GTT795H	40	EA	1267.75	50,710.00
7	10" Light Bar-Rigid	110113	20	EA	329.99	6,599.85
8	Intelliswitch	ETSP990	20	EA	205.15	4,103.00
9	4" Red/Blue Spoiler Lights	EMPS2STS4J	40	EA	119.35	4,774.00
10	Siren Controller	ETSA461HPP	30	EA	409.20	12,276.00
11	Light Bar-Quadrant-Mini Dot	EPL7PFAC	15	EA	281.60	4,224.00
12	Sound Off-Siren Speaker-100 Watt	ETSS100J	150	EA	151.80	22,770.00
13	Super Relay Kit 130amp 12vdc	V24132A2001Z200	60	EA	73.84	4,430.32
14	Red/White Led Driver Mirror	ENT2B3D	60	EA	155.10	9,306.00
15	Blue/White Led Passenger Mirror	ENT2B3E	60	EA	155.10	9,306.00
16	Sound Off-Siren Controller-Remote Mount	ETSA481CSR	15	EA	410.30	6,154.50
17	Warn Winch Cable, 5/16" X 100ft	38314	15	EA	173.33	2,599.94
18	Amber Light Bar , 54", Public Works	ENFLBS1254	25	EA	1293.60	32,340.00
19	Led Spotlight Bulb - Wide 8 Degree	P46FLC	60	EA	201.66	12,099.70
20	Dome Light	ECVDMLTAL00	90	EA	62.70	5,643.00
21	54" Lightbar-Police	ENFLBS1254	70	EA	2582.25	18,0757.50
22	Go Rhino-Push Bar Bumper '07-'13 Tahoe	5160	15	EA	514.55	7,718.27
23	Blueprint 400 Series Controller	ENGSA07152	60	EA	408.10	24,488.00
24	Mini Light Bar Led, 9-32v-24 Inch	ENRMBSSSDSS4	15	EA	602.25	9,033.75
25	Push Bar W/ Lighting	BK2168ITU20	65	EA	961.34	62,487.24
26	Weapon Rack	WEI002	60	EA	387.21	23,232.30
27	Blue Print Link Module	ENGLNK002	60	EA	298.65	17,919.00
28	Panel-Blueprint	ENGCP18001	60	EA	172.70	10,362.00
29	Computer Mount	CMSDMTSLLED	60	EA	366.47	21,988.25
30	Front Partition	TPESL6USSF	30	EA	694.06	20,821.88
31	Center Console	CC20UVLP17	30	EA	357.83	10,734.93
32	Rear Partition W/ Seat	PS20UVFXOSR	30	EA	1510.52	45,315.67
33	Blueprint 3 Central Controller	ENGCC01243	60	EA	386.10	23,166.00
34	Rear Spoiler R/B Light Bar	EMPAK00BN0KS	30	EA	1277.10	38,313.00
35	Cargo Box	CPGB44248T3	30	EA	1082.13	32,463.99
36	Remote Node-Blueprint	ENGND04101	120	EA	217.25	26,070.00
37	Blueprint Link Module-Chevy	ENGLNK004	35	EA	338.80	11,858.00
38	Push Bumper W Lighting	BK2168TAH21	45	EA	982.01	43,260.47
39	Rear Partition	PS21THOSRFX	35	EA	1567.40	54,859.03
40	Partition Front	KITTPSL621TH	35	EA	860.38	30,113.25
41	2021 18" Stand Console 10"Slope/8"Lev	CC21TH1008	35	EA	419.03	14,666.03
42	Pass Seat Computer Mount W/ Sidearm	CM21THSLC	35	EA	596.15	20,865.08
43	Cargo Box Mount	AC21THCPMNT	35	EA	340.55	11,919.30
44	Cargo Box	CPGB403218TLL	35	EA	1781.00	62,335.00
45	Lightbar Blue Lamp	PEPL9LLSBC	20	EA	1713.25	34,265.00
46	Arm Rest Mount	ACTBARMNT	60	EA	139.88	8,380.59
47	Labor	Labor	4000	Hour	85	340,000.00
48	Shop Fee (Flat Rate Per Build)	Shop Fee	45	EA	165.00	7,425.00
<b>FOB Destination/Unloaded; include cost of freight in unit price.</b> <b>Although County will pay taxes IF applicable, do NOT include sales tax in unit price.</b>					<b>TOTAL BID</b>	<b>1,443,551.84</b>

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

**Price Warranty.** Contractor will give County the benefit of any price reduction before actual time of shipment.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for the County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to the County i.e. Manufacturer's List Price – (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)		Qty of Pages	Dated	Percentage Discount (Mfr List Price – (List price x Discount %) = Discounted Unit Price)
Decked	www.decked.com	N/A	2022	5%
911 Circuits	www.911circuits.com	N/A	2022	25%
Whelen	www.whelen.com	N/A	2022	35%

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount Percent: 0 % if payment tendered within N/A Days as indicated above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's DO or DOM document.

All Invoice documents will reference the County's DO or DOM number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which

Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

9. **DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO or DOM document.

**Jobs-In-Progress:** Deliveries shall be made within two (2) hours from the time order is placed by the County and when the item(s) are in stock and on the Contractor's shelf. When Contractor item(s) are not in stock and need to be ordered from suppliers outside of Pima County, deliveries shall be made within twenty-four (24) hours from the time the order is placed by the County. Where it is known that the Contractor cannot meet the 24-hour limit, the County, reserves the right to procure item(s) on the open market.

**County Inventory Stock:** Stock order delivery shall be made within twenty-four (24) hours of order placement. Deliveries shall be made to:

Pima County Fleet Services Parts Department  
1291 S. Mission Rd  
Tucson, AZ 85713

Hours of Operation: 7:00 AM to 4:00 PM, Monday – Friday, excluding holidays. The Contractor shall have a local area location and the capabilities for providing walk-in purchasing and invoicing in the event a county employee is sent to pick-up parts.

Contractor must provide invoice at the time of delivery for all item(s) delivered and received by Fleet Services unless prior other arrangements have been arranged and communicated.

**Pick-Up/Delivery:** Contractor guarantees pick-up and delivery of vehicles within two (2) calendar days after notification. Pick-up and Delivery location: 1291 S. Mission Rd., Tucson, AZ 85713.

Contractor guarantees delivery of product or service in less than two (2) calendar days after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. **TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

11. **OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. IFB-PO-2200051 including the Invitation for Bid, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

12. **INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional Insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or 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 the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**.Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
N/A		N/A		N/A	
N/A		N/A		N/A	

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:** × N/A

Is your firm SBE certified as defined by the solicitation "Instructions to Offerors" section? Yes ☐ No ☒

(select one)

If Yes, have you included your certification document? Yes ☐ No ☒  
(select one)

**NOTE:** If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

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**16. BID/OFFER CERTIFICATION:****CONTRACTOR LEGAL NAME:** Chalmers Ford dba MHQ West**BUSINESS ALSO KNOWN AS:** MHQ of Arizona**MAILING ADDRESS:** 550 N. 54th St.**CITY/STATE/ZIP:** Chandler, AZ 85226**REMIT TO ADDRESS:** 550 N. 54th St.**CITY/STATE/ZIP:** Chandler, AZ 85226**CONTACT PERSON NAME/TITLE:** Tom VanNess - Western Arizona Sales Manager**PHONE:** 480-375-1276**FAX:** 480-361-7716**CONTACT PERSON EMAIL ADDRESS:** tvanness@mhqwest.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** tvanness@mhqwest.com**CORPORATE HEADQUARTERS ADDRESS:** 2500 Rio Rancho Blvd SE, Rio Rancho, NM 87124**WEBSITE:** www.mhqwest.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

**SIGNATURE:****DATE:** 2/03/2022Tom VanNess - Western Arizona Sales Manager**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 480-375-1276 / tvanness@mhqwest.com**County Attorney Contract Approval "As to Form".**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the evaluation process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION AND APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County at its sole option and at no cost to County may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all at no cost to County. County reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION:**

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, County, at its sole discretion and without prejudice to County's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, County may reject same, and it thereupon

becomes the duty of Contractor to reclaim and remove the same, without expense to County, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, County has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of County to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the MA, PO or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by County in procuring any items which the Contractor agreed to supply. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, County has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the County's agreement and required to satisfy particular Public Agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled *County Cooperative Agreements – Authorized Agencies*.

**20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and

documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOK AND RECORDS:**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS:**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County



during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**44. ISRAEL BOYCOTT CERTIFICATION:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

***END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS***



**ATTACHMENT A: DETAILED REQUIREMENTS (2 pages)****A. Contractor's Performance General Specifications:**

- Contractor to guarantee the ability to (up-fit or build) two (2) full complete builds a week. No minimum or maximum quantity commitment from Pima County.
- All material and workmanship provided to the County must be of the highest industry standard.
- Contractor must guarantee all labor under this contract against defects of workmanship for a period of one (1) year from the install date.
- Upon up-fitting County vehicles contractor will provide wiring diagram and installation process map of all parts installed for each class of vehicle, and Pima County Fleet Services needs to be in agreement with this wiring diagram and process map of installation.
- If during the installation process, Pima County Fleet Services finds problem/s with the agreed wiring diagram and installation process, the contractor will be notified and contractor will cease all installation of "Code" equipment immediately until problem/s have been resolved.
- In the event that contractor's installation causes damage to the Pima County asset, contractor must pay for parts and or labor of repairs. All repairs, parts and installation must meet the Manufacturer vehicle requirements.
- Contractor must designate a single point of contact to be responsible for all communications with assigned Fleet Services County Representative.
- Contractor must have the ability to pick up and deliver vehicles between the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Holidays to and from Fleet Services facility located at 1291 S. Mission Rd. Tucson Az.
- Contractor's vehicle operators must have a valid Arizona Operator's license appropriate to the vehicle being operated to and from Fleet Services facility located at 1291 S. Mission Rd. Tucson Az. Vehicles will be picked up within 24 hours from the initial point of request made by Fleet Representative unless prior arrangements have been made.
- Vehicles must only be driven between County facilities and the Contractors place of business. No other use of vehicles is permitted without Fleet Services prior approval. Report of reckless driving or other poor driving practices by the Contractor's vehicle operators will be investigated by Pima County Sheriff Dept. and may be cause for termination of the contract.
- Contractor must maintain a secure facility equipped but not limited to a security fence, security cameras, lockable gates or exit and entrances to provide the services required. The County will not provide office or storage space for the contractor's supplies, vehicles or equipment.
- The contractor must furnish all necessary labor and equipment to perform services. All labor performed on vehicles and equipment must be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, no-notice inspections by the County Representative.
- Emergency response vehicles must have "OUT OF SERVICE" signs placed over Sheriff logo on doors before being driven off County property, contractor will be responsible for providing magnetic signs.
- Vehicle accessory inspection and inventory must be conducted prior to Contractor's acceptance of the vehicle and immediately upon its return to the County. Items left in vehicle will be documented in work orders and checked upon vehicle arrival. The Contractor is responsible for any loss of County equipment or damage to County equipment.
- Pima County will decide how many vehicles, if any, are sent to the Contractor's location for installation of equipment. Pima County will provide the Sheriff's Department's specialty equipment required for installation. When winch system and lift-kits are installed on 4x4 vehicles, a front steering and suspension alignment must be performed prior to delivering vehicles to Pima County.

**ATTACHMENT A: DETAILED REQUIREMENTS (continued)****B. Quality Assurance Specifications:**

- Fleet Services Department will designate a Contract Representative.
- The Contract Representative will give final approval on all work performed, wiring schematic and process map provided by contractor.
- If Contract Representative deems the installation unsatisfactory, Contractors will be notified within forty-eight (48) hours and both parties must agree on a mutual resolution.

**C. Technical Specifications: Installation of Equipment:**  
**DC Wiring/Routing/Fabrication**

- All connections must be made with AMP "Tetra-Crimp" connectors and tooling or approved substitutions approved by Pima County Contract Representative.
- Connectors that pierce the insulation of the wire or rely on friction or squeeze fit are not acceptable.
- No more than one splice will be allowed in the main power feed to equipment.
- Splices will not be permitted under carpeting, headliners or vehicle molding.
- Main power connections must be made to a single power accessory feed point. No direct connections will be made directly to the battery unless no other power tie point is available. Contract Representative must be informed prior to connecting directly to battery and provided with wiring schematic and process map.
- Attachment to vehicle fuse panels will only be acceptable for power source or switched hot wiring. Main power or high current draw circuits are to be routed directly from the feed point.
- All power feed wires will be fused separately. Branching will be allowed only upon concurrence from Pima County Contract Representative.
- All fuse holders must be of the automotive blade type.
- All ground returns must be run to the vehicle battery to reduce ground loops and assure reliable grounding. If the negative battery cable is equipped with a pigtail, the pigtail will be considered an acceptable ground tie point. Grounding through other chassis or body tie points is not acceptable.
- All wiring shall be rated to accommodate a minimum of 25% over the fuse protected current on that circuit.
- Wiring that is nicked or has otherwise sustained damage that could impair its insulating qualities must be replaced.
- Grommets will be used to protect any wiring that must pass through any surface.
- Any holes drilled for a wire pass-through (protected with a grommet) will not exceed 125% of the diameter of the diameter of wire or cabling being run.
- Some projects may call for the Contractor to fabricate custom brackets. All such brackets must be of industry standard with no sharp edges or corners, they must be painted on all sides, and be of adequate construction to perform the task for which the County intends them. The County will approve all Contractor-manufactured brackets prior to their being installed in County vehicles.

**RF Wiring:**

- The County will furnish all coaxial cable, antenna kits, and terminal connectors.
- Coaxial cables will not be spliced or reused. In-line connectors will only be used with the prior approval of the County Contract Representative.
- The Contractor will perform a VSWR test on all antennas. The VSWR will be no greater than 1.5:1. Certain equipment transmits via software control; the County will supply the necessary instruction and software needed to accomplish the VSWR test of this unit.



CITY OF CHANDLER  
TAX & LICENSE DIVISION  
Mail Stop 701, PO Box 4008  
Chandler, AZ 85244-4008

(480) 782-2299 Phone  
(480) 782-2343 Fax  
[licensing@chandleraz.gov](mailto:licensing@chandleraz.gov) e-Mail  
[www.chandleraz.gov](http://www.chandleraz.gov) Website

2022

**Business Name and Location**

**Mhq Of Arizona**

550 N 54th St  
Chandler, AZ 85226

**Don Chalmers Ford Inc**

550 N 54th St  
Chandler, AZ 85226

**License No:** 202744

**Type:** Business Registration

**Issue Date:** 12/8/2021

**Exp Date:** 12/31/2022

This license is non-transferable and must be posted in a conspicuous place at the business location. The issuance of this license / permit shall not be construed as permission to operate in violation of any law or regulation.

**(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)**

Thank you for doing business in Chandler. We realize that you had many options when considering where to operate your business and we are pleased that you chose Chandler.

If you have questions regarding Chandler's tax reporting requirements or need information regarding specialty licenses, please contact us by:

Phone: (480) 782-2299  
Fax: (480) 782-2343  
E-mail: [licensing@chandleraz.gov](mailto:licensing@chandleraz.gov)

We wish you success and prosperity in this year and in the years to come.

Tax & License Division  
City of Chandler

ARIZONA DEPARTMENT OF REVENUE  
ATTN: Customer Care and Outreach  
PO BOX 29032  
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

**2022**

**ISSUED TO:** DON CHALMERS FORD INC  
550 N 54TH ST  
CHANDLER AZ 85226

ALL communications and  
reports MUST REFER to  
THIS LICENSE NO.

**→ LICENSE: 21033128**  
**START DATE: 06/01/2014**  
**ISSUED: 12/10/2021**  
**EXPIRES: 12/31/2022**

**LOCATION:** CODE 002  
CHANDLER  
550 N 54TH ST  
CHANDLER, AZ 85226  
2100062400992

**BUSINESS CODE**

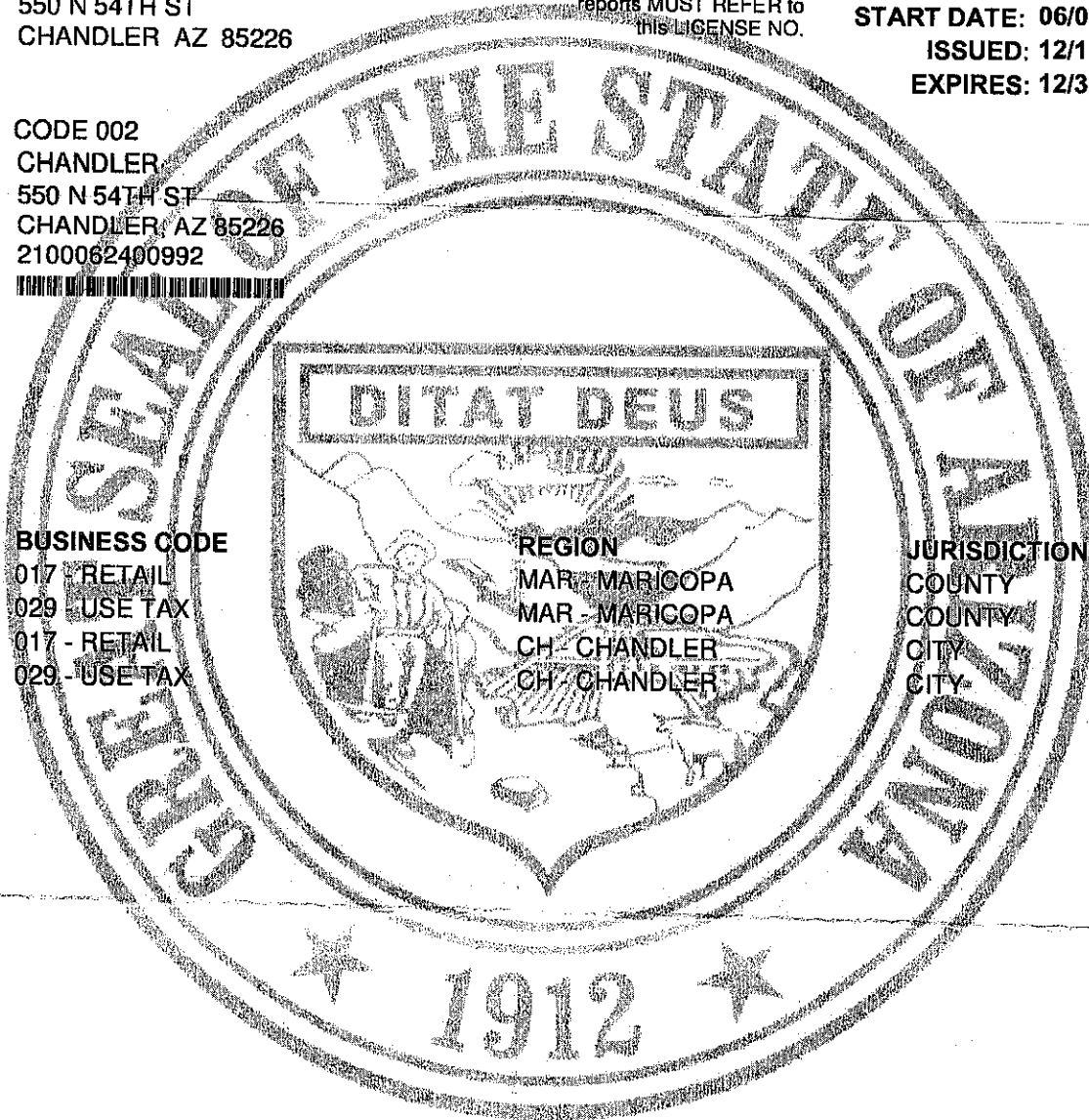
017 - RETAIL  
029 - USE TAX  
017 - RETAIL  
029 - USE TAX

**REGION**

MAR - MARICOPA  
MAR - MARICOPA  
CH - CHANDLER  
CH - CHANDLER

**JURISDICTION**

COUNTY  
COUNTY  
CITY  
CITY



This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

0023103031 000006758460300231



# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000102

MA Version: 1

Page: 1 of 4

Description: Emergency Code Equipment Parts and Service

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date:	04-18-2022
	150 W. Congress St. 5th Fl		Expiration Date:	04-17-2023
	Tucson AZ 85701		<div><div>NTE Amount: \$1,600,000.00</div><div>Used Amount: \$0.00</div></div>	
	Issued By: STEPHEN ROMERO			
	Phone: 5207243021			
	Email: stephen.romero@pima.gov			

V E N D O R	Chalmers Ford Inc	Contact:	Tom VanNess
	DBA: MHQ of Arizona	Phone:	480-375-1276
	550 N 54th Street	Email:	tvanness@mhqwest.com
	Chandler AZ 85226	Terms:	0.00 %
		Days:	30

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

#### Modification Reason

This Master Agreement is for an initial term of one (1) year in the annual award amount of \$1,600,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000102

MA Version: 1

Page: 2 of 4

Line	Description					
1	Led-White Hide Away Discount 0.0000 %	UOM EA	Unit Price \$80.85	Stock Code	VPN	MPN ELUC2S010W
2	4" Red/Blue/White Stud Mount Discount 0.0000 %	UOM EA	Unit Price \$132.55	Stock Code	VPN	MPN EMPS2STS5RBW
3	Dome Light Discount 0.0000 %	UOM EA	Unit Price \$25.85	Stock Code	VPN	MPN ECVDMLTST4G
4	Amber/White Surface Mount Discount 0.0000 %	UOM EA	Unit Price \$102.30	Stock Code	VPN	MPN EGHST2F
5	Led-Red Hide Away Discount 0.0000 %	UOM EA	Unit Price \$80.85	Stock Code	VPN	MPN ELUC2S010R
6	795h Emitter Discount 0.0000 %	UOM EA	Unit Price \$1,267.75	Stock Code	VPN	MPN PEPL9GTT795H
7	10" Light Bar-Ridgid Discount 0.0000 %	UOM EA	Unit Price \$329.99	Stock Code	VPN	MPN 110113
8	Intelliswitch Discount 0.0000 %	UOM EA	Unit Price \$205.15	Stock Code	VPN	MPN ETSP990
9	4" Red/Blue Spoiler Lights Discount 0.0000 %	UOM EA	Unit Price \$119.35	Stock Code	VPN	MPN EMPS2STS4J
10	Siren Controller Discount 0.0000 %	UOM EA	Unit Price \$409.20	Stock Code	VPN	MPN ETSA461HPP
11	Light Bar-Quadrant-Mini Dot Discount 0.0000 %	UOM EA	Unit Price \$281.60	Stock Code	VPN	MPN EPL7PFAC
12	Sound Off-Siren Speaker- 100 Watt Discount 0.0000 %	UOM EA	Unit Price \$151.80	Stock Code	VPN	MPN ETSS100J
13	Super Relay Kit 130amp 12vdc Discount 0.0000 %	UOM EA	Unit Price \$73.84	Stock Code	VPN	MPN V24132A2001Z200
14	Red/White Led Driver Mirror Discount 0.0000 %	UOM EA	Unit Price \$155.10	Stock Code	VPN	MPN ENT2B3D
15	Blue/White Led Passenger Mirror Discount 0.0000 %	UOM EA	Unit Price \$155.10	Stock Code	VPN	MPN ENT2B3E
16	Sound Off-Siren Controller- Remote Mount Discount 0.0000 %	UOM EA	Unit Price \$410.30	Stock Code	VPN	MPN ETSA481CSR
17	Warn Winch Cable, 5/16" X 100 ft. Discount 0.0000 %	UOM EA	Unit Price \$173.33	Stock Code	VPN	MPN 38314
18	Amber Light Bar, 54" Public Works Discount 0.0000 %	UOM EA	Unit Price \$1,293.60	Stock Code	VPN	MPN ENFLBS1254
19	Led Spotlight Bulb- Wide 8 Degree Discount 0.0000 %	UOM EA	Unit Price \$201.66	Stock Code	VPN	MPN P46FLC



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000102

MA Version: 1

Page: 3 of 4

Line	Description					
20	Dome Light Discount 0.0000 %	UOM EA	Unit Price \$62.70	Stock Code	VPN	MPN ECVDMLTAL00
21	54" Lightbar- Police Discount 0.0000 %	UOM EA	Unit Price \$2,582.25	Stock Code	VPN	MPN ENFLBS1254
22	Go Rhino- Push Bar Bumper '07-'13 Tahoe Discount 0.0000 %	UOM EA	Unit Price \$514.55	Stock Code	VPN	MPN 5160
23	Blueprint 400 Series Controller Discount 0.0000 %	UOM EA	Unit Price \$408.10	Stock Code	VPN	MPN ENGSA07152
24	Mini-Light Bar Led 9-32v-24 Inch Discount 0.0000 %	UOM EA	Unit Price \$602.25	Stock Code	VPN	MPN ENRMBSSSDSS4
25	Push Bar w/Lighting Discount 0.0000 %	UOM EA	Unit Price \$961.34	Stock Code	VPN	MPN BK2168ITU20
26	Weapon Rack Discount 0.0000 %	UOM EA	Unit Price \$387.21	Stock Code	VPN	MPN WEI002
27	Blue Print Link Module Discount 0.0000 %	UOM EA	Unit Price \$298.65	Stock Code	VPN	MPN ENGLNK002
28	Panel-Blueprint Discount 0.0000 %	UOM EA	Unit Price \$172.70	Stock Code	VPN	MPN ENGCP18001
29	Computer Mount Discount 0.0000 %	UOM EA	Unit Price \$366.47	Stock Code	VPN	MPN CMSDMTSLLED
30	Front Partition Discount 0.0000 %	UOM EA	Unit Price \$694.06	Stock Code	VPN	MPN TPESL6USSS
31	Center Console Discount 0.0000 %	UOM EA	Unit Price \$357.83	Stock Code	VPN	MPN CC20UVLP17
32	Rear Partition w/Seat Discount 0.0000 %	UOM EA	Unit Price \$1,510.52	Stock Code	VPN	MPN PS20UVFXOSR
33	Blueprint 3 Central Controller Discount 0.0000 %	UOM EA	Unit Price \$386.10	Stock Code	VPN	MPN ENGCC01243
34	Rear Spoiler R/B Light Bar Discount 0.0000 %	UOM EA	Unit Price \$1,277.10	Stock Code	VPN	MPN EMPAK00BN0KS
35	Cargo Box Discount 0.0000 %	UOM EA	Unit Price \$1,082.13	Stock Code	VPN	MPN CPGB44248T3
36	Remote Node-Blueprint Discount 0.0000 %	UOM EA	Unit Price \$217.25	Stock Code	VPN	MPN ENGND04101
37	Blueprint Link Module- Chevy Discount 0.0000 %	UOM EA	Unit Price \$338.80	Stock Code	VPN	MPN ENGLNK004
38	Push Bumper w/Lighting Discount 0.0000 %	UOM EA	Unit Price \$962.01	Stock Code	VPN	MPN BK2168TAH21



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000102

MA Version: 1

Page: 4 of 4

Line	Description					
39	Rear Partition Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,567.40			PS21THOSRFX
40	Partition Front Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$660.38			KITTPSL621TH
41	2021 18" Stand Console 10" Slope/8" Lev. Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$419.03			CC21TH1008
42	Pass Seat Computer Mount w/Sidearm Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$596.15			CM21THSLC
43	Cargo Box Mount Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$340.55			AC21THCPMNT
44	Cargo Box Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,781.00			CPGB403218TLL
45	Lightbar Blue Lamp Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,713.25			PEPL9LLSBC
46	Arm Rest Mount Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$139.68			ACTBARMMNT
47	Labor Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$85.00			LABOR
48	Shop Fee (Flat Rate Per Build) Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$165.00			SHOP FEE
49	Free Form Line Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			