



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**10**

**2. Council Meeting Date:**  
November 17, 2011

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** October 27, 2011

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Fire

**5. SUBJECT:** Agreement FS0-060-2752 for Original Equipment Manufacturer (OEM) parts and service to Balar Equipment, Berge Ford, Earnhardt Ford Sales Company, Earnhardt Chrysler Jeep Dodge, Earnhardt Toyota Scion, PSS/First In, H and E Equipment, RWC International and Norwood Equipment in an amount not to exceed \$200,000.

**6. RECOMMENDATION:** Recommend extension of Agreement FS0-060-2752 for OEM parts and service to Balar Equipment, Berge Ford, Earnhardt Ford Sales Company, Earnhardt Chrysler Jeep Dodge, Earnhardt Toyota Scion, PSS/First In, H and E Equipment, RWC International and Norwood Equipment in an amount not to exceed \$200,000.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The City's Fire Department has an ongoing requirement to repair all City of Chandler vehicles and service equipment. The requested contracts will provide OEM parts and service. The primary use of the contracts will be to purchase repair parts. Staff may use the service component of the contracts on a very limited basis.

**8. EVALUATION PROCESS:** In November of 2009 the City awarded an RFP for OEM parts and service for all the manufacturers of equipment in the City's fleet. At that time an evaluation committee reviewed the responses and made recommendations for selecting suppliers. The contract was awarded for two years with provisions to extend for three additional years. The current list of manufacturers and contractors are listed below.

<b>Manufacturer</b>	<b>Contractor</b>
Schwarze	Balar Equipment
Ford	Berge Ford
Chrysler	Earnhardt Chrysler Jeep Dodge
Ford	Earnhardt Ford Sales Company
Toyota	Earnhardt Toyota Scion
Code 3	PSS/First In
Tomar	PSSFirst In
Whealon	PSS/First In
American LaFrance	H and E Equipment
E-One	H and E Equipment
Tymco	H and E Equipment
International	RWC international
Broom Bear	Norwood
Elgin	Norwood
Vactor	Norwood

**9. FINANCIAL IMPLICATIONS:** Funds for the requested supplies are available and will come from various individual cost centers as repairs are completed. Based on historical usage, the Fire Department anticipates spending \$200,000 annually under the resultant contracts.

**10. PROPOSED MOTION:** Move to extend Agreement FS0-060-2752 for OEM parts and service to Balar Equipment, Berge Ford, Earnhardt Ford Sales Company, Earnhardt Chrysler Jeep Dodge, Earnhardt Toyota Scion, PSS/First In, H and E Equipment, RWC International and Norwood Equipment in an amount not to exceed \$200,000.

**APPROVALS**

**11. Requesting Department**

  
James Johnson, Battalion Chief

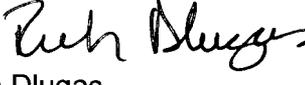
**12. Department Head**

  
Jeff Clark, Fire Chief

**13. Procurement Officer**

  
Mike Mandt

**14. City Manager**

  
Rich Dlugas

AMENDMENT NUMBER, 1  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
BALAR EQUIPMENT CORP.  
FOR OEM AUTO AND EQUIPMENT PARTS  
AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and Balar Holding Corp. dba Balar Equipment Corp (CONTRACTOR) for OEM Auto and Equipment Parts dated, November 23, 2009 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, the parties have agreed to extend the contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:  
\_\_\_\_\_  
City Clerk

CONSULTANT:

By: Mal E. Spaulding  
Title: President

ATTEST: (If corporation)

Retaka  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_  
[SEAL]



AMENDMENT NUMBER, 1  
 TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
 AND  
 BERGE FORD INC.  
 FOR OEM AUTO AND EQUIPMENT PARTS  
 AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and Berge Ford Inc. (CONTRACTOR) for OEM Auto and Equipment Parts dated, November 23, 2009 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, the parties have agreed to extend the contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
 Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
 City Attorney *[Signature]*

ATTEST:

\_\_\_\_\_  
 City Clerk

CONSULTANT:

By: *[Signature]*  
 Title: *Parts Manager*

ATTEST: (If corporation)

\_\_\_\_\_  
 Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL]

AMENDMENT NUMBER, 1  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
FIRST IN/PSS  
FOR OEM AUTO AND EQUIPMENT PARTS  
AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and PSS/First In (CONTRACTOR) for OEM Auto and Equipment Parts dated, November 23, 2009 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, the parties have agreed to extend the contract;

WHEREAS, First In, Inc. – Up-fitting Division sold to PSS/First In

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. This contract is assigned to PSS/First In.
4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

CONSULTANT:

By: \_\_\_\_\_  
Title: REGIONAL MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_  
[SEAL]

AMENDMENT NUMBER, 1  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
H AND E EQUIPMENT SERVICES  
FOR OEM AUTO AND EQUIPMENT PARTS  
AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and H and E Equipment Services (CONTRACTOR) for OEM Auto and Equipment Parts dated, December 2, 2009 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, the parties have agreed to extend the contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *[Signature]*

ATTEST:

\_\_\_\_\_  
City Clerk

CONSULTANT:

By: \_\_\_\_\_  
Title: *Direct Service Sales Representative*

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If Individual or Partnership)

\_\_\_\_\_

[SEAL]

AMENDMENT NUMBER, 1  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
NORWOOD EQUIPMENT  
FOR OEM AUTO AND EQUIPMENT PARTS  
AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and Norwood Equipment Inc. (CONTRACTOR) for OEM Auto and Equipment Parts dated, November 23, 2009 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, the parties have agreed to extend the contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

CONSULTANT:

By: Phillip M. Taylor  
Title: PARTS MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST: (If corporation)

ATTEST:  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL]

AMENDMENT NUMBER, 1  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
RWC INTERNATIONAL  
FOR OEM AUTO AND EQUIPMENT PARTS  
AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and RWC International Ltd. (CONTRACTOR) for OEM Auto and Equipment Parts dated, October 26, 2009 is entered into this 3 day of Oct, 2011.

WHEREAS, the parties have agreed to extend the contract;

WHEREAS, McCandless of Arizona sold to RWC International Ltd.:

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. This contract is assigned to RWC International Ltd.
4. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

3 IN WITNESS WHEREOF, the parties have hereunto subscribed their names this day of Oct, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *pkc*

ATTEST:

\_\_\_\_\_  
City Clerk

CONSULTANT:

By: *Lynnda Ferguson*  
Title: *Account Executive*

ATTEST: (If corporation)

\_\_\_\_\_  
Secretary

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL]

AMENDMENT NUMBER, 1  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
EARNHARDT FORD SALES COMPANY  
FOR OEM AUTO AND EQUIPMENT PARTS  
AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and Earnhardt Ford Sales Company (CONTRACTOR) for OEM Auto and Equipment Parts dated, November 23, 2009 is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, the parties have agreed to extend the contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR  
CONSULTANT: \_\_\_\_\_

By: Debbie Vesco 10.20.11  
Title: CORP. MGR.

ATTEST: (If corporation)

\_\_\_\_\_  
Asst. Secretary, HAL J. EARNHARDT, IV

WITNESS: (If individual or Partnership)

\_\_\_\_\_  
[SEAL] N/A

AMENDMENT NUMBER, 1  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
EARNHARDT CHRYSLER JEEP DODGE  
FOR OEM AUTO AND EQUIPMENT PARTS  
AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and Earnhardt's Gilbert Dodge Inc., dba Earnhardt Chrysler Jeep Dodge (CONTRACTOR) for OEM Auto and Equipment Parts dated, November 23, 2009 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, the parties have agreed to extend the contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

CONTRACTOR  
CONSULTANT: *JD*

By: *Debbie Vesco* 10.20.11  
Title: Corp. MGR.

ATTEST: (If corporation)

*[Signature]*  
Asst. Secretary, HAL J. EARNHARDT, IV

WITNESS: (If individual or Partnership)

*[Signature]*

AMENDMENT NUMBER, 1  
TO AGREEMENT BETWEEN THE CITY OF CHANDLER  
AND  
TOYATA SCION  
FOR OEM AUTO AND EQUIPMENT PARTS  
AGREEMENT NO. FS0-060-2572

This Amendment # 1 to that certain Agreement Between the City Of Chandler (CITY) and Earnhardt Enterprises Inc. dba Toyota Scion (CONTRACTOR) for OEM Auto and Equipment Parts dated, November 23, 2009 is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011.

WHEREAS, the parties have agreed to extend the contract;

NOW THEREFORE, the parties agree as follows:

1. This contract is extended for a one-year period, through November 30, 2012,
2. The contract shall not to exceed two hundred thousand dollars (\$200,000) when added to companion agreements.
3. All other terms and conditions of the above referenced Agreement shall remain unchanged and in full force and effect. All terms and conditions in the original Agreement not specifically amended herein shall be incorporated by reference in its entirety and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF CHANDLER:

By: \_\_\_\_\_  
Mayor

CONTRACTOR  
CONSULTANT: De

By: Debbie Vesco 10.20.11  
Title: Corp. Mgr.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *ph*

ATTEST: (If corporation)

ATTEST:  
\_\_\_\_\_  
City Clerk

*[Signature]*  
Asst Secretary, HAL J. EARNHARDT, IV

WITNESS: (If individual or Partnership)

\_\_\_\_\_

[SEAL] N/A