



**PURCHASING ITEM
FOR
COUNCIL AGENDA
MEMO NO. ST13-011**

1. Agenda Item Number:

39

2. Council Meeting Date:
September 27, 2012

TO: MAYOR & COUNCIL

3. Date Prepared: September 7, 2012

THROUGH: CITY MANAGER

4. Requesting Department: Transportation & Development

5. SUBJECT: Award Request For Proposal (RFP) ST3-765-3129 to Balar Equipment for the purchase of a street sweeper in the amount of \$240,944.20.

6. RECOMMENDATION: Recommend award of Request For Proposal (RFP) ST3-765-3129 to Balar Equipment for the purchase of a street sweeper in the amount of \$240,944.20.

7. HISTORICAL BACKGROUND/DISCUSSION: On February 22, 2012 Maricopa Association of Governments (MAG) Regional Council approved the prioritized list of proposed PM-10 certified street sweeper purchases for fiscal year 2012/13. The City of Chandler was informed that our sweeper was authorized for grant funding. This sweeper meets all current MAG environmental PM-10 requirements. The grant amount is a maximum of \$246,602

This sweeper will be a replacement sweeper for an older PM-10 compliant sweeper for the arterial sweeping in Chandler.

8. EVALUATION PROCESS: On July 26, 2012 staff issued RFP ST3-765-3129 for the purchase of a street sweeper. The bid was advertised, all registered bidders were notified and additional copies were sent to known suppliers of the requested equipment. Five offers were received from four companies. The City received one offer each from Arizona Profiling, Wayne Equipment, and Norwood Equipment, and two offers from Balar Equipment. A committee with members from Purchasing, Fleet, and Streets evaluated the responses. The evaluation criteria included MAG PM-10 certification, delivery time, RFP equipment compliant, cost, local parts and support, completion time of repairs, remedy for equipment downtime, repair penalty refunding during warranty period, and performance evaluation.

Balar Equipment was the only vendor that met all grant and City criteria.

Based on the evaluation criteria, the committee is recommending award to Balar Equipment of Phoenix, Arizona.

9. FINANCIAL IMPLICATIONS:

Cost: \$240,944.20

Savings: \$227,210.38

Long Term Cost: Existing general maintenance costs of approximately \$4,400/year.

Fund Source	Fund Name	CIP	Fund Amount
417.3350.6310.0	MAG Grant	No	\$227,210.38
402.3350.6310.0	Capital Replacement	No	\$13,733.82

10. PROPOSED MOTION: Move to approve award of Request For Proposal (RFP) ST3-765-3129 to Balar Equipment for the purchase of a street sweeper in the amount of \$240,944.20.

ATTACHMENTS: Contract

APPROVALS

11. Requesting Department



Daniel W. Cook, Transportation Manager

13. Department Head



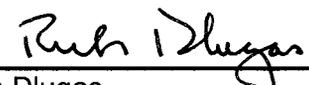
R.J. Zeder, Transportation & Development Director

12. Procurement Officer



Mike Mandt

14. City Manager



Rich Dlugas

CITY OF CHANDLER PURCHASE CONTRACT
STREET SWEEPER
AGREEMENT NO.: ST3-765-3129

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Balar Equipment an Arizona Corporation, hereinafter referred to as "CONTRACTOR".

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATION AND OPERATION:

- 1.1. Contract Administrator:** CONTRACTOR shall act under the authority and approval of the Street Superintendent/designee (Contract Administrator), to provide the goods and merchandise required by this Contract.
- 1.2. Ordering Instructions:** Authorization for purchases under the terms and conditions of this contract will be made only upon issuance of a CITY Purchase Order, a Contract Release Order or use of a City Procurement Card.

2. GOODS AND MERCHANDISE TO BE PROVIDED: CONTRACTOR shall provide to CITY the goods and merchandise listed on Exhibit A, attached hereto and made a part hereof by reference, at the prices listed on Exhibit B, all as more specifically set forth in the Specifications and details included therein. Parties agree that minor changes may occur at pre-build conference, which will be documented by a contract amendment in the form of a shop order signed by authorized representatives of both parties.

- 2.1. Safety Standards:** All items supplied pursuant to this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
- 2.2. Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.3. Licenses:** CONTRACTOR shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by CONTRACTOR as applicable to this contract.
- 2.4. Contract Orders:** CONTRACTOR shall, in accordance with all terms and conditions of this Contract, fully perform and shall be obligated to comply with all contract orders received by CONTRACTOR prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all contract orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

- 2.5. **Advertising, Publishing and Promotion of Contract:** The CONTRACTOR shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
 - 2.6. **Compliance With Applicable Laws:** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable license and permit requirements.
 - 2.7. **Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
 - 2.8. **Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.
 - 2.9. **Payment.** A separate invoice shall be issued for each shipment of goods or materials, and no payment will be issued prior to receipt of goods or materials and receipt of a correct invoice.
 - 2.10. **Current Products.** All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
 - 2.11. **New/Current Products.** All goods, equipment, materials, parts and other components supplied pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended.
 - 2.12. **Packing and Shipping.** The CONTRACTOR shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and Interstate Commerce Commission (ICC) regulations. Containers must be clearly marked as to lot number, destination, address and purchase order number.
- 3. WARRANTIES:**
- 3.1. **Liens:** CONTRACTOR warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
 - 3.2. **Quality:** Unless otherwise modified elsewhere in these terms and conditions, CONTRACTOR warrants that, for one year after acceptance by CITY of the materials, they shall be:
 - 3.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 3.2.2. Fit for the intended purposes for which the materials are used;
 - 3.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

- 3.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 3.2.5. Conform to the written promises or affirmations of fact made by CONTRACTOR.
 - 3.3. **Fitness:** CONTRACTOR warrants that any material supplied to CITY shall fully conform to all requirements of the Contract and all representations of CONTRACTOR, and shall be fit for all purposes and uses required by the Contract.
 - 3.4. **Inspection/Testing:** The warranties set forth in Section 3 herein are not affected by inspection or testing of or payment for the materials by CITY.
 - 3.5. **Warranty.** CONTRACTOR must provide a 24 month warranty on all goods or equipment supplied pursuant to this Contract. Water tanks shall have a 10 year warranty. Cab structure, sheet metal, cab corrosion, frame rails and cross members shall have a 5 year warranty
4. **ACCEPTANCE AND DOCUMENTATION:** All goods are subject to final inspection and acceptance by CITY. Material failing to meet the requirements of this Contract will be held at CONTRACTOR's risk and may be returned to CONTRACTOR. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of CONTRACTOR. CITY may elect to do any or all of the following: Waive the non-conformance; stop the work immediately; or bring the material into compliance. Defective Products. All defective products shall be replaced and exchanged by CONTRACTOR. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the CONTRACTOR. All replacement products must be received by CITY within seven (7) days of initial notification
- 4.1. **Records.** The CONTRACTOR shall retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
 - 4.2. **Audit.** At any time during the term of this Contract and five (5) years thereafter, CONTRACTOR's books and records shall be subject to audit by CITY to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, CONTRACTOR shall produce a legible copy of any or all such records.
 - 4.3. **Delivery.** Delivery shall 90 days from receipt of order.
5. **PRICE:** CITY shall pay to CONTRACTOR an amount not to exceed two hundred and forty thousand nine hundred and forty four Dollars and 20/100 (\$240,944.20) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.
- 5.1. **Pricing:** Prices stated include all freight, insurance, warranty costs, and any other applicable costs.
 - 5.2. **Payment:** A separate invoice shall be issued for each shipment of goods or merchandise, and no payment will be issued prior to receipt of material and a correct invoice. All billing invoices shall include delivery time, purchase order number, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Payment. CONTRACTOR shall submit to the issuing department, after completion of the task or combination of tasks listed by the issuing departments task order, a statement of charges for the work completed under that task order, in conformance with the pricing schedule of this contract, the issuing department shall process the claim for prompt payment in accordance with the standard operating procedures of CITY.

- 5.3. **Delivery:** All prices are F.O.B. Destination and include all delivery and unloading at the specified destinations. CONTRACTOR shall retain title and control of all goods until they are delivered and accepted by CITY. All risk of transportation and all related charges shall be the responsibility of CONTRACTOR. All claims for visible or concealed damage shall be filed by CONTRACTOR. CITY will notify CONTRACTOR promptly of any damaged goods and shall assist CONTRACTOR in arranging for inspection.
- 5.4. **Risk of Loss:** CONTRACTOR shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with CONTRACTOR regardless of receipt.
- 5.5. **Taxes:** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 5.6. **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless said form is not required by law.
6. **TERM:**
- 6.1. The term of the contract will begin on the date of award and continue through delivery and warranty period. The City reserves the right to purchase additional units within one year of award if mutually agreed between the City and the Contractor.
7. **USE OF THIS CONTRACT:**
- 7.1. **Emergency Purchases:** CITY reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.
- 7.2. **Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the contracted CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
8. **CITY'S CONTRACTUAL REMEDIES:**
- 8.1. **Right to Assurance:** If CITY in good faith has reason to believe that CONTRACTOR does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that CONTRACTOR give a written assurance of intent to perform. Failure by CONTRACTOR to provide written assurance within the number of Days specified in the demand may, at CITY'S option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. **Non-exclusive Remedies:** The rights and the remedies of CITY under this Contract are not exclusive.
- 8.3. **Nonconforming Tender:** Goods, materials or merchandise supplied under this Contract shall fully comply with this Contract and the specifications included herein. The delivery of goods, materials or merchandise or any portion thereof that do not fully comply constitutes a breach of contract. On delivery of nonconforming goods, materials or merchandise, CITY may terminate the Contract for

default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.4. Right of Offset:** CITY shall be entitled to offset against any sums due to CONTRACTOR, any expenses or costs incurred by CITY, or damages assessed by CITY concerning CONTRACTOR's non-conforming performance or failure to perform the Contract, including costs and damages incurred by CITY.

9. TERMINATION:

- 9.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.

- 9.2 Termination for Cause:** City may terminate this Agreement for Cause:

Upon the occurrence of any one or more of the following events:

- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
- 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
- 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
- 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
- 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.

- 9.3. Termination for Misrepresentation.** CITY may, upon written notice, terminate this Contract for any attempt by CONTRACTOR to represent any goods or materials not specifically awarded as being under contract with the CITY of Chandler. Any such action is subject to the legal and contractual remedies available to CITY inclusive of, but not limited to, contract cancellation, suspension and/or debarment of CONTRACTOR.

- 9.4. Cancellation for Conflict of Interest:** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of CITY is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.

- 9.5. Gratuities:** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by the CONTRACTOR or a representative of the CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the

Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. CITY, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the CONTRACTOR.

- 9.6. Suspension or Debarment:** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Sub-CONTRACTOR of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify CITY.
- 9.7. Continuation of Performance Through Termination:** The CONTRACTOR shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 9.8. No Waiver:** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 9.9. Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
- 10. FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
- 11. DISPUTE RESOLUTION:**
- 11.1 Alternative Dispute Resolution.** The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.
- 11.2 Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 11.3 Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 11.4 Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless

the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

- 12. INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees individually and collectively; from and against all losses, claims, suits, actions, payments and judgments, demands, expenses, damages, including consequential damages and loss of productivity, attorney's fees, defense costs, or actions of any kind and nature relating to, arising out of, or alleged to have resulted from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, hold harmless and indemnify the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees shall arise in connection with any claim or amounts arising or recovered under Worker Compensation Laws, damage, loss or expenses relating to, arising out of or alleged to have resulted from any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of CONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the City of Chandler. IT IS THE INTENTION OF THE PARTIES to this contract that the City of Chandler, its Mayor and Council, appointed boards and commissions, officials, officers, employees, individually and collectively, are to be indemnified against their own negligence unless and except their negligence is found to be the sole cause of the injury to persons or damages to property.
- 13. NOTICES:** All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of CITY	In the case of the CONTRACTOR
Department: <u>Streets</u>	Firm Name: <u>Balar Equipment</u>
Contact: <u>Rex Hartmann</u>	Contact: <u>Mark Spalding</u>
Mailing Address: <u>PO Box 4008 MS 909</u>	Address: <u>11023 n 22nd Ave</u>
Physical Address: <u>975 E Armstrong Way</u>	City, State, Zip <u>Phoenix, AZ 85029</u>
<u>Bldg. C</u>	
City, State, Zip <u>Chandler, AZ 85244</u>	Phone: <u>602-944-1933</u>
Phone: <u>480-782-3493</u>	FAX: <u>602-944-9687</u>
FAX: <u>480-782-3495</u>	

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. GENERAL TERMS:

- 14.1. Entire Agreement:** This Contract, including Exhibits A and B attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 14.2. Arizona Law:** This Contract shall be governed and interpreted according to the laws of the State of Arizona.
- 14.3. Assignment:** Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of CITY.
- 14.4. Amendments:** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. Changes to the Contract, including the addition of

work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by CITY in writing or made unilaterally by the CONTRACTOR are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the CONTRACTOR shall not be entitled to any claim under this Contract based on those changes.

14.5. Conflict of Interest:

14.5.1 No Kickback: CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of City Council or any employee of CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to CITY.

14.5.2 Kickback Termination: CITY may cancel this Contract, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of CITY'S departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a CONTRACTOR to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from CITY is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. §38-511).

14.5.3 No Conflict: CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.

14.6. Independent CONTRACTOR: The CONTRACTOR under this Contract is an independent contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

14.7. No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

14.8. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

14.9. Award of Contract Contingent on Sale and Delivery of Bonds. As the sole source for payment of the amounts due under the Contract, CITY will sell bonds and deposit the bond funds in a special fund to be used thereafter to pay progress payments and incidental expenses. To guard against the possibility that CITY will be unable to sell or deliver the bonds for any reason, the award of the Contract and the performance by CITY of its obligations under the Contract is conditioned upon the actual sale and delivery of CITY'S bonds in an amount which is sufficient to produce the amount required to meet the payments due under the Contract. CITY reserves the right to rescind the award of the Contract and terminate the Contract, if executed, without incurring expenses or liability for such termination or rescission if it is unable to provide funding through the sale of its bonds for any reasons. Notwithstanding an award of the Contract, CONTRACTOR should not incur any expense pursuant to this Contract until such time as CONTRACTOR has received notice from CITY that bond funds are held by CITY in an amount sufficient to pay the amounts due under the Contract.

14.10. Ownership. All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this ____ day of _____, 2011.

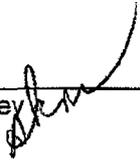
FOR THE CITY OF CHANDLER

MAYOR

ATTEST:

City Clerk

Approved as to form:

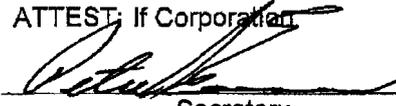
City Attorney 

FOR THE CONTRACTOR

By: 
Signature
President

SEAL

ATTEST: If Corporation


Secretary

**EXHIBIT A
TECHNICAL SPECIFICATIONS
ST3-765-3129**

1.	<p>INTENT</p> <p>It is the intent of these specifications to describe a mechanical street sweeper with a single engine to drive the vehicle and all sweeper functions. The sweeper shall be equipped with a minimum 4.5 cubic yard volumetric hopper. Dump height to be a minimum of 10' measured from the ground to the lower edge of the dump door in the dump position. The dump system shall be capable of dumping waste a 3' from sweeper. The lift system shall be capable of raising and lowering 11,000 lbs. while maintaining a 3:1 design factor on all lift components. The unit shall be sufficiently rated to transport a full load of sweeping debris at speeds up to 55 MPH. The chassis shall be commercially built for comfort of the operator and for quick, local service along with local availability of repair parts. The unit shall be designed for use on a commercially manufactured conventional cab chassis. The chassis shall be equipped with dual steering, dual operator controls, and an automatic transmission. All tires and wheels shall be the same size and wheels interchangeable from steer and drive axles.</p> <p>The unit shall be new of current manufacture. No first year designs, No prototype, demo sweepers will be accepted.</p> <p>All parts not specifically mentioned which are necessary to provide a complete street sweeper shall be included in the bid and shall conform in strength, quality of materials, and workmanship to what is normally provided to the trade in general.</p>
2.	<p>CHASSIS ENGINE</p>
A	<p>Engine shall be an electronic inline 6-cylinder diesel and be turbo-charged. Cummins, Detroit or International is preferred. Engine shall meet all applicable emission requirements enforce at the time of manufacture.</p> <p>Cummins</p>
B	<p>Horsepower rating shall be minimum 260 horse power.</p>
C	<p>The air cleaner shall be a rail mounted heavy-duty two-stage air cleaner.</p>
D	<p>GVW must exceed the actual vehicle weight fully loaded and with operator by 2000 pounds.</p>
E	<p>Front tow devices providing secure attachment point for vehicle recovery and tow operations shall be included.</p>
F	<p>Factory installed Left Side Vertical no modification necessary no regeneration</p>
3	<p>HYDRAULIC SYSTEM</p>
A	<p>Hydraulic system to be functional thru P.T.O. system.</p> <p>P.T.O system must be capable of over speed kick out</p>

B	Hydraulic oil reservoir shall be equipped with an on tank combination temperature and level sight gauge. A shut off valve shall be provided to prevent fluid flow from the reservoir when hoses or other devices are disconnected for maintenance.
C	The hydraulic system shall be engineered to maintain hydraulic oil temperatures at or below 180 degrees while operating ambient temperatures up to 120 degrees.
D	The entire return oil supply shall pass through a 10-micron return filter.
E	The hydraulic pump shall be variable displacement piston-type with load sensing capabilities to provide power on demand to all functions.
F	The sweeper hydraulic circuit shall be equipped with quick-disconnect pressure check ports.
4	TRANSMISSION
A	Allison 3500RDS
B	Transmission to have oil filter and magnetic drain plug.
5	CAB EXTERIOR
A	Conventional cab only – no cab overs accepted.
B	Door/ignition locks to be keyed alike. Four keys shall be provided.
C	Two large West Coast type (Moto Mirror or equal) mirrors with both upper and lower convex mirrors, mounted on each side of vehicle. The mirrors shall be adjustable by electric motors with controller on the central control panel in the cab. A manually adjustable round convex mirrors, minimum eight inches in diameter, shall be provided on a stable mount on or near each front corner of the hood. They shall be positioned to provide the operator with a view of the gutter brooms
D	
E	Cab to have left and right hand exterior grab handles to provide stability for the operator when entering and exiting the cab.
6.	CAB INTERIOR
A.	Heater, defroster, and air conditioner with recirculation switch to be provided. Factory installed OEM only. Cab air conditioner shall be suitable for the high ambient temperatures experienced in Arizona desert summer conditions. It shall be the highest capacity available from the cab/chassis manufacture.
B.	Both seats to be cloth covered. No inserts or slip covers acceptable. Both seats must be hi back air-

	suspension seats,
C.	Three point seat belts with retractors to be provided.
D.	Left hand and right hand dash mounted cup holders to be provided.
E.	Dome light with 3-way switch activated by left and right-hand doors to be provided.
F.	AM/FM radio
G.	Interior insulation must provide cab noise level less than eighty-five (85) decibels during operation. Finish of the materials shall be heavy duty vinyl. Thermal insulation shall be engineered, designed and installed to significantly reduce the workload of environmental systems (A/C, Heater, etc.)
7.	DIRT CONVEYOR
A.	Elevator to be hydraulically driven directly or by a chain and sprocket system.
B.	Conveyor shall have replaceable rubber wiper squeegee flight system capable of conveying all types of materials into the sweeper hopper. System shall have a minimum of 11 flights.
C.	Elevator system must be capable of reverse operations to clear elevator jams and to clean elevator. This shall be controlled in-cab.
D.	Lower elevator shaft to be a minimum 2" diameter.
E.	An in-cab alarm shall be provided to alert the operator if the conveyor should jam.
8.	FRONT AXLE & SUSPENSION
A.	Front axle shall have a weight rating that exceeds actual vehicle weight when fully load with operator and meets the vehicle GVW specification stated in 2.E.
B.	Steering radius shall not exceed 22 feet.
C.	Front suspension to have shock absorbers.
D.	Front axle oil seals
E.	Front brake dust shields to be provided.
F.	Power steering shall be for both driving positions
9.	REAR AXLE & SUSPENSION
A.	Rear axle shall be two speed and have a weight rating that exceeds actual vehicle weight when fully load with operator and meets the vehicle GVW specification stated in 2.E.
B.	Rear axle to have oil seals.
10	BRAKE SYSTEM EQUIPMENT
A.	Brakes to be air brake system. No hydraulic brake system accepted
B.	All air reservoirs to have air tank drain valve pull cables. Quick connect/ Schrader air valves to charge air tanks remotely shall be provided. Location to be determined at prebuild conference.

11	HOPPER
A.	The hopper shall have a volumetric capacity of not less than four and a half (4.5) cubic yards with a minimum useable capacity of 3.3 cubic yards.
B.	Dumping shall be to the right side of the sweeper.
C.	The hopper shall be a variable high dump range capable of being raised for a dump height of between 37" to 120" measured from the ground to the bottom edge of the hopper door in the dump position. Lifting hopper shall be by use of scissors lift mechanism.
D.	Hopper when fully lifted and in full dump position at its highest point must not exceed 19 feet and 5 inches.
E.	Operator shall be capable of controlling and viewing dump process from inside the cab.
F.	Hopper to have a fracture proof inspection window in front of the hopper for easy viewing. Hopper shall also have a window to allow light into the hopper for easier viewing of debris inside.
G.	The hopper dump angle to be minimum 50 degrees.
H.	The chassis park brake shall automatically apply during all hopper movements and must be manually disengaged when hopper is lowered and stowed.
I.	Hopper safety prop rod for use with hopper at the fully lifted height shall be provided.
12	MAIN PICKUP BROOM
A.	Main pickup broom shall be hydraulically driven directly or through a chain and sprocket system.
B.	The broom core type shall not be less than 34 1/2" in diameter and not less than 58" in length and shall be of polyester material.
12	MAIN PICKUP BROOM -continued
C.	Main broom shall have in-cab control for pneumatic or electric suspension for instant adjustment of broom down pressure.
D.	Main broom shall be mounted on self-aligning anti-friction bearings.
E.	Main broom shall be hydraulically raised and lowered from cab.
F.	Broom to be shielded by a plastic hinged or pinned broom hood that is designed to prevent material from being thrown into following traffic.
G.	The hinged broom hood to allow access to broom bristles from the top providing easy washout of the main broom assembly.
H.	Main broom to have 2 LED work lights for night operations.
I.	Dirt Shoe Skids shall be carbide type – nothing else accepted.
13	GUTTER BROOMS
A.	Dual gutter brooms shall be minimum 44" diameter, 26" wire filled, forward facing digger type or trailing

	arm type for removing debris from gutter area. Broom platter shall be capable of mounting both a four (4) -segment and a five (5) segment brooms.
B.	Gutter brooms to be direct hydraulic drive.
C.	Each gutter broom shall be hydraulically or pneumatically retractable for a travel width of 8 feet.
D.	Gutter brooms shall have in-cab control for pneumatic suspension for instant adjustment of broom down pressure.
E.	Dual gutter broom sweeping path to be minimum 10 feet.
F.	Each gutter broom shall additionally incorporate an electric or hydraulic actuated tilt capability of 18 degrees, remotely controlled from the operators seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).
G.	A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the main broom. The deflector shall be positioned under the sweeper and in between the gutter brooms.
H.	Gutter brooms shall be free-floating and adjustable for broom pressure and wear, complete with side oscillation.
I.	Gutter brooms shall be hydraulically or pneumatically raised and lowered from the cab.
J.	Each gutter broom shall be equipped with LED broom lights for night operations.
14	DUST CONTROL SYSTEM
A.	Water spray shall be supplied by an electrically or hydraulically driven water pump.
B.	Water pump shall provide a flow rate and operating pressure that fully supplies all systems needed to achieve sweeper compliance with PM10 guidelines.
C.	Water tank capacity not be less than 300 gallons and shall be constructed of polyethylene for strength and corrosion resistance and shall have warranty for ten (10) years. A 2" air gap shall be provided between water fill tube and water tank.
D.	A minimum 25-foot long fire hydrant fill hose shall be provided with a 2.5" NH female swivel coupling to fill water tank. A storage mount for one Hydra Shield custodian hydrant wrench and hose storage rack shall be provided.
E.	Water system to be filtered by an 80-micron cleanable filter located between tank and water pump. For ease of cleaning, water filter to be at ground level.
F.	An adequate number of spray nozzles to achieve sweeper compliance with PM10 guidelines shall be located at each gutter broom.
G.	A spray bar shall be located at front bumper. Spray bar shall have a minimum of four (4) spray nozzles and be adequate for P.M 10 standards
H.	A spray bar shall be located at the main broom. Spray bar shall have a minimum of four (4) spray nozzles and be adequate for P.M 10 standards
I.	Water function shall have its own on/off cab controlled solenoid valve. Spray systems shall be having independent control.
J.	An in-cab low water level gauge - clear plastic site tube unacceptable

K.	Water flow from the reservoir is controlled by a shut off valve with an accessible water strainer. The reservoir is equipped with removable man hole covers for tank clean out.
15	OPERATING CONTROLS
A.	Sweeper shall be equipped with dual power steering and controls for left or right hand operations. Center mounted steering or single steering is not acceptable. Factory installed dual power steering only. Dual steering installed by the sweeper manufacturer is unacceptable.
B.	Must have tilt steering both driving positions.
C.	Chassis to have cruise control with switch mounted on chassis center console panel located to provide easy access for both steering positions..
D.	Ignition switch to be dash mounted located to provide easy access for both steering positions..
15	OPERATING CONTROLS - continued
E.	Cab must have separate gauge sets for each steering position. Right -hand steering position shall have the following gauge set as a minimum: primary and secondary air pressure, engine coolant temperature, electronic speedometer with odometer and hour meter, electronic tachometer, engine oil pressure, transmission temperature, fuel level and voltmeter. Left-hand steering position shall have the standard gauge set provided by the chassis manufacturer.
F.	Chassis to have a left hand/right hand steering selector switch mounted on chassis center console panel.
G.	Console to have independent switches with pilot light for operating left gutter broom, left gutter broom tilt, left gutter broom rotation, right gutter broom, right gutter broom tilt, right gutter broom rotation, main broom elevator forward/reverse rotation and raise/lower. All switches to be lighted and have symbols for easy identification.
H.	Console to have a water pump shut off switch. Independent water control switches for left gutter broom, right gutter broom, main broom spray bar, and front spray bar. All switches to be lighted and have symbols for easy identification and within easy reach of the operator. Sweeper must be capable of continuous dry sweeping with no internal damage to pump and spray system.
I.	Console to have a single switch (1) for cab mounted beacon and rear mounted beacon.
J.	Console to have warning light for low water level.
K.	Warning alarm shall be provided for elevator jam.
L.	All main electrical system circuits to be separately protected at control console by re-settable circuit breakers.
16	ELECTRICAL SYSTEM
A.	All wires shall be number coded for ease of identification.
B.	Sweeper shall contain a minimum of two (2) amber, three hundred and sixty degree (360°) LED beacons Federal Signal model #454205-02. Beacons shall be mounted on top of the cab in the front area of the sweeper and upper rear area of the sweeper. Beacons shall have brush guard OR similar protection from tree limbs. They beacons shall be mounted in such a manner as to have a MINIMUM of one (1) beacon visible to on-coming traffic from any direction. Beacons shall be controlled by one switch that is clearly labeled and shall have a pilot light to indicate the beacons are operating. The

	switch shall be on the center dash console located to provide easy access for both steering positions.
16	ELECTRICAL SYSTEM - continued
C.	<p>Vehicle shall contain at minimum six (6) work lights. All must be L.E.D type and a minimum of four inches in diameter, Grote model 63551 flood or equal.</p> <p>Bumper lights: Minimum two (2) one on the left end and one on right end of front bumper, and shall be controlled by one switch.</p> <p>Gutter broom lights: Minimum two (2) one light to be mounted over each gutter broom and shall be controlled by independent left and right switches.</p> <p>Rear work lights: Minimum two (2) one on the upper left corner and one on upper right corner and shall be controlled by one switch.</p> <p>Work lights mounts shall be adjustable to allow aiming at the intended work area. Guards shall be provided to protect work lights from damage by tree limbs or similar hazards. Work lights switches shall be clearly labeled and shall have a pilot light to indicate the light(s) are operating. The switch shall be on the center dash console located to provide easy access for both steering positions.</p>
D.	Multi function Arrow board or split arrow board shall be mounted on rear of the sweeper at top so as not to obstruct rear beacon. Arrow board must be capable of left & right, singularly and simultaneously, a four corner caution or straight line caution with appropriate controller mounted in the cab on the center dash console located to provide easy access for both steering positions.
E.	Audible and visual warning indicator shall be provided for, low hydraulic oil, and elevator jam. Warning indicators to be mounted on center console.
17	SAFETY EQUIPMENT
A.	Sweeper to meet all federal motor vehicle safety standards.
B.	In an effort to prevent rear end collisions, reflective high visibility chevron safety striping of alternating color should be provided on the rear of the sweeper body and or rear broom fender if practical. To be applied to large vertical surfaces that are visible during normal sweeper roadway operation if available.
E.	Sweeper shall be equipped with backup alarm, cab-mounted fire extinguisher, and a warning triangle kit that meet applicable requirements.
F.	For safety of operator, no sweeper hydraulic lines to run into or through the cab.
G.	Permanent warning labels shall be provided at all hazard areas.
18	ADDITIONAL EQUIPMENT REQUIRED (To be included in bid and be part of the basic quote)
A.	Sweeper to have a permanently attached lubrication plaque. Lube plaque to graphically outline the lube points on sweeper, type of lubrication and the frequency of lubrication.
19	PAINT COLOR
B.	Gutter brooms and sweeper frame to be painted polyurethane or powder coated textured black or gray for long life. Cab and sweeper body painted white.

20	SWEEPER WARRANTY
A.	MINIMUM 24 months/150,000 miles warranty on entire vehicle, to include but not limited to cab, chassis, power train, sweeper assembly, etc. (bumper to bumper). Warranty shall not cover consumable, normal wear and tear items or PM related costs. Note: all warranties shall start from the City of Chandler acceptance date.
B.	<p>Provide proposed remedy in the event the sweeper is out of service for more than 5 working days. Example remedies are; provide loner equipment or a specified level or Liquidated damages per day. During warranty period, repairs will be completed within 3 business days after receipt of parts. Contractor will Pay City \$100 per day for days in excess of 3 business days.</p> <p>Warranty repairs may be performed by City of Chandler Fleet Maintenance with pre-approval from the responsible manufacturer. Reimbursement shall include parts at full cost if they are not provided free of cost. Contractor will reimburse the City \$69.30 per pre-approved hour.</p>
21	DELIVERY
A.	The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start up operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.
B.	Delivery shall be within 90 days from receipt of order and prior to March 1, 2013.
C.	The bidder shall supply two complete sets hard copy and one digital in PDF format of all applicable manuals for the entire sweeper. To include but not limited to system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing with part numbers, and schematics for the sweeper and cab/chassis. Manual shall also include reproducible periodic maintenance schedules. Note: City of Chandler acceptance will be withheld until all required manuals have been received.
22	SERVICE PROVIDERS AND PARTS AVAILABILITY
A.	A manufacturer's authorized service provider for the cab/chassis and sweeper shall be located within a 50 mile radius of the City of Chandler.
B.	Consumable and PM parts for cab/chassis and sweeper must be available at a local distributor within two working days of the time of ordering. The distributor must be located within a 30 mile radius of the City of Chandler.
C.	All other replacement parts for cab/chassis and sweeper must be available to ship within five working days.
23	LICENSE
A.	The vehicle shall be delivered to the City of Chandler with all the paperwork necessary to license, title,

	<p>register, etc. the vehicle.</p> <p>Note: This shall include all state and local inspections that are applicable. A certificate of origin and the dot required vin verification certificate shall be supplied when the vehicle is delivered, prior to the City of Chandler acceptance.</p>
25	TRAINING
A.	The contractor shall provide training (minimum 2 days) for two operators and two maintenance technicians. Training shall be conducted at the City of Chandler 975 E. Armstrong Way facility by a factory certified trainer. The contractor will be responsible for all training expenses including cost of training and related materials as well as instructor's airfare, car rental, lodging and meals if applicable. Bidders shall include a training outline with the bid.
	<p>CAB AND CHASSIS MAKE: Freightliner</p> <p>CAB AND CHASSIS MODEL: M-2</p> <p>CAB AND CHASSIS YEAR: 2013</p> <p>SWEeper ASSEMBLY MAKE: Scharze</p> <p>SWEeper ASSEMBLY MODEL: M-6000</p> <p>SWEeper ASSEMBLY YEAR: 2013</p>
26	FIELD TEST (Required)
A.	Pre Award – Prior to recommendation for award the bidder must demonstrate that sweeper being bid can pass field test outlined below.
B.	Pre Acceptance – Prior to acceptance the contractor will be required to demonstrate that the actual sweepers delivered to the City of Chandler can pass the field test outlined below.
27	SWEeper PERFORMANCE SPECIFICATIONS Vendor shall meet OR exceed all of the following test
A.	Testing shall be performed with hydraulic fluid at normal operating temperature.
B.	Test shall be comprised of various debris spread over a paved surface length of 60 feet and shall pick up and retain not less than 95% of debris in one pass with dust control system in full operation.

**EXHIBIT B
Pricing
ST3-775-3129**

Sweeper	\$	220,443.00
Tax	\$	<u>20,501.20</u>
Total	\$	240,944.20