



# City of Coolidge

130 W. Central Avenue  
 Coolidge, Arizona 85128  
 (520) 723-5361  
 TDD: (520) 723-4653 / Fax: (520) 723-7910

## REQUEST FOR PROPOSALS P25 Radios

### INTRODUCTION

The City of Coolidge will accept competitive sealed proposals for the purchase and installation of **P25 Radios**, at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with "RFP P25 Radios" and the Offeror's name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal.

Pre-submittal Meeting:	None
Proposal Due Date:	December 22, 2016
Proposal Time:	2:00:00 PM MST
Number of Qualifications:	1 unbound original and 3 copies (please label original)
Contact:	Rob Jarvis, Fire Chief
E-Mail:	rjarvis@coolidgeaz.com
Mailing Address:	130 W. Central Avenue, Coolidge, AZ 85128
Location:	130 W. Central Avenue, Coolidge, AZ 85128

### OFFER

To the City of Coolidge: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION	
For clarification of this offer contact:	
Name: _____	Email: _____
Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
Company Name _____	Printed Name _____
Address _____	Title _____
City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____



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## INSTRUCTIONS TO OFFEROR

### 1. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile) or electronic bids will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request for Proposal* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

**2. INQUIRIES:** Any question related to the *Request for Proposal* shall be directed in writing or via e-mail **no later than five (5) days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a *Request for Proposal* should refer to the appropriate *Request for Proposal* title, page, and paragraph number. However, the Offeror shall not place the *Request for Proposal* title on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Proposal* due date and time. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least five (5) days before the Bid due date and time for review and determination by the City. Failure to do so may result in the inquiry not being considered for a solicitation Addendum.

**3. DUE DATE AND TIME:** Offerors must submit proposals to the City Clerk or designee by 2:00:00 pm on December 22, 2016, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

**4. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or electronic proposal withdrawals will not be considered.

**5. AMENDMENT OF PROPOSAL:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time.



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6. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
7. **FUNDING:** Funding for this project is through a grant from the Arizona Department of Homeland Security. All services/products must be provided/completed by September 30, 2017.
8. **TAXES:** The City of Coolidge is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
9. **AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request for Proposal*, the City expressly reserves the right to:
  - a. Waive any immaterial defect or informality: or
  - b. Reject any or all proposals, or portions thereof, or
  - c. Reissue a Request For Proposal
  - d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

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## STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
  - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
3. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Coolidge including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in the Superior Court of Pinal County, State of Arizona.

The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its 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 consultant to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution in accordance with the Bid Protest Procedures and Resolution Section of this RFP.



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5. **Contract:** The resultant contract between the City of Coolidge and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the RFP. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.
6. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.
7. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
8. **Subcontracts:** the Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
9. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents or any tier of subcontractors in the performance of the resultant Contract. Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the Contractor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable. The amount and type of insurance coverage requirements set forth will no way be construed as limiting the scope of the indemnity in this paragraph.



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10. **Overcharges by Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
11. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:
- Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
  - Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

12. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
13. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.



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14. **Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
15. **Inspection:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
  - a. Waive the non-conformance
  - b. Stop the work immediately
  - c. Bring material into compliance

This shall be accomplished by a written determination for the City.
16. **Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
17. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
18. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
19. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. **Public Record:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification.
21. **Termination for Non-Appropriation or Lack of Funding:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30<sup>th</sup> of each year.

The project is a grant funded project and the ability of the City to fund the project is based solely on its receipt of grant funds from the Arizona Department of Homeland Security. The City may terminate the contract at any time if the above-mentioned grant funding is not provided. The City may terminate the Agreement for lack of grant funding by giving the Contractor's seven (7) days written notice. Such termination shall not prejudice any other right or remedy the City may have under this Agreement. If the Agreement is terminated for lack of grant funding, the Contractor shall be paid for all work performed as of the date of



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termination, but the Contractor shall not be paid any termination expenses or anticipated profit on work not performed.

22. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
23. **Cooperative Use of Contract:** In addition to the City of Coolidge and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. 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.
24. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
25. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the Contractor warrants compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any subcontractor, including but not limited to A.R.S. §23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [www.USCIS.GOV](http://www.USCIS.GOV).
  - 25.1 The City may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.



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## SPECIAL TERMS AND CONDITIONS

### **PURPOSE**

The City of Coolidge is seeking to purchase and install P25 Radios for the City of Coolidge Fire Department. The project is funded by the Arizona Department of Homeland Security through the award of HSPG funds. Funds expire on September 30, 2017 and all work must be completed prior to this date.

1. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for thirty (30) days after the opening time and date.
3. **Term of Contract:** The term of any resultant contract shall commence on the issuance of a Contract awarded by the City of Coolidge City Council and shall continue until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.
4. **Contract Extension/Renewal** By mutual written contract amendment, any resultant contract may be extended.
5. **Proposal Format:** *A total of one (1) unbound original document (label original) and three (3) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.*
6. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.
  - a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.
  - b. If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.



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7. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.
8. **Evaluation:** The City of Coolidge shall evaluate proposals based upon the following criteria listed below in relative order of importance.
  - a. Compliance to specifications (possible points 45).
  - b. Total costs to the City for purchase and delivery lead-time for specified products and services (possible points 30).
  - c. Overall conformance to Request for Proposal (RFP) submittal documents. This would include proposal format, quality of proposal, required responses, and attention to detail (possible points 25).
9. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.
10. **Confidential Information:**
  - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the City Clerk of this fact shall accompany the submission and the information shall be identified.
  - b. The information identified by the person as confidential shall not be disclosed until the City Clerk makes a written determination.
11. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
12. **Resultant Contract:** A contract shall be issued between the City and the successful Offeror following award in substantially the same form as the contract attached hereto.
13. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.
14. **Liquidated Damages:** Liquidated damages shall be in the amount of \$50.00 for each calendar day of delay.



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- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
  - b. In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
15. **Insurance:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
16. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the contractor. This shall include a City of Coolidge Business License.
17. **Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
  - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
  - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
  - i. Deduction from an unpaid balance;
  - ii. Collection against the bid and/or performance bond, or;



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iii. Any combination of the above or any other remedies as provided by law.

The City may also terminate the contract without cause by giving the Contractor ten (10) days written notice. If the contract is terminated without cause, Contractor shall be paid for work performed to the date of the receipt of the termination notice.

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## SCOPE OF WORK

**The City of City of Coolidge Fire will be accepting sealed bids for the following items:**

**6 - P25 Dual Band Mobile Radios  
16 - P25 Dual Band Portable Radios**

The radios are to equipped and compatible with P25 technology, which Coolidge Fire and many others (Pinal County Sheriff, Casa Grande/Florence/Gila River Fire & Police Departments) in Pinal County have or plan to migrate to over the next year. The vendor is responsible to ensure the radios meet the current needs with the ability to upgrade with expected technology changes for the next year.

**Bid Specifications General (for all radios):**

1. Radio must be dual frequency band (7/800Mhz, VHF) supporting P25 Trunking operation, as well as P25 Conventional and Analog Conventional.
2. Radio must be P25 Phase 1 and 2 compliant.
3. Radio must be capable of supporting encryption for digital communication.
4. Radio must support AES Encryption
5. Radio must support 126 encryption keys
6. Over-the-Air-Rekeying (OTAR)
7. Noise Cancelling - be able to suppress background noise relative to the voice source without attenuating the talker's voice. (Note: Only for portables, not mobiles)
8. Noise Cancelling must work with accessories
9. Automatic Gain Control feature to automatically adjust microphone gain to compensate for differences in voice level and radio operation.
10. Radio must be capable of voice annunciations to give an audible announcement of channel and zone changes as well as button presses to actuate other functions (ex. "scan on" or "scan off").
11. Radio display front and top with backlighting (Portables must be able to fit 2 rows up to 12 alpha numeric characters and Mobiles must be able to fit up to 12 alpha numeric characters)
12. Radio must be capable of supporting P25 data/text for Trunking and Conventional systems
13. Alphanumeric Text Messaging
14. The radios must have integrated GPS (or capable of flash upgrade)
15. Radio must have a minimum of 1200 Channels (portable) 2000 Channels (mobile)
16. Programming software and cables – compatible with windows XP or newer
17. Radio Warranty – minimum 1 year all parts, and labor, with replacement if needed
18. Install Warranty – Guarantee workmanship, quality install, and insure against damage



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## **Mobile Radio Specifics – (Example radios - Motorola APX7500/APX8500, or Kenwood (EF Johnson) TK5730/5930, other brands, makes, and models will be considered if equivalent)**

- Radio (dash mount radio or dash mount control head with remote decks)
  - Dual Band - VHF and 7/800 Mhz
  - P25 phase 1 & 2
  - Radio must have 50 Watt TX output power – VHF
  - Radio must be capable of transmitting 30 W of Power on 7/800 MHz.
- Microphone with magnetic mic clip/holder
- Programming (initial, including developing code plug if necessary)
- Antenna (including coax and connectors)
- Install (include pricing for both “in shop” and “on site” install, include brackets, wire, connectors)
- Shipping and handling
- Tax

## **Portable Radio Specifics – (Example radios - Motorola APX7000/APX8000 or Kenwood (EF Johnson) VP900, other brands, makes, and models will be considered if equivalent)**

- Radio
  - Dual band - VHF and 7/800 Mhz
    - Radio must have 5 Watt TX output power – VHF
    - Radio must be capable of transmitting 3 W of Power on 7/800 MHz.
    - P25 phase 1 & 2
    - High Vis Color – Green or Yellow that it is easily visible in hard to see environments.
    - Radio control top should be equipped with a volume knob, channel select knob
    - Radio must have a wide control-top area that has a volume and channel select knob designed to provide easy access/operation with gloved hands
    - Push-to-Talk Button - The PTT should easily operated with gloved hands
    - Radio's weight must not exceed 21 ounces with a standard battery
    - Radio, Battery and accessories must be Intrinsically Safe.
    - Radio must meet IP67 and MIL Spec 810G immersion standards.
  - Antenna
  - Battery
  - Battery Charger (rapid charger preferred)
  - Belt Clip
  - Speaker Mic
  - Programming (initial, including developing code plug if necessary)
  - Shipping and handling
  - Tax

## **V. Pricing**

Submit bids utilizing “Attachment A” (detail bid information to be attached)



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## PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **Bid Sheet (Attachment A):** Provide any additional information as an attachment which addresses:
  - a. Compliance to specifications
  - b. Overall conformance to the Request for Proposals
3. **W-9 Form:** Complete and return a W-9 form.
4. **Federal Certification and Restrictions on Lobbying:**
  - a. See Federal Certification
5. **Federal Buy America Certification**
  - a. See Federal Certification
6. **Federal – Government-Wide Debarment and Suspension**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Offeror shall not be currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions; Offeror's principals shall not be currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.
7. **References (Limit to one page):**

Include the name, address and telephone number of three clients for whom similar products and services have been provided.
8. **Disclosures of conflict of interest: (Limit to one page):** The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the



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material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

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## ATTACHMENT A

### DUAL BAND P25 RADIOS BID SHEET

<b>Bid – Dual Band P25 Radios</b>			
Items	Bid Amount	Tax	Total
6 - P25 Dual Band Mobile Radios with accessories (antenna, coax etc.)			
Install on site (Coolidge Fire Station)			
Install at radio shop			
16 - P25 Dual Band Portable Radios			
<b>Estimated Delivery Time:</b> provide time in terms of months from date of order			
<b>Estimated Installation Time:</b> provide time in terms of weeks months from radio delivery			
<b>Project Completion Date</b> (month & year)			



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## **BID PROTEST; PROCEDURES AND RESOLUTION**

Any interested party having a protest with the solicitation, a determination of not susceptible for award or the award of the contract shall file a protest with the City of Coolidge City Manager in accordance with the provisions of Article 22-15 of the Code of the City of Coolidge.

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## City of Coolidge Procurement Code Article 22-15

### Article 22-15

#### Right to Protest; Appeals and Remedies

22-15-1	Right to Protest
22-15-2	Authority to Resolve Protests
22-15-3	Filing of a Protest
22-15-4	Time for Filing Protests
22-15-5	Notice of Protest
22-15-6	Notice of Decision
22-15-7	Finality of Decision
22-15-8	Stay of Procurement During Protests

### Section 22-15-1

#### Right to Protest

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract pursuant to this Chapter may protest to the City Manager.

### Section 22-15-2

#### Authority to Resolve Protests

The City Manager or designee shall have the authority, prior to the commencement of any court action regarding the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.

### Section 22-15-3

#### Filing of a protest

Any protest shall be in writing and shall include the following information:

1. The name, current address and telephone number of the protester;
2. The signature of the protester or its representative;
3. Identification of the solicitation or contract number;
4. A detailed statement of the legal and factual grounds of the protest including;
5. Copies of relevant documents; and
6. The form of relief requested.



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## Section 22-15-4 Time for filing protests

The time for filing protests shall be as follows:

1. If a protest is based upon any alleged improprieties occurring in a solicitation prior to the deadline date of a solicitation response, such a protest must be filed prior to the deadline date. Otherwise, any protests based on any alleged improprieties in a solicitation during this time frame will be deemed waived;
2. If a protest is based upon any alleged improprieties occurring upon or after the deadline date for a solicitation response, such protest must be filed prior to the award of the contract. Otherwise, any protests based on any alleged improprieties during this time frame will be deemed waived;
3. Protests concerning alleged improprieties that do not exist in the initial solicitation but that allegedly exist in the subsequently incorporated addendum to the solicitation shall be filed by the next deadline date for receipt of addendum responses;
4. Protests concerning awards shall be filed within ten (10) business days after the contract has been awarded; and
5. The City Manager may grant a written request for an extensions of time to file a protest up no more than thirty (30) days, but only if all of the following apply:
  - a. The request is submitted prior to the deadline to file the original protest;
  - b. The request sets forth good cause as to why the extension is necessary; and,
  - c. The request sets forth good cause as to why the protest could not be filed within the deadline.
6. Failure to file a written request for an extension of time prior to the deadline shall waive any right to request an extension and shall waive any right to protest.
7. The City Manager shall issue a written decision regarding a timely request for an extension, which sets forth the grounds for denying or granting said request. If an extension request is granted, the written decision shall also set forth the deadline to file a protest.



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## Section 22-15-5 Notice of Protest

The City manager or designee shall immediately give notice of a protest to all relevant parties.

## Section 22-15-6 Notice of Decision

A copy of the decision under Section 22-15-4 of this Article shall be mailed or otherwise furnished immediately to the protester.

## Section 22-15-7 Finality of Decision

A decision under Section 22-15-4 of this Article shall be final and conclusive unless fraudulent.

## Section 22-15-8 Stay of Procurements During Protests

In the event of a timely protest under this Article, the City shall not proceed further with the solicitation or with the award of the contract until the City Manager makes a written determination that the award of the contract without delay is necessary to protect the interests of the City.



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## FEDERAL CLAUSES

### **DHS Specific Acknowledgements and Assurances**

Contractor shall comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Contractor shall cooperate with any compliance review or complaint investigation conducted by DHS.
2. Contractor shall give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. If required, Contractor shall submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Contractor shall comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, Contractor has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Contractor shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email [at\\_crcl@hq.dhs.gov](mailto:at_crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination by Contractor (or any of its subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Contractor must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

Contractor acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.



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## **USA Patriot Act of 2001**

Contractor acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## **Trafficking Victims Protection Act of 2000**

Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). The award term is located at 2 CFR Part 175.

## **Lobbying Prohibitions**

Contractor shall comply with 31 U.S.C. § 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

## **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Contractor must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

## **Fly America Act of 1974**

Contractor shall comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

## **Federal Debt Status**

Contractor is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

## **False Claims Act and Program Fraud Civil Remedies**



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Contractor shall comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

### **Drug-Free Workplace Regulations**

Contractor shall comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

### **Copyright**

Contractor must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

### **Activities Conducted Abroad**

Contractor shall ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Age Discrimination Act of 1975**

Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

### **Americans with Disabilities Act of 1990**

Contractor shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

### **Civil Rights Act of 1964 - Title VI**

Contractor shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **Civil Rights Act of 1968**

Contractor shall comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith,



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on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

### **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Contractor shall comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

### **SAFECOM**

Contractor acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **Education Amendments of 1972 (Equal Opportunity in Education Act) –**

**Title IX** Contractor shall comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

### **Rehabilitation Act of 1973**

Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.



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## **Energy Policy and Conservation Act**

Contractor acknowledges and agrees that it must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

## **Patents and Intellectual Property Rights**

Unless otherwise provided by law, Contractor is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq., and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR § 401.14.

## **Procurement of Recovered Materials**

Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## **Terrorist Financing**

Contractor shall comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

## **Whistleblower Protection Act**

Contractor shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

## **Federal Leadership on Reducing Text Messaging while Driving**

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

## **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.



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## FEDERAL CERTIFICATIONS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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I, \_\_\_\_\_, hereby certify  
(Name and title of official)

On behalf of \_\_\_\_\_ that:  
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

*The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.*

Name of Bidder/Company Name \_\_\_\_\_

Type or print name \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_/\_\_/\_\_

Signature of notary and SEAL \_\_\_\_\_

**BUY AMERICA CERTIFICATION**  
(STEEL OR MANUFACTURED PRODUCTS)  
[61 FR 6302, Feb. 16, 1996, as amended at 74 FR 30239, June 25, 2009]

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General Requirement (as stated in 49 CFR 661.5)

- (a) Except as provided in 49 CFR 661.7 and 49 CFR 661.11, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
- (b) All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as, transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock, or to bimetallic power rail incorporating steel or iron components.
- (d) For a manufactured product to be considered produced in the United States:
  - (1) All of the manufacturing processes for the product must take place in the United States; and
  - (2) All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of **Compliance** with Buy America Requirements.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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Certificate of **Non-Compliance** with Buy America Steel or Manufactured Products Requirements The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



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