



City of Coolidge

130 W. Central Avenue
Coolidge, Arizona 85128
(520) 723-5361

TDD: (520) 723-4653 / Fax: (520) 723-7910

REQUEST FOR PROPOSALS VEHICLE EXTRICATION EQUIPMENT

INTRODUCTION

The City of Coolidge will accept competitive sealed proposals for the purchase and installation of **Vehicle Extrication Equipment**, 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 Vehicle Extrication Equipment" 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 29, 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 29, 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 Governor's Office of Highway Safety using Federal 402 funds. 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.



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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.
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:
- a. 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.
 - b. 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 30th 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 Governor's Office of Highway Safety . 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.
 - 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 Vehicle Extrication Equipment for the City of Coolidge Fire Department. The project is funded by the Arizona Governor's Office of Highway Safety through the award of Federal 402 funds. Funds expire on September 30, 2017 and all work including training 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:

The intent of this project is to purchase a complete set of vehicle extrication tools out fit the primary fire apparatus responding to motor vehicle collisions. The price shall include pricing that covers practical training. Must be NFPA 1936 compliant.

- 1 – Pump
- 2 – Hoses (2 different colors)
- 1 – Spreader
- 1 – Cutter
- 1 - Medium Ram
- 1 – Short Ram
- Miscellaneous Accessories

Pump

Gas powered 4 stroke
3-stage pump technology
Much higher flow/speed in 2nd stage for quicker rescue operations
Lower flow/speed in 3rd stage for more tool control
Compact and lightweight
Ergonomic, compact design for improved carrying balance
Large hydraulic oil capacity
Enough oil to operate any two rescue tools at the same time
Hydraulic oil level indicator
NFPA 1936

Hose

32 foot
2 separate colors (Orange and Blue preferred)
CORE (Holmotro) or equivalent style hose preferred
One step auto-lock coupler
Two step uncoupling system
Minimum 3:1 Safety ratio for both pressure and return lines
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Spreader

Integrated lighting (LED preferred)
Minimum 28 inch spread
Weight under 38 pounds
Min. spreading force 10000lbf
Min. pulling force 6900lbf
Designed for New Car Technology
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Cutter

Inclined Cutter
Designed for New Car Technology
7 inch cutter opening
Weight under 38 pounds
Integrated lighting (LED preferred)
NFPA 1936

Medium Ram

Retracted length 24.6 in
Extended length 50.2 in
Less than 30 pounds

Short Ram

Retracted length 12 in (or shorter)
Extended length 23 in (or longer)
Less than 25 pounds

Miscellaneous Accessories (Representative list only, please detail in quote)

Ram support
Pulling Chains
Pulling Attachments

Training

Sufficient training to allow crew to safely operate equipment

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 Certifications
5. **Federal Buy America Certification**
 - a. See Federal Certifications
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 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

VEHICLE EXTRICATION EQUIPMENT BID SHEET

Bid – Vehicle Extrication Equipment			
Items	Bid Amount	Tax	Total
Pump			
Hoses			
Spreader			
Cutter			
Medium Ram			
Short Ram			
Ram Support			
Accessories - Chains etc.			
Training			
Estimated Delivery Time: provide time in terms of months from date of order			



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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

Non-Discrimination

During the performance of this contract/funding agreement, the Contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a Contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety Contractor will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the Contractor/funding recipient under the contract/agreement until the Contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), Contractor must operate this Highway Safety Project so that it is accessible and otherwise nondiscriminatory to handicapped persons.

Executive Order 2009-09

Contractor will comply with the terms and conditions of Executive Order 2009-09, Non-Discrimination in Employment by Government Contractors and Sub-Contractors. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

Application of Hatch Act

The CONTRACTOR will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Minority Business Enterprises



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Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.

Obligation: Contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, Contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, Contractor agrees to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

E-Verify

Immigration laws require Contractor to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as it employs one or more employees in this State. Contractor warrants that it has registered with and participates with E-Verify.

Cancellation Statute

This Contract is subject to cancellation pursuant to ARS §38-511.



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Buy America Act

Contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign-produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Instructions for Lower Tier Certification

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or Contractor with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment,



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Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Contractor.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.



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FEDERAL CERTIFICATIONS

CERTIFICATION AND RESTRICTIONS ON LOBBYING

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]

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 _____

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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