



Staff Summary Report

Council Meeting Date: 06-05-2008

Agenda Item Number: _____

SUBJECT: Request approval of a five year contract with Econolite Control Products, Inc. for the purchase of a variety of traffic signal control equipment used to maintain and upgrade the City's traffic operations network.

DOCUMENT NAME: 20080605fsmg18 **PURCHASES (1004-01)**

SUPPORTING DOCS: No

COMMENTS: (T08-143-01) Total amount not to exceed \$2,500,000.

PREPARED BY: Michael Greene, C.P.M., Central Services Administrator, 480-350-8516

REVIEWED BY: Glenn Kephart, Public Works Manager, 480-350-8205
Jim Decker, Intelligent Transportation Systems Coordinator, 480-350-8320

**LEGAL REVIEW AS
TO CONTRACT FORM**

ONLY: N/A

FISCAL NOTE: Sufficient funds have been appropriated in 6999879

RECOMMENDATION: Award the contract.

ADDITIONAL INFO: Over the past ten years the City has standardized on the Econolite brand of traffic signal control equipment in order to ensure an acceptable level of quality and system integration throughout the traffic operations network. Only one response was received to this solicitation from Econolite Control Products. The evaluation committee reviewed the submitted offer and determined that a Best and Final offer would be requested in order to allow for additional price negotiations on several high demand items. The final prices received are considered fair and reasonable.



FAX COVER SHEET

Solutions that Move the World™

TO: *Michael Greene*

FROM: *Lori MacIntyre*

FAX NUMBER:

DATE: *5/23/08*

COMPANY: *City of Tempe*

OF PAGES INCLUDING COVER:

4

PHONE NUMBER:

RE:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

MPY-21-2008 18:09

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City of Tempe
P. O. Box 5002
20 East Sixth Street
Tempe, AZ 85280
480-350-3224
www.tempe.gov



Financial Services
Central Services

May 21, 2008

Mr. Jeff Spinazzo
Ms. Lori MacIntyre
Econolite
3360 East La Palma Avenue
Anaheim, CA 92806

Subject: *Best and Final offer to RFP 08-143 for Traffic Signal Control Equipment
(Econolite Brand Name Only)*

Dear Jeff and Lori:

Thank you for submitting an offer to the above referenced solicitation for Traffic Signal Control Equipment. In accordance with City procurement rules, your firm is hereby invited to submit a Best and Final offer. This is your opportunity to ensure that the best possible offer has been submitted. The Best and Final offer should include responses to the following areas:

- 1) Pricing - Please review all pricing submitted to ensure the most competitive offer has been submitted. A Revised Price Sheet has been included. Several significant quantity changes have been noted for items #3 and #6 where the quantity has been increased from 12 to 150. Any new pricing offered for these items shall reflect the deletion of the B, C and D connectors from the controller. The quantity increase to 150 units for items #3 and #6 shall only be for the first year of resultant contract. It is the City's intent to order these specific quantities within 90 days from the date of contract award. Please also review Price Sheet items #20 and #21 as the offered prices appear excessive.
- 2) Miscellaneous Items - Please indicate if it is possible for your firm to offer a discount from catalog for miscellaneous traffic signal control equipment not specifically listed on the Best and Final Price sheet. If so, please indicate the catalog publication that this discount would apply to.

Please feel free to add any additional information that will improve your initial offer. Best and Final offers shall be due in the Procurement Office on May 23, 2008 at 4:00 P.M. (MST). You may FAX your Best and Final offer to (480) 858-7710. If you fail to respond to this request your immediate previous offer shall be considered under the final evaluation process.

If you have any questions regarding the above please feel free to contact me at 480-350-8516. Thank you for participating with us on this procurement and taking the time to present your firm. We look forward to reviewing your Best and Final offer.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Greene'.

Michael Greene
Procurement Officer

C Jim Decker

Revised Price Sheet

All of the items listed below shall be priced as Econolite brand only

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	TS2 Traffic Signal Cabinet, Type 1, Plug n Go, Tempe standard (16 position load bay)	10	Ea	\$ 5,840	\$ 58,400
2	ASC/2S traffic signal controller with serial modem	12	Ea	*\$ 2,125	\$ 25,500
3	ASC/3 traffic signal controller with serial modem and 2meg data key * 300 on next price break * * Product discontinued ON * JUNE 30, 2008 P/N: ASC3110/210000	150 200	Ea Ea	\$ 2,050 2,010	\$ 307,500 402,000
4	ASC/3 traffic signal controller with Ethernet board and 2 meg data key	12	Ea	\$ 2,300	\$ 27,600
5	Malfunction Management Unit (MMU-1SE)	12	Ea	\$ 820	\$ 9,840
6	Malfunction Management Unit (MMU 16 LEip)	150	Ea	\$ 1,198	\$ 179,700
7	Auto Scops SOLO Pro MVP * max price break * any qty.	24	Ea	\$ 4044	\$ 97,056
8	SOLO Pro mounting bracket	24	Ea	\$ 65	\$ 1,560
9	30' SOLO Pro Camera Cable (Annual usage approximately: 10,000 feet)	24	Ea	\$ 240	\$ 5,780
10	Four camera I/F Panel with Ethernet connectivity	6	Ea	\$ 1,330	\$ 7,980
11	I/F panel cable set	24	Ea	\$ 19	\$ 456
12	TS2 Mini-Hub	12	Ea	\$ 640	\$ 7,680
13	TS2 Mini Hub	12	Ea	\$ 640	\$ 7,680
14	Bus Interface Unit	50	Ea	\$ 160	\$ 8,000
15	ASC/2S serial modem	50	Ea	\$ 350	\$ 17,500
16	ASC/2S Ethernet board and installation kit	12	Ea	\$ 244	\$ 2,928

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ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	QTY	UNL	UNIT PRICE	EXTENDED PRICE
17.	Load switch	300	Ea	\$ 30	\$ 9,000
18.	Flasher	100	Ea	\$ 30	\$ 3,000
19.	Flash Transfer Relay	100	Ea	\$ 29	\$ 2,900
20.	ESP Traffic Signal, 12" F head, 3 section head, red, yellow, Green, includes backplate	12	Ea	\$ 2,195	\$ 26,340
21.	Rugged Switch RS 900, (RS900-HI-D-T2T200)	10	Ea	\$ 1,862	\$ 18,620
22.	Rugged Switch RS 900G, (RS900G-HI-D-25C25)	10	Ea	\$ 2,953	\$ 29,530
23.	Rugged Switch RS 8000SI (LRI switch)	10	Ea	\$ 3,325	\$ 33,250
24.	IS2 cabinet power supply	12	Ea	\$ 381	\$ 4,572
25.	Solo Terra, complete (4) camera intersection	12	Ea	\$ 21,900	\$ 262,800
26.	Rack Vision Terra, Complete (1) camera (1) direction	3	Ea	\$ 5,025	\$ 15,075
27.	Rack Vision, Complete (1) camera (1) direction	3	Ea	\$ 5,025	\$ 15,075
28.	Terra cable (1,000 feet per spool)	12	Ea	\$ 1,180	\$ 14,160
29.	ASC3 serial modem and installation kit	12	Ea	\$ 280	\$ 3,360
30.	ASC3 Ethernet board and installation kit	12	Ea	\$ 350	\$ 4,200
31.	ASC/3 Transit Priority Logic (unit cost per controller)	10	Ea	\$ 450	\$ 4,500
32.	AutoScope power cable 1000 feet per spool	10	Ea	\$ 1,780	\$ 17,800
33.	Miscellaneous items not listed - percent off of list price				N/A %

Total Net Cost for Items #1-32

OPTION #1 item #3 150 ea \$1,358,842

OPTION #2 item #3 200 ea \$1,353,342

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL: 08-143

RFP ISSUE DATE: 04/16/2008

Commodity Code(s): 550-79

PROCUREMENT DESCRIPTION: Traffic Signal Control Equipment (Econolite Brand Name Only)

PROPOSAL DUE DATE/TIME: Wednesday, May 7, 2008 at 3:00 P.M. Local Time

Late proposals will not be considered

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: PO Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

PRE-PROPOSAL CONFERENCE: N/A

DEADLINE FOR INQUIRIES: Friday, April 25, 2008 at 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each offeror's name will be publicly read. Prices are not read and kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request For Proposal number, offeror's name and address clearly indicated on the envelope/package.

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Proposal Offer" (form 201-B (RFP)) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Proposal offeror's are asked to immediately and carefully read the entire Request For Proposal and not later than 10 days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Michael Greene CPM E-mail: Michael.Greene@tempe.gov Phone No: 480-350-8516
Procurement Officer

Proposal evaluation and award selection recommendations are publicly posted to the City Procurement Office web page (www.tempe.gov/purchasing) and at the Procurement Office reception counter.

Submit one- (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, three (3) additional proposal response copies are also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected.

MG

Michael Greene, CPM
Central Services Administrator

Form 201-A (RFP)
(H./RFP 3-2002)

Vendor's Proposal Offer

It is REQUIRED that Proposal Offeror COMPLETE, SIGN and SUBMIT the original of this form to the City Procurement Office with the proposal response offer. An unsigned "Vendor's Proposal Offer", late proposal response and/or a materially incomplete response will be considered non-responsive and rejected.

Proposal offeror is to type or legibly write in ink all information required below.

Proposal Offeror's Company Name	<u>Econolite</u>
Company Mailing Address	<u>3360 E. LA PALMA Ave.</u>
Company Street Address	<u>Anaheim, CA 92806</u>
Proposal Offeror Contact	<u>Lori MacIntyre</u> Title <u>Account Manager</u>
Contact's Phone No.	<u>714-630-3700</u> E-mail Address <u>LmacINTYRE@econolite.com</u>
<u>Proposal Offeror's Company Tax Information:</u>	
Arizona Transaction Privilege (Sales) Tax No.	<u>07205607-9</u> or
Arizona Use Tax No.	_____
Federal I.D. No.	<u>95-3196532</u>
City & State Where Sales Tax is Paid	<u>Anaheim, CA</u>

THIS PROPOSAL IS OFFERED BY

Authorized Proposal Offeror (Type or Print in ink) Jeff Spinazze

Proposal Offeror's Title (Type of Print in ink) Vice President of Sales

Date 5/6/08

REQUIRED SIGNATURE OF AUTHORIZED PROPOSAL OFFEROR (Must Sign in Ink)

By signing this Proposal Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other offeror or potential offeror. Failure to sign and return this form with proposal offer will result in a non-responsive proposal.

Jeff Spinazze
Signature of Authorized Proposal Offeror

5/6/08
Date

Form 201-B (RFP)
(H./RFP 3-2002)

INSTRUCTIONS TO PROPOSAL OFFERORS

Please note that these Instructions are to be read and followed by any proposal offeror and/or contracted vendor and that failure to follow these Instructions may result in rejection of a proposal offer for non-responsiveness or cancellation of contract if already awarded.

1. **Preparation of Proposal Response:** It is the offeror's responsibility to examine this entire Request For Proposal (RFP) document immediately upon its receipt and to seek clarification of any item or requirement that may not be clear and to check all proposal responses for completeness and accuracy before submitting a proposal. Concerns about any obvious errors, points of confusion and/or possible improprieties in this RFP that are apparent before the proposal opening date are to be filed with the City Procurement Office prior to the scheduled proposal opening date. Negligence in preparing a proposal response confers no right of withdrawal after proposal due date and time.

The City will not reimburse the cost of developing, presenting or providing any proposal response to this RFP.

2. **Late, Unsigned and/or Incomplete Proposal Response:** A late, unsigned and/or materially incomplete proposal response will be considered non-responsive and rejected. The City will not accept a signed letter by proposal offeror in lieu of a signed "Vendor's Proposal Offer", Form 201-B (RFP) as provided in this RFP.
3. **Inquiries:** Questions regarding this RFP are to be directed only to the City Procurement Officer identified on the cover page of this document, Form 201-A (RFP); unless another City contact is specifically named in this RFP. Questions should be submitted in writing, when time permits. When sending correspondence related to this RFP identify within the letter, the appropriate RFP number, page and paragraph at issue. However, offeror (vendor) must not place the RFP number on the outside of an envelope containing questions, since the envelope may be identified as a sealed proposal response and not opened until the official proposal opening date and time. Inquiries and questions should be asked of the City Procurement Office not later than ten (10) days before proposal opening and those received within ten (10) days of proposal opening may not be answered.
4. **Proposal Conference:** If a Proposal Conference is scheduled, it is the offeror's responsibility to attend the conference, ask questions, seek clarifications and identify any points of confusion or requirements at issue.
5. **Withdrawal of Proposal:** At any time before the specified proposal opening date and time, an offeror may withdraw their proposal. Offeror must present identification and documentation to indicate their authority to withdraw a proposal response.
6. **Proposal Addendum(s):** Receipt and acceptance of a RFP Addendum is to be acknowledged by signing and returning the document either with the proposal response or by separate envelope prior to proposal opening date and time. Failure to sign and return an addendum prior to proposal opening time and date may make the proposal offer non-responsive to that portion of the RFP as materially affected by the respective addendum.
7. **Payment:** For a single requirement purchase, the City will make every effort to make payment within thirty (30) calendar days from receipt of acceptable products, materials and/or services and receipt of correct invoice. For ongoing term contract purchases, the City will make every effort to make payment within thirty (30) calendar days from receipt of monthly statement.
8. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

9. **Compliance with City Solicitation Requirements and Award of Contract:** Unless the offeror states otherwise or unless it states otherwise in this RFP, the City reserves the right to award by individual line item, by group of items, or as a total, whichever is most advantageous to the City. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this RFP.

A proposal response is an offer to contract with the City based on the terms, conditions and specifications contained in this RFP. An offeror does not become a Contractor unless they receive a formal contract award from the City Procurement Office. Unless this RFP includes a separate contract document or requires the offeror to submit a contract for review, a contract is formed when the City Procurement Office provides a written notice of award or a purchase order to the successful offeror. Proposal offers that take exception to the terms, conditions, specifications and/or other requirements stated within this RFP will cause the proposal offer to be considered as non-responsive. Exceptions will be evaluated on an individual basis to determine their compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification stated within this solicitation document.

10. **Taxes:** Propose all materials (equipment/products) F.O.B. Tempe, prepaid. Unless specifically requested in this RFP, do not include any Sales, Use or Federal Excise Tax in your proposal pricing. The City is exempt from payment of Federal Excise Tax. For proposal evaluation, Transaction (Sales) Privilege Tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on City of Tempe Privilege (Sales) Tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
11. **Payment By City Procurement Card:** The City Procurement Office (only) may wish to make payment through the use of a City Procurement Card. It is requested that each offeror indicate on the Price Sheet (pricing section) of this RFP, their willingness to accept City Procurement Card payments. The inability to accept payment by City Procurement Card will not disqualify a proposal response.
12. **Proposal Results:** Offerors are invited to attend the scheduled proposal opening at which the name of each offeror will be publicly read (not prices). After award of proposal, an appointment may be made with the City Procurement Officer (identified on the cover page of this RFP) and the proposal documents may be reviewed with the Procurement Officer. Formal award recommendations will be placed on the Procurement Office web page (www.tempe.gov/purchasing) and posted at the front counter of the Procurement Office at the same time the award recommendation is forwarded for City Council review. Parties interested in the outcome of a proposal may check the City Procurement Office web page or check for posted awards at the Procurement Office front counter.
13. **Protests:** Any actual or prospective offeror who is aggrieved in conjunction with this RFP or award of a contract may protest to the City Procurement Office (City Procurement Officer contact). A protest based upon alleged improprieties in this RFP that are apparent before the proposal opening shall be filed before proposal opening. At least five (5) days before award of a contract, the City Procurement Office will post award recommendations on its web page (www.tempe.gov/purchasing) and at the Procurement Office front counter for public review. A protest concerning an award recommendation must be filed within 10 calendar days after the protester knows or should have known the facts and circumstances upon which the protest is based. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and indication as to the form of relief requested. Protest is to be on the protester's company letterhead and signed.
14. **Request for Taxpayer I.D. Number and Certification, IRS W-9 Form:** An attached IRS W-9 form serves as the last page of this RFP and is to be completed by proposal offeror and submitted with the proposal response. Prior to any contract award, this IRS W-9 form must be completed and submitted to the City Procurement Office.

15. **Compliance of Proposal Offeror/Contractor Forms:** Any forms (for example, separate contract, maintenance agreement, training agreement) intended by the proposal offeror and/or contractor to be utilized in relationship to any resulting contract must be submitted with proposal offer. Proposal offeror and/or contractor forms that take exception to any of the terms, conditions, specifications and/or other requirements stated within this RFP may cause the proposal response to be considered as non-responsive and rejected from consideration or a contract award to be void. Absolutely no proposal offeror/contractor form will be considered unless submitted with proposal response and approved by the City Procurement Office. No City department is authorized to sign any proposal offeror and/or contracted vendor form(s) in relationship to this RFP and/or subsequent contract without the City Procurement Office first reviewing the document for compliance with the City's solicitation and stamping/initialing the document as being in compliance.

16. **Proposal, Offer and Contract:** Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

Any language in proposal offers that takes exception or provides different or conflicting terms, conditions, obligations, specifications, and/or requirements than those contained in the City's Standard Terms and Conditions or Special Terms and Conditions are deemed rejected by the City and are not included in the contract unless expressly agreed to in writing by the City.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions are to be read and complied with by proposal offeror and/or contracted vendor and that failure to follow these requirements may result in rejection of a proposal response for non-responsiveness or cancellation of any awarded contract.

1. **Certification:** By signing the "Vendor's Proposal Offer", Form 201-B (RFP), the offeror certifies:
 - A. The submission of the proposal offer response did not involve collusion or other anti-competitive practices.
 - B. The vendor shall not discriminate against any employee or applicant for employment in violation of Federal and Arizona State law and the vendor shall comply with the Americans with Disabilities Act (ADA). Suppliers of products and services to the City shall operate as an equal opportunity employer and shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses in all proposals and contracting activities conducted by the City.
 - C. The vendor has not given, offered to give, nor 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 "Vendor's Proposal Offer", Form 201-B (RFP) or signing it with a false statement shall void the submitted proposal offer and/or any resulting contract. In addition, the vendor may be debarred from future proposal and bidding participation with the City and may be subject to such actions as permitted by law.
 - D. The vendor agrees to promote and offer to the City only those materials and/or services as stated and allowed by this RFP and resultant contract award. Violation of this condition will be grounds for contract termination by the City.
2. **Gratuities:** The City may, by written notice to the contractor, cancel any resultant contract, if it is found that gratuities in any form were offered or given by the contractor or agent or representative of the contractor, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from contractor the amount of gratuity.
3. **Applicable Law:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this RFP and resultant contract or in statutes or ordinances pertaining specifically to the City. This contract shall be governed by State of Arizona law and suits pertaining to this contract may only be brought in courts located in Maricopa County, Arizona.

4. **Dispute Resolution:** This contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the contractor will meet and/or consult with each other in good faith to resolve any disputes arising out of the contract. If good faith efforts fail, then the City and contractor may attempt to resolve any disputes through mediation. If mediation is utilized, the City and contractor mutually will agree upon a mediator whose fees will be shared equally by the City and Contractor.
5. **Contract Formation:** This contract shall consist of this RFP document and the proposal offer response submitted by the vendor, as may be found responsive and approved by the City. In the event of a conflict in language between the two documents, the provisions of the City's RFP shall govern. The City's RFP shall govern in all other matters not affected by a written contract. All previous contracts between the offeror and the City are not applicable to this contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the contract.
6. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of this contract is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.
7. **Contract Modifications:** This contract may only be modified by a written Contract Modification issued by the City Procurement Office and counter-signed by the contractor.
8. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
9. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application to the extent that the material provisions of this RFP and contract are not materially vitiated.
10. **Relationship of Parties:** It is clearly understood that each party to this contract will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other party. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
11. **Interpretation of Parol Evidence:** This contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the contract, unless the signing of a subsequent contract is specifically called for in this RFP. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of the contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
12. **Contract Assignment:** No right or interest in this contract shall be assigned by contractor and no delegation of any duty of contractor shall be made without prior written permission of the City Procurement Office.
13. **Rights and Remedies:** No provisions of this RFP document or in the vendor's proposal response offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, shall not release the contractor from any responsibilities or obligations imposed by the contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.

14. **Overcharges By Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the contract.

15. **Force Majeure:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.

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 from a force majeure occurrence in accordance with this force majeure clause.

Any delay or failure in performance by either party 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 the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via Certified Mail - Return Receipt Requested and shall make a specific reference to this clause, 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 by hand delivery or Certified Mail - Return Receipt Requested when it has done so. 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 contract.

16. **Preparation of Specifications By Persons Other Than City Personnel:** No person preparing specifications for this RFP shall receive any direct or indirect benefit from the use of these specification.

17. **Public Record:** After award of contract, proposal responses shall be considered public record and subject to review. If an offeror believes a specific section of its proposal response is confidential, the offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination.

18. **Conflict of Interest:** This contract is subject to the cancellation provisions of A.R.S. Section 38.511.

SPECIAL TERMS AND CONDITIONS

Proposal offers that take exception to Special Terms & Conditions stated within this RFP may cause the proposal response to be considered as non-responsive. As set forth in this Special Terms and Conditions section, "vendor" means a person or firm in the business of selling or otherwise providing products, materials or services and "proposal offeror" means a vendor making a proposal offer in response to a RFP. "Contractor" means any person or firm who has a contract with the City. A successful "proposal offeror" who is awarded a contract with the City becomes a "Contractor".

1. **City Procurement Document:** This RFP is issued by the City Procurement Office. No alteration of any portion of this RFP document by an offeror is permitted and any attempt to do so shall result in offeror's proposal response being considered non-responsive. No alteration of any portion of a resultant contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be 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:** To allow for an adequate evaluation, the City requires an offer in response to this RFP to be valid and irrevocable for sixty (60) days after the proposal opening time and date.
3. **Contract Type:** Term with justifiable price adjustment allowed, indefinite quantity.
4. **Term of Contract:** The term of any resultant contract shall commence on the date of award and shall continue for a period of five years thereafter, unless terminated, canceled or extended as otherwise provided herein. Resultant contract is non-transferable and can not be assigned by the contractor without the approval of the City Procurement Office, and then only when all prices, discounts, terms and conditions of the original proposal documents and contract award remain unchanged.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant contract for ninety (90) days beyond the stated expiration date.
6. **Cooperative Use of Contract:** In addition to the City of Tempe this contract may be extended for use by other municipalities and government agencies of the State of Arizona. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity. Any public agencies not identified within this RFP who wish to cooperatively use the contract are subject to the approval of Contractor(s).
7. **Contract Termination:** This contract may be terminated without default by the City by providing a written thirty (30) day notice of termination to the other party.
8. **Cancellation for Default:** This contract is critical to the City and the City reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any obligation, term, or condition of the contract. The City will issue a written notice of default effective at once and not deferred by any interval of time. Default shall be 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 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 contracts.

The City may resort 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 will be borne by the Contractor;
 - D. In case of default, the City reserves the right to purchase materials from another source, or to complete the required work in accordance with the needs of the City. 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;
 - iii) Any combination of the above or any other remedies as provided by law.
9. **Contracts Administration:** Contractor must notify the City Procurement Office (Tony Allen) for guidance or direction of matters of contract interpretation or problems regarding the terms, conditions or scope of this contract.
10. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection.
11. **Delivery Time Evaluation Factor:** Delivery is an important consideration and will be a factor in the determination of an award. Therefore, delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, offers must be clear in regard to those variations.
12. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.
13. **Pricing:** Pricing accuracy and completeness are critical. All items being proposed must be identified and priced.

In the case of system proposals, all items, which are required to make the system function in accord with, stated RFP requirements, must be identified and priced.

If provided pricing pages do not cover all such items, the offeror is to include an itemized listing of all required products and services needed to make their proposed system equipment fully functional and in conformity with stated RFP needs.

14. **Price Adjustment:** The City Procurement Office will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office.

Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, it is the Contractor's responsibility to contact the Procurement Office to assure the price increase request was received.

The Contractor shall likewise offer any published price reduction or if applicable to contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, that exceed contracted price discounts extended to the City by the Contractor. Price increase adjustments shall only be submitted/approved on the anniversary date of resultant contract. If an adjustment is approved, the successful contractor will not be eligible for an additional adjustment until 365 days has elapsed from the date of the last approved adjustment.

15. **Proposal Questionnaire:** Offeror must complete the Proposal Questionnaire portion of this RFP and provide any documentation required to support the answers given to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required in order to be responsive to the RFP and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, be sure to provide the information in the sequence set forth in the RFP and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized supportive responses that do not allow sufficient information for evaluation purposes may result in a proposal response being rejected as non-responsive.

16. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each offeror.
17. **Non-exclusive Contract:** Any contract resulting from this RFP shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like materials or services from another source to secure significant cost savings or when timely delivery cannot be met by the Contractor.
18. **Ordering Process:** Upon award of a contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct contract number. A purchase order for the awarded material and/or service that cites the correct City contract number is the only document required for the City to order and the contractor to deliver the material and/or service.
19. **Turnaround Time:** Offer must be capable of providing a work completion turnaround time for requested delivery of materials and/or services within the time stated in this RFP. Turnaround time is defined as the time frame beginning with the contractor being notified of a work need by the City and ending with the delivery of the work in completed form back to the City customer department. Responsive offers are to provide any required pick-up and delivery as part of their proposed price response to the City.
20. **Estimated Quantities:** This RFP references quantities as a general indication of the City needs; The City anticipates considerable activity resulting from contracts that will be awarded as a result of this RFP; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each offeror.
21. **Change Order:** The City Procurement Office reserves the right (with Contractor's approval) to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the Scope of the City's RFP and the Contractor's awarded proposal and price response.

22. **Billing:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model number, and/or serial number, as most applicable. Any purchase/delivery order issued by the requesting department shall refer to the contract number resulting from this RFP. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this RFPI will be accepted for payment.
23. **Quarterly Usage Report:** The Contractor shall furnish the City Procurement Office a quarterly report showing the dollar amount ordered from this contract by items.
24. **Brand Name Only:** Only the brand name specified will be considered for award. The City has established a standard of uniformity with the Econolite brand throughout the City and will require that any submitting firm match this manufacturer.
25. **Warranty Statement:** Each offer must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.
26. **Minimum Warranty Period:** All equipment supplied under this RFP shall be fully guaranteed by the Contractor for a minimum period of twenty-four (24) months from the date of acceptance by the City. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specifications, shall be fully corrected by the Contractor (including parts and labor) without cost to the City.
27. **Current Products:** All offers made in response to this RFP shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in user (paying customer) environments and capable of meeting or exceeding all specifications and requirements set forth in this RFP. Enhancements to established products need not necessarily comply with this clause, and will be reviewed on individual merits.
28. **Product Discontinuance:** The City may award contracts for particular materials and/or models of equipment as a result of this RFP. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The Contractor shall request permission of the City Procurement Office to substitute a new product or model and provide the following:
- A. A formal announcement from the manufacturer that the product or model has been discontinued.
 - B. Documentation from the manufacturer that names the replacement product or model.
 - C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the RFP.
 - D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
29. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period(s).
30. **Inventory:** The City has an ongoing requirement for the material indicated in this RFPI. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

31. **Local Inventory Stocking:** In order to assure that any ensuing contracts will provide the necessary delivery support required for the items specified, it is preferred that successful firm have a local inventory capability with sufficient capacity to ensure short delivery lead times and after sales support.
32. **Training Statement:** Each offer shall include a complete statement of the training that shall be provided by the vendor for equipment supplied.
33. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
34. **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.
35. **Safety Standards:** All items supplied on this contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
36. **Infringement of Patent or Copyright:** The Contractor agrees to save, keep, bear harmless and fully indemnify the City and any of its officers and employees from any and all damages, costs, or expenses in law or equity, that may at any time arise out of or be set up for any infringement of the patent right, copyright, or trademark of any person or persons in consequences of use by the City, or by any of its officers, or agents or employees of vendor supplied materials under this bid solicitation and of which the contractor is not a patentee or signee or lawfully entitled to sell the same.

Contractor (seller) agrees to indemnify and hold harmless the City (buyer) from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's (buyer's) purchase and use of material (equipment/product) supplied by Contractor (seller).

It is expressly agreed by contractor (seller) that these covenants are irrevocable and perpetual.

37. **Contractor's (Seller's) Risk:** Contractor (seller) agrees to bear all risk of loss, injury, or destruction of materials (equipment/products ordered as a result of this RFP which occur prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor (seller) from any obligation hereunder.
38. **Insurance:** Prior to commencing any work or services under this contract, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors.

A Contract Award Notice or Purchase Order will not be issued to an awarded vendor until receipt of all required insurance documents by the City Procurement Office and such documents must meet all requirements of this Insurance clause. In addition, before any contract is renewed for additional time periods, all required insurance must be in force and on file with the City Procurement Office. An awarded vendor or contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another vendor selected for award.

Minimum Limits Of Insurance

Contractor shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including coverage for contractual liability (including defense expense coverage for

additional insureds), personal injury, broad form property damage, products, completed operations, and product liability. The general aggregate limit shall apply separately to this project/location or the general aggregate shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage, including coverage for owned, hired, and non-owned vehicles as applicable.
3. Workers' Compensation and Employers Liability: Workers' Compensation and Employers Liability statutory limits as required by the State of Arizona.

Deductibles And Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage
 - a. The City, its officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contractor including the insured's general supervision of the contractor; products and completed operations of the contractor; premises owned, occupied or used by the contractor, or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.
 - b. The Contractor's insurance coverage shall be primary as respects the City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute to it. The amount and type of insurance coverage required by this contract shall not limit the scope of the indemnity provided by this contract.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or volunteers.
 - d. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state the coverage shall not be suspended, voided, and/or canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Other Insurance Requirements: Contractor shall:

1. Prior to commencement of services, furnish the City with certificates of insurance, in form and with insurers acceptable to the City which shall clearly evidence all insurance required in this contract and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on 30 days prior written notice to and approval by the City, and in accord with stated insurance requirements of this Request For Proposal. City shall not be obligated, however, to review same or to advise contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve contractor from, or be deemed waiver of City's right to insist on, strict fulfillment of contractor's obligations under this contract.
 2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 4. Maintain such insurance from the time services commence until services are completed. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may at its sole option, terminate this contract effective on the date of such lapse of insurance.
 5. Place such insurance with insurers and agents licensed and authorized to do business in Arizona and having a Best's rating of no less than A-VII.
 6. Maintain such coverage continuously throughout the term of this contract and without lapse for a period of two (2) years beyond the contract expiration, should any of the required insurance be provided under a claims-made form, to the extent that should occurrences during the contract term give rise to the claims made after expiration of the contract, such claims shall be covered by such claims-made policies. Such extension of coverage shall be evidenced by annual certificates of insurance.
39. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:
- a. If intended for the City, to:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280
 - b. If intended for the contractor, to:

The contractor at the contractor's address
and the attention of the person named as
provided in the offer of this contract.

or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

40. **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 RFP for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this RFP shall be shown only to City Personnel having a legitimate interest in the evaluation. "**PRICES SHALL NOT BE READ**". After contract award, the proposals and the evaluation documentation shall be open for public inspection.
41. **Proposal Evaluation:** In competitive Sealed Proposals, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City taking into consideration the evaluation factors set forth in the RFP. The City shall be the sole judge as to the acceptability of the products and/or services offered.
42. **Discussion with Responsible Offerors and Revisions to Proposal:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City may ask to obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors. The purposes of such discussions shall be to:
- A. Determine in greater detail such offeror's qualifications;
 - B. Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
43. **Confidential Information:**
- A. If a person believes that a proposal offer or specification, contains information that should be withheld, a statement advising the City Procurement Officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
 - B. The information identified by the person as confidential shall not be disclosed until the City Procurement Office makes a written determination or until after award of proposal.
 - C. The City Procurement Office shall review the statement and information and shall determine in writing whether the information shall be withheld. After award of contract, all bid response information shall be available for public inspection.
 - D. If the City Procurement Office determines to disclose the information, the offeror shall be informed in writing of such determination. After award of contract, all proposal response information shall be available for public inspection.
44. **Payments - After Acceptance of Delivery:** The City shall make payment in full to the successful contractor within thirty (30) days after receipt and acceptance of delivery. Unless terms other than net thirty (30) days are offered as a discount.

45. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph.
46. **Taxes:** Propose all products F.O.B. Tempe, prepaid. Do not include any Sales, Use or Federal Excise Tax in your proposal pricing; unless specifically requested on the Price Sheet(s) within the RFP document. The City is exempt from payment of Federal Excise Tax and for proposal evaluation purposes will add Sales or Use Tax as applicable. For proposal evaluation purposes, transaction (sales) Privilege Tax to be paid (returned) to the City of Tempe, will be considered as a pass-through cost of Tempe vendors and calculated as a realize net expense of zero (0).
47. **Energy Efficient Products:** The City may consider energy conservation factors including cots in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, equipment and product purchases may specify items that have been given an energy efficient classification by the federal government.
48. **Energy Conservation:** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
49. **Clean Water:** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided
50. **Federal Changes:** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
51. **Clean Air:** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

52. **No Obligation by the Federal Government:** (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

53. **Program Fraud and False or Fraudulent Statements or Related Acts:** (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

54. **Civil Rights** (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or

recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

55. **Incorporation of Federal Transit Administration (FTA) Terms:** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

Specifications

The purpose of this Request for Proposal (RFP) is to develop a long term contract with a qualified firm to provide a wide variety of traffic signal control equipment in accordance with RFP terms, conditions, and specifications. The City has elected to establish a brand name only specification for this procurement using the Econolite brand. This brand name only determination is based on past practice that has allowed the City to standardize to a common and high quality brand. The ability to standardize to one common brand is important from both an operational perspective and an expertise perspective that becomes crucial in trying to manage the City's traffic operations.

A list of commonly purchased equipment has been included within the pricing section. Annual quantities have been provided. It is important to point out that the quantities shown represent estimated annual quantities that will be ordered each and every year of resultant contract. The City historically spends approximately \$300,000 per year on this group of items.

All equipment purchased from this agreement will include a minimum two year parts and labor warranty.

Awarded firm must be an authorized Econolite distributor.

In addition to the specific list of products identified on the attached price schedule, firms shall provide a discount from manufacturer list price that can be used to purchase additional control items and components not specifically listed.

Proposal Questionnaire

Please respond to the following questions which will be used in the evaluation process.

1. Please list the address of the facility that you will fill orders from and respond to warranty service calls (local facility preferred).

Econolite - Headquarters

3360 E. LA PALMA AVE

Anaheim, CA 92806

2. Does your firm agree to all the terms and conditions listed in this Request For Proposal?

Yes No

If No, please explain.

3. Please list the name and phone number of contact person on your staff that the City will contact with warranty questions.

Lori MacIntyre

Account Manager

714 630 3700

4. State the anticipated delivery time for filling orders from this resultant contract (ARO) 2-8 Weeks

5. Does your proposed equipment include the minimum two year parts and labor warranty as requested in the RFP?

Yes No

If No, please explain.

6. Please list three references for whom you have supplied similar equipment.

Company	Contact Name	Telephone Number
City of Mesa	Bruce Tharp	480-644-2420
City of Phoenix	Joel Hauris	602-262-4691
City of Peoria	Steve Blair	623-773-7536

7. Is your firm an approved Econolite distributor?

Yes No

If no, please explain

8. Will your company provide a discount from catalog or price sheet for additional Econolite control related products and if so, identify the discount provided.

N/A

Proposal Checklist For Submittals

- X One signed and complete original and one copy (total of two sets) of the proposal response, including "Vendor's Proposal Offer" (Form 201-B).
- X Proposal Questionnaire has been completed and included.
- X Price Information completed and included
- N/A Any addendum(s) have been included
- X Product catalog or price list

Evaluation

Award Criteria	Weight	X	Rating	=	Value
1. Product Offered – The ability of the offeror to provide a complete line of brand name specified products and be approved as an authorized distributor. The length and quality of the offered warranty, location of inventory, and delivery time offered;	5	X	_____	=	_____
2. Cost – the total cost of products offered;	4	X	_____	=	_____
3. Experience – the experience of offeror in demonstrating a level of competence in selling and servicing the Econolite brand.	3	X	_____	=	_____
4. Responsiveness – the overall responsiveness of offeror in providing all information requested at time of proposal submittal and the ability of the firm to meet all terms and conditions of RFP;	2	X	_____	=	_____

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	7
Good	5
Average	3
Poor	1
Not Addressed or Unacceptable	0

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three - (3) and six - (6) ordering departments. At the time an order is placed, the contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280

Accounting Contacts:	Cecilia Miller	Letters A-C
	Ramona Zapien	Letters D-O
	Penny Brophy	Letters P-Z

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Econolite Control Products, Inc.

Business name, if different from above

Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other ▶ _____ Exempt from backup withholding

Address (number, street, and apt or suite no.)
3360 E La Palma Ave

City, state, and ZIP code
Anaheim, CA 92806

List account number(s) here (optional)

Requester's name and address (optional)
City of Tempe

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
OR								
Employer identification number								
9	5	3	1	9	6	5	3	2

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien)

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here Signature of U.S. person ▶ *A Cleveland* Date ▶ *05/06/08*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and other sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation and registered on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporation or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ Use first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may not enter your SSN or EIN if you have one, but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the general representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 5.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to clients, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/08

PRODUCER
UnionBanc Insurance Svcs, Inc.
680 Langsdorf Drive #100
P.O. Box 34009
Fullerton, CA 92834-9409

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Econolite Control Products, Inc.
3360 E. La Palma Avenue
Anaheim, CA 92806

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	State Comp Ins Fund - California	35076
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDY/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMPROP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	624100507	04/01/08	04/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

** Workers Comp Information **
Econolite Traffic Engineering & Maintenance, Inc.

CERTIFICATE HOLDER

CITY OF TEMPE
20 E 6TH ST
Tempe, AZ 85281-3604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rogan Wilson

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.