

Item # 4-4c

**City of Carson City
Agenda Report**

Date Submitted: June 12, 2007

Agenda Date Requested: June 21, 2007

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to approve the extension of Contract No. 0607-021 Joinder Contract with Metta Technologies, Inc. through City of Tucson, Arizona to purchase portable litter fencing through June 6, 2008 providing Carson City's approved funding and purchasing procedures are followed

Staff Summary: Public Works has requested the use of this contract to purchase portable fences which will help minimize blowing litter at the Landfill and which is a condition of the City's Landfill Operating Permit issued by the Nevada Division of Environmental Protection. The fences feature all steel construction and are 14 feet 4 inches high by 24 feet in length. These portable fences can be moved by any equipment from a front-end loader to a D-9 dozer and are designed to withstand winds to over 70 miles per hour.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve the extension of Contract No. 0607-021 Joinder Contract with Metta Technologies, Inc. through City of Tucson, Arizona to purchase portable litter fencing through June 6, 2008 providing Carson City's approved funding and purchasing procedures are followed

Explanation for Recommended Board Action: On August 17, 2006 the BOS approved the usage of the City of Tucson, Arizona Bid #053114-01 Portable Litter Fencing with Metta Technologies, Inc., 2233 Parkwood Avenue, Toledo, OH 43620 through June 7, 2007. Amendment No. 2 extends the contract through June 7, 2008 at the same price and all contract terms, conditions and provisions remained the same.

Pursuant to **NRS 332.115 subsection 1 (m)** and **NRS 332.195**, staff is requesting the Board of Supervisors to declare that this contract is not adapted to award by competitive bidding and authorize Public Works to be able to place orders from this contract providing they have approved funding and follow approved Carson City purchasing procedures.

NRS 332.115. Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
 - (m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State;are not subject to the requirements of this chapter for competitive bidding as determined by the governing body or its authorized representative.

NRS 332.195 Joinder or use of contracts by other governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The original contracting local government is not liable for the obligations of the government entity which joins or uses the contract.
2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

Fiscal Impact: \$50,000.00

Explanation of Impact: \$50,000.00

Funding Source: \$50,000.00 has been budgeted in the Landfill Fund FY 0708

Supporting Material: City of Tucson, Arizona Contract No. 053114-01 Amendment No. 2 and 8/17/06 Agenda Report

Prepared By: Cheryl Adams, Purchasing & Contracts Manager


Reviewed By:


(Public Works)


Date: 6/12/07


(City Manager)

Date: 6/12/07


(District Attorney)

Date: 6-12-07


(Finance Director)

Date: 6/12/07

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)



CITY OF
TUCSON

DEPARTMENT OF
PROCUREMENT

May 3, 2007

David Hass
Metta Technologies Inc
2233 Parkwood Ave
Toledo OH 43620

Re: Contract Title: **PORTABLE LITTER FENCING**
Contract Number: **053114-01**
Amendment Number: **2**

Dear Mr. Hass:

The referenced contract amendment has been approved and signed under the same terms and conditions as stated therein.

A copy of the amendment is enclosed for your information and files.

Sincerely,

Ruth Estrada, CPPB
Senior Contract Officer

RE:tk

Attachment

c: File #053114

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 8TH FLOOR
TUCSON AZ 85726-7210

CONTRACT NO. 053114
CONTRACT AMENDMENT NO. 2
PAGE 1
CONTRACT OFFICER: RUTH MELENDEZ/LLH

THIS CONTRACT IS AMENDED AS FOLLOWS:

PORTABLE LITTER FENCING

The City of Tucson Contract Number 053114-01 is hereby **RENEWED** for an additional one-year period beginning June 7, 2007 and ending June 6, 2008 pursuant to **Special Terms and Conditions, Paragraph 2.12, Page 6.**

All other contract terms, conditions and provisions shall remain the same and apply for the renewal period.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 3rd DAY OF May, 2007. AT TUCSON, ARIZONA.

David Hass 5/3/07
Signature Date

David Hass President
Typed Name and Title

METTA TECHNOLOGIES INC.
Company Name

2233 PARKWOOD AVENUE
Address

TOLEDO, OH 43620
City State Zip

Wayne A. Casper, C.P.M.
As Director of Procurement and not personally



BLANKET CHANGE ORDER CITY OF TUCSON

255 W. ALAMEDA - PO BOX 27210
TUCSON, AZ 85726-7210

PO Date: 06/07/2005

Change Order Date: 05/03/2007

Vendor ID: 0006558 Phone: (419) 244-7916

METTA TECHNOLOGIES INC
2233 PARKWOOD AVE
TOLEDO OH 43620

Blanket Order/Change Order Number
24026 / 2

ALL PACKING SLIPS, INVOICES, AND
CORRESPONDENCE MUST REFERENCE THIS NUMBER.

MAIL ORIGINAL INVOICE TO ADDRESS BELOW

S City of Tucson
H Environmental Services/Eng & Tech
I Support
P 100 N Stone 2nd Fl
T Tucson AZ 85701
O Contact: Susan Palliser 520-791-5414

I City of Tucson
N Finance/Accounts Payable
V PO Box 27450
O Tucson AZ 85726-7450
I PHONE: (520) 791-4031
C
E

Requisition Number	Solicitation Number	FOB	Delivery Date	Terms
0504443		DESTINATION		2% 21 DAYS
Item	Description	Quantity	Unit Price	Total
1	TO PROVIDE FOR THE ANNUAL REQUIREMENTS OF PORTABLE LITTER FENCING FOR THE TIME PERIOD OF 06-07-2005 THROUGH 06-06-2008 IN THE ESTIMATED ANNUAL AMOUNT OF \$80,000. PER CONTRACT 053114-01 CHANGE ORDER #2: THIS PO IS HEREBY RENEWED FOR ONE YEAR. NEW EXTENDED AMOUNT INCLUDING TAX: \$0.00 PREVIOUS PO TOTAL: \$0.00	0. EA	0.00	0.00
			NEW PO TOTAL:	\$0.00

By accepting this order, vendor agrees to all terms and conditions posted on www.ci.tucson.az.us/procure/html/terms_and_conditions. Terms and conditions are incorporated by reference as though fully set forth herein. Terms and conditions are also available by calling (520)791-4217 for a mailed copy.

Ruth Estrada
Contract Officer

(520) 791-4400 132
Phone

**City of Carson City
Agenda Report**

Date Submitted: August 8, 2006

Agenda Date Requested: August 17, 2006

Time Requested: Consent

To: Mayor and Supervisors

From: Purchasing & Contracts

Subject Title: Action to authorize Public Works to utilize Bid #053114-01 for the purchase of portable litter fencing through June 6, 2007 which Bid was approved by the City of Tucson, Arizona and which is exempt from competitive bidding pursuant to NRS 332.115 subsection 1 (m) and NRS 332.195 providing Carson City's approved funding and purchasing procedures are followed (File No. 0607-021)

Staff Summary: These portable fences will help minimize blowing litter at the Landfill, which is a condition of the City's Landfill Operating Permit issued by the Nevada Division of Environmental Protection. The fences feature all steel construction and are 14 feet 4 inches by 24 feet in length. These portable fences can be moved by any equipment from a front-loader to a D-9 dozer and are designed to withstand winds to over 70 miles per hour.

Type of Action Requested: (check one)
 Resolution Ordinance
 Formal Action/Motion Other (Specify)

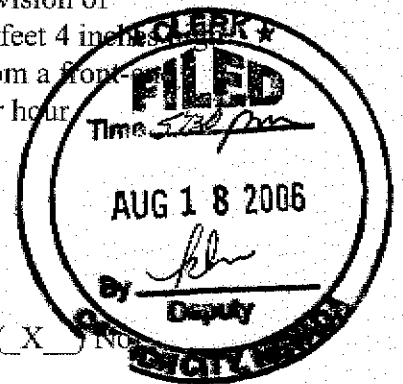
Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to authorize Public Works to utilize Bid #053114-01 for the purchase of portable litter fencing through June 6, 2007 which Bid was approved by the City of Tucson, Arizona and which is exempt from competitive bidding pursuant to NRS 332.115 subsection 1 (m) and NRS 332.195 providing Carson City's approved funding and purchasing procedures are followed (File No. 0607-021)

Explanation for Recommended Board Action: The City of Tucson, Arizona awarded Bid #053114-01 Portable Litter Fencing to Metta Technologies, Inc., 2233 Parkwood Avenue, Toledo, OH 43620 effective June 7, 2005 through June 6, 2006. On June 21, 2006 Amendment No. 1 was approved for the period of June 7, 2006 through June 7, 2007. The price of the Bull Litter Control Fence was changed to \$5,175.00 each, which includes freight and all other contract terms, conditions and provisions remained the same.

Initially, \$51,750 has been budgeted for the purchase of ten (10) units for FY 0607.

Pursuant to **NRS 332.115 subsection 1 (m)** and **NRS 332.195**, staff is requesting the Board of



Supervisors to declare that this contract is not adapted to award by competitive bidding and authorize Public Works to be able to place orders from this contract providing they have approved funding and follow approved Carson City purchasing procedures.

NRS 332.115. Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
 - (m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State;are not subject to the requirements of this chapter for competitive bidding as determined by the governing body or its authorized representative.

NRS 332.195 Joinder or use of contracts by other governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The original contracting local government is not liable for the obligations of the government entity which joins or uses the contract.
2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

Fiscal Impact: \$51,750.00

Explanation of Impact: \$51,750

Funding Source: \$51,750 has been budgeted in the Landfill Fund FY 0607

Supporting Material: Letter from Metta Technologies and City of Tucson Invitation for Bid #053114

Prepared By: Cheryl Adams, Purchasing & Contracts Manager

Reviewed By:

(Public Works)

(City Manager)

(District Attorney)

(Finance Director)

Date:

Date:

Date:

Date:

8/8/06

08/08/06

8-8-06

8-8-06

Board Action Taken:

Motion:

1)

2)

Aye/Nay

(Vote Recorded By)



Metta Technologies, Inc.
2233 Parkwood Ave.
Toledo, Ohio 43620

800-889-4601
phone 419-244-7916
fax 419-244-7917

July 10, 2006

Carson City Public Works
Attn: Darren Selby
3505 Butti Way
Carson City, NV 89701

Dear Darren,

Thanks for the call the other day with the news that Cason City Public Works Department will be able to use the public contract I have with the City of Tucson, AZ for purchasing the Bull Litter Fences with the steel net.

I have included the bid documents I received from the City of Tucson for the original bid I submitted in 2005. I also include an amendment they added to allow the Bull Litter Fence to meet the original bid specifications with regards to total weight/unit and size of mesh opening in the net.

Copies of the updated 2006 through 2007 signed agreement I originally faxed to you is also included.

I am agreeing to allow Carson City Public Works to purchase the Bull Litter Fences with the steel net for the same price and terms of the contract as the signed agreement Metta Technologies, Inc. has with the City of Tucson for the time period of June 7, 2006 through June 6, 2007. The price per Bull, with a minimum of 10 Bulls per order, is \$5175/ea, which includes freight to your landfill.

If you have any questions or need any additional information feel free to call or email me.

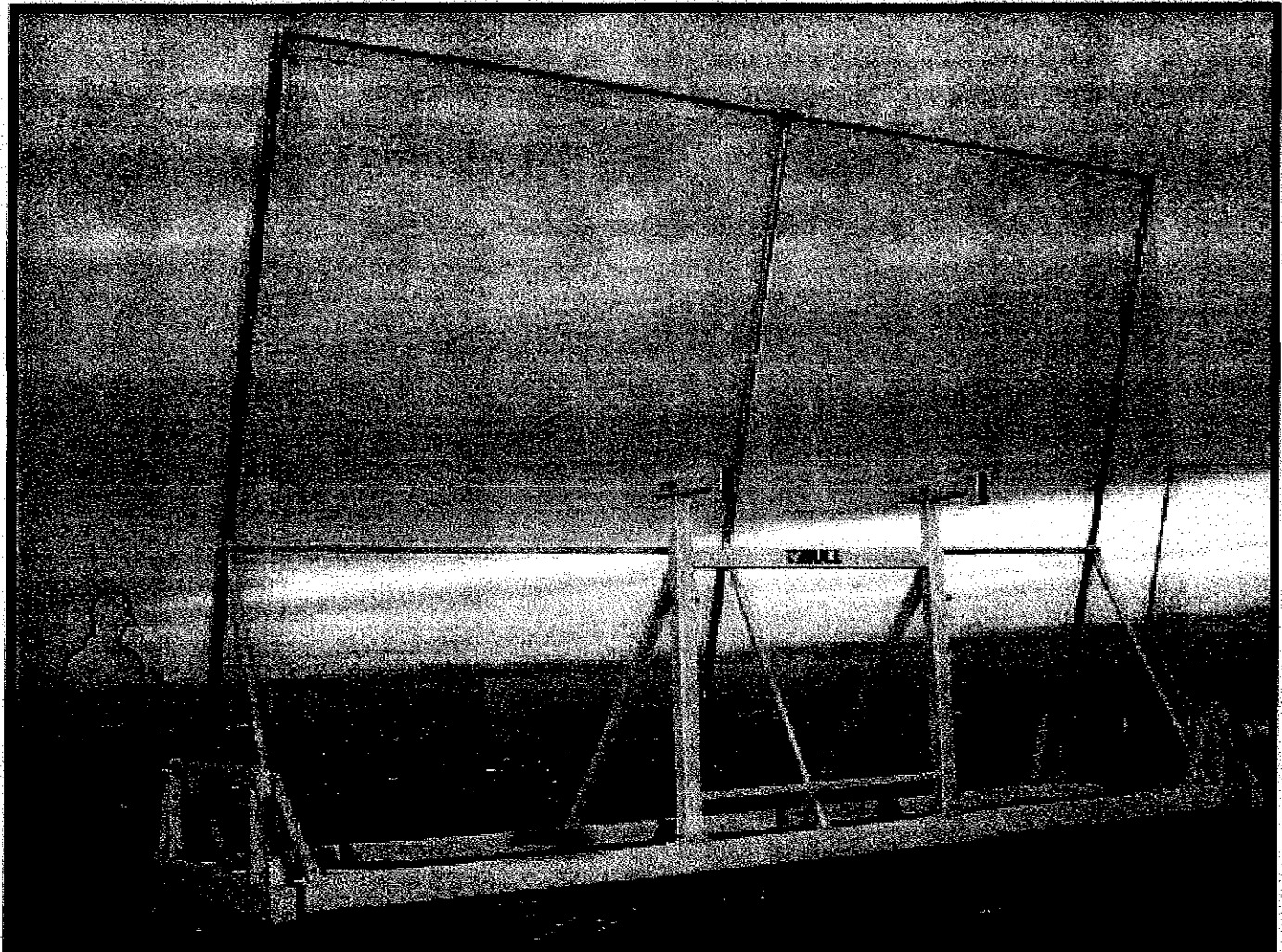
Sincerely,

David Hass, President
Metta Technologies, Inc.
MettaTech@bex.net

Putting a stop to blowing litter for over a decade



The BULL™: BEST mobile litter fence



THE BULL: Blowing Litter's Worst Enemy

- Net heights: 16ft and 13ft-4in. by 24ft long
- Designed to withstand winds over 70mph—no chance of overturning in high winds with a litter covered net.
- Side-nets keep litter from escaping—no litter slipping off the edges between adjacent units. They also catch their share of litter in shifting winds.
- Adjustable hooks let operators easily pick up and move the Bull using any equipment from a front-end loader to a Cat D9 dozer blade with trash rack attached. No other mobile litter fence has this ability.
- Steel nets—galvanized and vinyl coated, or cable reinforced polymer nets with UV protection are both available.

No repair costs for five years. Guaranteed.

Move the BULL everyday in rough landfill conditions without damage. The BULL is designed and built to be strong.

Lower your operating costs.

Reduce manual labor picking up litter.

Increase your profit.

Stay open even on windy days when you would normally close.

Keep your regulators and neighbors satisfied and avoid fines.

Stop your blowing litter at the working face.

1-800-889-4601 www.LitterFences.com

METTA
TECHNOLOGIES



"I wanted to write and share with you our experience with the BULL litter fencing we recently purchased from your company.

On December 1, 2004 we experienced wind gusts in excess of 50 mph at the Frederick Co. Landfill. As the pictures illustrate the BULL fencing worked extremely well in helping us capture the majority of waste blow from our working face. The pictures were taken at approximately 10:00 a.m. near the beginning of the wind storm. By the end of the day waste was knee deep at the bottom of the fence sections. Even with the extremely strong winds and fully loaded screens, the fencing showed no signs of instability.

The BULL fencing has definitely been an asset to us in managing our fugitive waste problems at the Frederick Co. Landfill."

Phil Harris, Superintendent Frederick Co.
Dept. of Solid Waste Management.

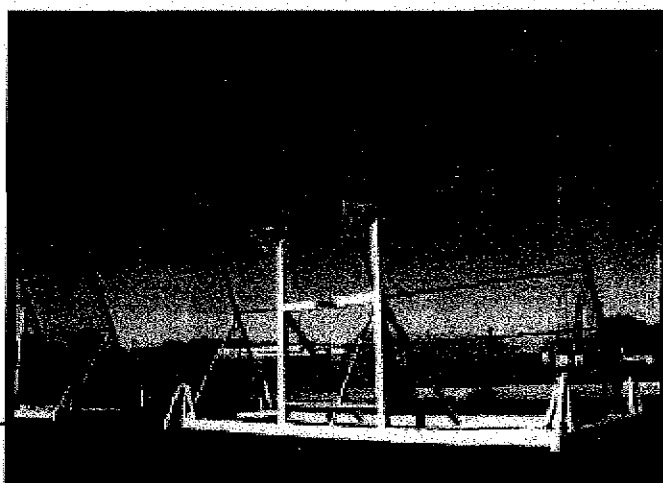
When the BULL stops litter it can't escape!

The BULL's design uses unique side-nets that prevent litter from escaping—regardless of shifting winds. The back net is placed at the optimal angle to drive the litter to the ground, where the steel frame and net on all three sides keep it trapped.

No more bagging litter. When the winds die down just move the BULL aside and push the litter right into the fill.

Other mobile litter fences without side-nets require the ground to be completely flat and level around the working face to keep litter from slipping off the edges and between the units. The BULLs' side-nets eliminate this problem.

This 16ft high model of the BULL has it's hooks set to be used with a Cat D8 dozer with trash rack. To it's left is our 13ft-4in model.



Easy-moving, operators never have to leave their cabs.

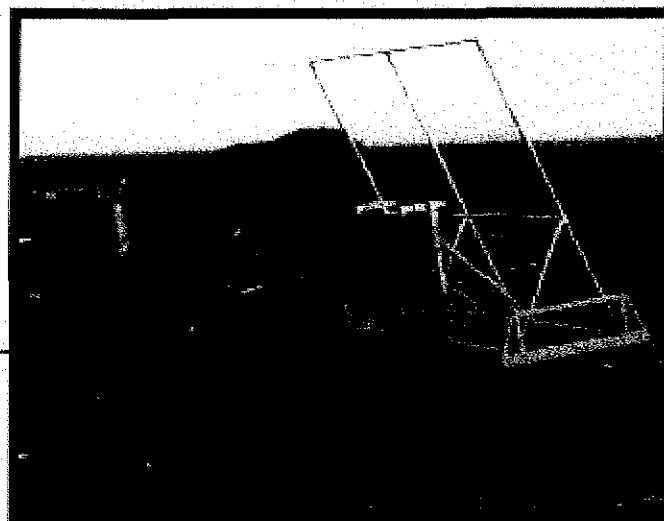
Another BULL exclusive. Anything from a front-end loader bucket to a Cat D9 dozer with a semi-U blade and trash rack can easily move the BULL.

We researched the different types of equipment landfills use to move the BULL and designed the adjustable hook system to accommodate each one. Our adjustable hooks go to a height of over 11ft.

Our hooks can be adjusted to accommodate higher blade heights than any other mobile litter fences.

"What I like about the BULLs is they're so easy to use that the operators move them without having to be told. They're always in the best position to stop blowing litter."

Dennis Rakestraw, Landfill Manager,
City of Walla Walla Landfill, WA.



1-800-889-4601 www.LitterFences.com

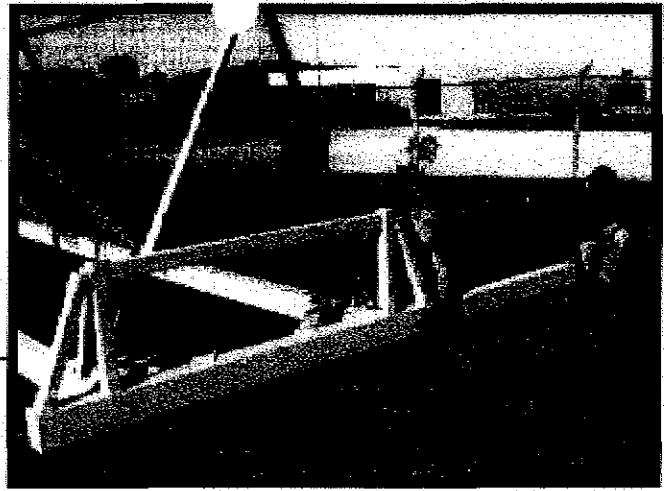
METTA
TECHNOLOGIES

No chance of overturning.

The BULL is designed to be fully stable in winds over 70 mph when full of litter!

A large portion of the weight is on the front of the BULL where it's most effective in resisting overturning in high winds. With the additional outriggers, the BULL is the most stable mobile litter fence available.

The BULL with the outriggers extended has the highest resistance to overturning then any mobile litter fence currently available. Our side guards protect the BULL from accidental damage.



Odor and litter protection combined.

Combine your odor and litter control at the same time by using the BULL for the best solution to both.

We have two landfill sites that have set up 40 BULLs and attached an odor control hose and nozzle system to the top of the BULL nets. Quick disconnects hoses allow for easy repositioning to keep the BULL adjacent to, and downwind of the working face.

This puts the odor control product* in front of the odor and high enough to be most effective. As your fill area gets higher the BULLs can easily keep up and stop both litter and odor from becoming a nuisance.

The odor control product is being directed into the air across from the current working face at the far end of this BULL litter fence run. You can manage the sections where the odor control is emitted and reduce costs.



** Enzymatic Odor Solutions Inc. provided the odor system products; www.abouteosi.com*

WE DESIGNED THE BULL TO BE THE BEST PERFORMING, STRONGEST, AND EASIEST-TO-USE SOLUTION TO STOP BLOWING LITTER THAT YOU CAN BUY.

Give us a call or send an e-mail, get a quote call our references, and compare us with other mobile litter fences.

We think you'll agree the BULL is your best choice and best value.

Call us at 1-800-889-4601 or email us at MetaTech@pax.net for a quote or additional information.

Visit our website at www.LitterFences.com to see our Defender line of litter control fencing.

"We're 100% satisfied. They extend our hours of operation on windy days so we can keep the revenue coming in. The angle of the back net pushes the litter into the frame where our vac truck can easily clean them out. They're very well built."

*Sevena Koegn, Landfill Supervisor,
Ford Co. Landfill, Dodge City, KS*

"I bought three dozer-moveable units from a different company before I knew about the BULL. Now I use the BULLs to catch most of the blowing litter and to hold down the first units I bought when the winds pick up.

I'll be buying more BULLs this year."

*Grady Kent, Landfill Manager,
Big River Landfill, Leland, MS*

1-800-889-4601 www.LitterFences.com

**META
TECHNOLOGIES**

Specifications

- Length: 24ft
Height: 16ft and 13ft-4in
Width: 8ft, 13ft with outriggers extended on the 13ft-4in model and 15ft for the 16ft high model. Intermediate settings are available on the outrigger extensions.
Side-nets: Full height of back net and full width of base
Weight: 13ft-4in high BULL is 2350 lbs.
16ft high BULL is 2460 lbs.
Net choices: Heavy gauge steel mesh back nets—galvanized and vinyl coated
Cable reinforced extruded polymer material with UV protection
Dozer-blade hooks:
Vertical height adjustment: min. 6ft-5in to a max of 11ft-3in
Horizontal hook adjustment: 5 increments from 11in. to 2ft-7in
- * Smooth, heavy walled steel tubing is used to keep the units from freezing to the ground or sinking in soft mud
 - * Each unit is quickly and easily assembled with just a couple of wrenches and a forklift
 - * Rugged steel construction with full welds and a tough enamel finish protect your investment
 - * Net supports are made of thick walled aluminum pipe that resist weathering and provide a strong support
 - * A maximum of 10 can be shipped on one truck, a total of 240 linear feet of litter protection.
 - * Orders on all products are F.O.B. Toledo, Ohio

"There is no comparison to the BULL. This should be standard equipment at all landfills.

Guys come in in the morning, set them for the days wind and the job's done.

Real simple and easy to move, that's why the operators use them and why I plan to buy more."

*Wade Rogers, Landfill Manager,
Brundidge Landfill, Brundidge, AL*

Five Year Guarantee

Metta Technologies, Inc. warrants the BULL and any parts thereof, to be free from defects in materials and workmanship, failure or breakage under normal daily use at a landfill for five years from the date of first purchase when operated and maintained in accordance with instructions. This warranty is extended only to the original retail purchaser. This warranty covers the cost of parts required to restore the product to proper operating condition. Transportation and incidental costs associated with warranty repairs are not reimbursable under this warranty. This warranty does not cover defects resulting from misuse, abuse, negligence, accidents, lack of proper maintenance, improper set up, normal wear, alteration, modification, or tampering. This express warranty is given in lieu of any other warranty either expressed or implied, including warranties of merchantability and fitness for a particular purpose. Metta Technologies, Inc. assumes no responsibility for indirect, incidental or consequential damages. Limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

"The guys love it. It saves so much hand labor. It definitely does the job as advertised. No problems moving it, the BULL is very easy to move, so it's always in the right place to stop blowing litter."

*Dennis Hannon, Landfill Operations Manager,
Taunton Landfill, Taunton, MA*

"I bought two Bulls to try them out. When I first saw them set up and being used, I decided right then to buy 6 more."

B.D. Landfill Manager, Auburn Hills Landfill, MI

Call 1-800-889-4601 or email us at MettaTech@hex.net for a quote or additional information.

Visit our website at www.LitterFences.com to see our Defender line of litter control fencing.

Orders on all products are F.O.B. Toledo, OH

Specifications on all products subject to change without notice

**METTA
TECHNOLOGIES**

Metta Technologies, Inc.
2233 Parkwood Ave.
Toledo, OH 43620
p 419-244-7916
f 419-244-7917



CITY OF
TUCSON

DEPARTMENT OF
PROCUREMENT

June 21, 2006

David T. Hass, President
Metta Technologies Inc
2233 Parkwood Avenue
Toledo OH 43620

RE: CONTRACT TITLE: **PORTABLE LITTER FENCING**
CONTRACT NO.: **053114-01**
AMENDMENT NO: **1**

Dear Mr. Hass:

The referenced contract amendment has been approved and signed under the same terms and conditions as stated therein.

A copy of the amendment is enclosed for your information and files.

Sincerely,

A handwritten signature in cursive script that reads "Ruth Estrada".

Ruth Estrada
Senior Contract Officer

RE/cj

Attachment
c: File

CONTRACT AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR
TUCSON AZ 85726-7210
(520) 791-4400 EXT. 132

CONTRACT NO.: 053114
CONTRACT AMENDMENT NO.: One (1)
PAGE 1 of 1
CAJ
CONTRACT OFFICER: RUTH ESTRADA

THIS CONTRACT IS AMENDED AS FOLLOWS:

PORTABLE LITTER FENCING

The City of Tucson Contract Number 053114-01 is hereby renewed for the period beginning June 7, 2006 and ending June 6, 2007, pursuant to Special Terms and Conditions, paragraph 2.12.

The price of the Bull Litter Control Fence is hereby changed to \$5,175 each, which includes freight.

All other contract terms, conditions and provisions shall remain the same and apply for the extension period.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 21st DAY

OF JUNE, 2006, AT TUCSON, ARIZONA.

David T. Hass 6/15/06
Signature Date

David T. Hass President
Typed Name and Title

METTA TECHNOLOGIES INC
Company Name

2233 PARKWOOD AVENUE
Address

TOLEDO OH 43620
City State Zip

Wayne A. Casper, C.P.M.
As Director of Procurement and not personally
Wayne A. Casper



BLANKET CHANGE ORDER CITY OF TUCSON

255 W. ALAMEDA - PO BOX 27210
TUCSON, AZ 85726-7210

PO Date: 06/07/2005

Change Order Date: 06/20/2006

Vendor ID: 0006558 Phone: (419) 244-7916

METTA TECHNOLOGIES INC
 2233 PARKWOOD AVE
 TOLEDO OH 43620

Blanket Order/Change Order Number
24026 / 1
 ALL PACKING SLIPS, INVOICES, AND
 CORRESPONDENCE MUST REFERENCE THIS NUMBER.
 MAIL ORIGINAL INVOICE TO ADDRESS BELOW

S H I P T O
 City of Tucson
 Environmental Services/Eng & Tech
 Support
 100 N Stone 2nd Fl
 Tucson AZ 85701
 Contact: Susan Palliser 520-791-5414

I N V O I C E
 City of Tucson
 Finance/Accounts Payable
 PO Box 27450
 Tucson AZ 85726-7450
 PHONE: (520) 791-4031

Requisition Number	Solicitation Number	FOB	Delivery Date	Terms
0504443		DESTINATION		2% 21 DAYS
Item	Description	Quantity	Unit Price	Total
1	TO PROVIDE FOR THE ANNUAL REQUIREMENTS OF PORTABLE LITTER FENCING FOR THE TIME PERIOD OF 06-07-2005 THROUGH 06-06-2007 IN THE ESTIMATED ANNUAL AMOUNT OF \$80,000. PER CONTRACT 053114-01 CHANGE ORDER #1: THIS PO IS HEREBY RENEWED FOR ONE YEAR PER CONTRACT 053114-01, AMENDMENT NO. 1 NEW EXTENDED AMOUNT INCLUDING TAX: \$0.00 PREVIOUS PO TOTAL: \$0.00	0. EA	0.00	0.00
				0.00
				NEW PO TOTAL: \$0.00

By accepting this order, vendor agrees to all terms and conditions posted on
www.ci.tucson.az.us/procure/html/terms_and_conditions. Terms and conditions
 are incorporated by reference as though fully set forth herein. Terms and
 conditions are also available by calling (520)791-4217 for a mailed copy.

Ruth Estrada (520) 791-4400 132
 Contract Officer Phone



Notice of Blanket Award

CITY OF TUCSON

255 W. ALAMEDA - PO BOX 27210
TUCSON, AZ 85726-7210

Vendor ID: 0006558 Phone: (419) 244-7916

METTA TECHNOLOGIES, INC
 2233 PARKWOOD AVE
 TOLEDO OH 43620

Blanket Order Number
24026
 ALL PACKING SLIPS, INVOICES, AND
 CORRESPONDENCE MUST REFERENCE THIS NUMBER.
 MAIL ORIGINAL INVOICE TO ADDRESS BELOW

S H I P T O Environmental Services/Eng & Tech
 Support
 100 N Stone 2nd Fl
 Tucson AZ 85701
 Contact: Susan Palliser 520-791-5414

I N V O I C E City of Tucson
 Finance/Accounts Payable
 PO Box 27450
 Tucson AZ 85726-7450
 PHONE: (520) 791-4031

Regquisition Number	Solicitation Number	FOB	Delivery Date	Terms
0504443		DESTINATION		2% 21 DAYS
Item	Description	Quantity	Unit Price	Total
1	To provide for the annual requirements of portable litter fencing for the time period of 06-07-2005 through 06-06-2006 in thh estimated amount of \$80,000. PER CONTRACT 053114-01 OPIS CATALOG: ENVIRONMENTAL SUPPLIES & SERVICES		0.00	
			Subtotal:	
			TOTAL:	\$0.00

By accepting this order, vendor agrees to all terms and conditions posted on www.ci.tucson.az.us/procure/html/terms and conditions. Terms and conditions are incorporated by reference as though fully set forth herein. Terms and conditions are also available by calling (520)791-4217 for a mailed copy.

Ruth Melendez
 Contract Officer

(520) 791-4400 132
 Phone



DEPARTMENT OF PROCUREMENT

IFB FOR: PORTABLE LITTER FENCING

IFB NO: 05314

DUE DATE: MAY 16, 2005

BUYER NAME: RUTH MELENDEZ

Canyon Fence
P.O.B. 7546
Tucson, AZ 87551

Metta Technologies, Inc.
2233 Parkwood Avenue
Toledo, OH 43620

Coastal Petting Systems
2933 16th Street
Bakerfield, CA 93301-3202

Abletech, Inc.
6449 Lintons Way
Ann Arbor, MI 48105

Orta Fence
5949 S. Belvedere Avenue
Tucson, AZ 85706

GRAND TOTAL:

1 NB

2 4,185.00

3 5,750.00

4 6,185.00

5 9,847.50

6

7

CASH DISCOUNT TERMS:

NS

NS

NS

2% 20 DY

DELIVERY:

45 DY

7 DY

15-45 DY

30 DY

**** AWARDED TO: METTA TECHNOLOGIES, INC., The lowest, responsive, responsible bidder meeting specifications ****

CODE KEY: INA = Information Not Available NS = Not Stated NB = No Bid DY = Days WK = Weeks HR = Hours

CITY OF TUCSON INVITATION FOR BID

INVITATION FOR BID NUMBER: 053114
BID DUE DATE: MAY 16, 2005, AT 4:00 P.M. LOCAL AZ TIME

BID SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor West, Tucson, AZ 85701
P.O. Box 27210, Tucson, AZ 85726-7210

MATERIAL OR SERVICE: PORTABLE LITTER FENCING

PRE-BID CONFERENCE DATE: MAY 4, 2005
TIME: 2:00 PM
LOCATION: 255 W. Alameda, 7th Floor East, Tucson, AZ
Attorney Conference Room, City Hall

CONTRACT OFFICER: RUTH MELENDEZ
TELEPHONE NUMBER: (520) 791-4400, Ext. 132
ruth.melendez@tucsonaz.gov

This solicitation and possible future amendments may be obtained from our website at:
www.cityoftucson.org/procure by selecting the "Bid Opportunities" link and the associated solicitation number.

Competitive sealed bids for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor West, Tucson, Arizona 85701, until the time and date cited. Bids received by the correct time and date shall be publicly recorded.

Bids must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact time and date indicated above. Late bids shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Bids must be submitted in a sealed envelope. The invitation for Bid number, bidder's name and address should be clearly indicated on the outside of the envelope. All bids must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

Bidders who wish to submit their bids in person are advised to allow themselves ample time to clear building security at City Hall. A picture ID is required to enter City Hall.

RM:tk

ISSUE DATE: APRIL 25, 2005

THIS BID IS OFFERED BY: Metta Technologies, Inc.
by: David Hass, President.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph (1) of the City of Tucson Standard Terms and Conditions.

PROMPT PAYMENT DISCOUNT:

As stated in the "Instructions to Bidders" paragraph (11) "Discounts," the price(s) quoted herein can be discounted by _____%, if payment is made within _____ days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining bid award.

DELIVERY: Delivery is promised within _____ calendar days after receipt of an order.

SALES TAX PERCENT: _____% (See Instructions to Bidders, Paragraph 12).

For clarification of this offer, contact:

_____	Company Name	Name:	_____
_____	Address	Phone:	_____
_____		Fax:	_____
City	State	Zip	E-mail: _____

Signature of Person Authorized to Sign			

Printed Name			

Title			

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order.

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____, 2005.

Awarded this _____ day of _____, 2005.

As Tucson City Attorney and not personally

Wayne A. Casper, C.P.M.
As Director of Procurement and not personally

INSTRUCTIONS TO BIDDERS

1. **PREPARATION OF BID:**
 - A. All bids shall be on the forms provided in this invitation for Bid (IFB) package. It is permissible to copy these forms if required. Facsimiles, telegraphic bids or mailgrams shall not be considered.
 - B. The Offer and Acceptance page shall be submitted with an original ink signature by the person authorized to sign the bid.
 - C. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the bid.
 - D. In case of error in the extension of prices in the bid, unit price shall govern. No bid shall be altered, amended or withdrawn after the specified bid due time and date, unless in accordance with the Tucson Procurement Code (§2B-17(7)).
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all bidders to examine the entire IFB package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
 - G. The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in the straightforward and concise manner.
 - H. Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
2. **INQUIRIES:** Any question related to an IFB shall be directed to the Contract Officer whose name appears on the notice page. The bidder shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Contract Officer may require any and all questions to be submitted in writing at the Contract Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate IFB number, page, and paragraph number. However, the bidder must not place the IFB number on the outside of an envelope containing questions, because such an envelope may be identified as a sealed bid and may not be opened until after the official bid due time and date. Oral interpretations or clarifications will be without legal effect.
3. **WITHDRAWAL OF BID:** At any time prior to a specified IFB due time and date, a bidder (or designated representative) may withdraw the bid. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.
4. **LATE BIDS:** Late bids shall be rejected and returned to the bidder.
5. **AMENDMENT OF BID:** The bidder shall acknowledge receipt of an IFB amendment by signing and returning the document by the specified due time and date.
6. **VENDOR APPLICATION:** Prior to the award of a contract, the successful bidder shall have a completed vendor application on file with the Department of Procurement.
7. **BID RESULTS:** Bid results are not provided in response to telephone inquiries. A PRELIMINARY bid tabulation will be posted on the Department of Procurement's website, www.cityoftucson.org/procure within 2 business days of the advertised bid opening. The information on the PRELIMINARY tabulation will be posted as it was read and prepared during the bid opening. The City makes no guarantee as to the accuracy of any information on the PRELIMINARY tabulation. A FINAL bid tabulation will be posted on the website after contract award and will remain on the website for 60 days after the posting date.
8. **AWARD OF CONTRACT:**
 - A. Unless the bidder states otherwise, or unless otherwise provided within the IFB, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - B. Notwithstanding any other provision of the IFB, the City reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all bids, or portions thereof; or
 - (3) Reissue an IFB.
 - C. A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the Director of Procurement. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Procurement contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.
9. **PUBLIC RECORD:** All bids submitted in response to this invitation shall become the property of the City and shall become a matter of public record available for review pursuant to the Tucson Procurement Code (Chapter 28).
10. **PAYMENT:** The City shall make every effort to process payment for the purchase of materials or services within twenty-one calendar days after receipt of materials or services and a correct invoice, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Payment terms offered shall be specifically stated in the bid.
11. **DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the bid price in determining the low bid. However, the City shall be entitled to take advantage of any payment discount offered by vendor provided payment is made within the discount period. Unless otherwise specified on the Offer and Acceptance page, a two percent/twenty-one days cash discount will be assumed as allowable and will be considered in determining bid award.
12. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax. All applicable sales tax shall be indicated as a separate item.

SPECIFICATIONS

- 1.0 Background:** The City of Tucson Environmental Services Department manages and operates the Los Reales Landfill in compliance with Federal and State regulations. The control of blowing litter at the working face is necessary during the daily landfill operations. The City is soliciting bids from qualified vendors to provide portable litter fencing.
- 1.1** The successful bidder shall provide a portable litter fence unit that meets the following nominal dimensions:
- | | |
|-----------------|--------------|
| Minimum Height: | 13 feet |
| Minimum Length: | 20 feet |
| Minimum Width: | 8 feet |
| Minimum Weight | 2,700 pounds |
- 1.2** The successful bidder shall provide portable fence materials that is manufactured of rugged steel construction with full welds and tough finish to prevent corrosion, industrial enamel primer and paint coatings, or materials of equivalent quality.
- 1.3** Portable fence including netting shall be constructed of steel and have no plastic components.
- 1.4** The successful bidder shall provide portable fence units with rigid, planar panels that are designed to stop blowing litter.
- 1.5** The successful bidder shall provide portable fence units with adjustable lifting capability for self-hitching to a variety of landfill equipment including a Caterpillar D7 bulldozer and an 836G compactor with no equipment modifications. The portable fence shall be capable of self-releasing from landfill equipment.
- 1.6** The successful bidder shall provide portable fence units that have angled-fence panels to force litter toward the bottom of the unit.
- 1.7** The successful bidder shall provide portable fence units capable of field assembly. Assembly shall require no field fabrication involving cutting, welding, or painting. The successful bidder shall provide technical assistance with assembly.

**CITY OF TUCSON
DEPARTMENT OF PROCUREMENT**

INVITATION FOR BID NO. 053114

PORTABLE LITTER FENCING

AMENDMENT NO. 1

The referenced document has been modified as per the attached Amendment No. 1.

Please sign this Amendment where designated and return the executed copy with the submission of your bid. This amendment is hereby made part of the referenced bid as though fully set forth therein. Any questions regarding this amendment should be addressed to **RUTH MELENDEZ.**

RM/ih

INVITATION FOR BID AMENDMENT

CITY OF TUCSON
DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
ISSUE DATE: MAY 9, 2005

INVITATION FOR BID NO. 053114
IFB AMENDMENT NO. 1
PAGE NO. 2 OF 1
IFB DUE DATE: MAY 16, 2005
RESPONSIBLE CONTRACT OFFICER: RUTH MELENDEZ

A SIGNED COPY OF THIS AMENDMENT MUST BE SUBMITTED WITH YOUR SEALED BID.
THIS INVITATION FOR BID IS AMENDED AS FOLLOWS:

PORTABLE LITTER FENCING

- (1) The proposal due date remains **May 16, 2005**, 4pm local AZ time.
- (2) The following is hereby **added** to SPECIAL TERMS AND CONDITIONS:

2.16 DELIVERY: 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 on the Offer and Acceptance page.
- (3) The following is hereby **changed** in the SPECIFICATIONS, Section 1.1:

Minimum Weight 2,500 pounds or documented equivalency for wind forces
- (4) The following is hereby **added** to the SPECIFICATIONS, Section 1.3:

The steel mesh netting opening shall have a nominal open space of 80%. The netting strand thickness shall be a minimum of 0.06 inches.
- (5) The following is hereby **removed** from the PRICE SHEET, Item No. 1
Description:

MINIMUM OF 2,700 POUNDS WEIGHT

ALL OTHER PROVISIONS OF THE INVITATION FOR BID SHALL REMAIN IN THEIR ENTIRETY.
VENDOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Signature Date

Typed Name and Title

Company Name

Address

City State Zip

MWBE PROVISIONS

THE MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ("MBE/WBE") PROGRAM WAS ADOPTED ON AUGUST 5, 1995, AND AMENDED EFFECTIVE JANUARY 1, 2003 BY THE CITY OF TUCSON'S MAYOR AND COUNCIL. THE MBE/WBE PROGRAM AND POLICIES ARE CODIFIED IN CHAPTER 28, ARTICLE XIV OF THE CITY PROCUREMENT CODE. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS, VENDORS, SUPPLIERS AND OTHERS WHO ARE INTERESTED IN CONTRACTING WITH THE CITY OF TUCSON TO READ AND BECOME FAMILIAR WITH THIS SECTION OF THE CITY CODE. IN ORDER TO RECEIVE THE APPLICABLE PRICE PREFERENCE FOR GOODS, MATERIALS, AND GENERAL SERVICES IN ACCORDANCE WITH ARTICLE XIV OF THE TUCSON PROCUREMENT CODE, ALL CERTIFIED MBE/WBE FIRMS ARE REQUIRED TO SUBMIT A COPY OF THEIR MBE/WBE CERTIFICATE WITH THEIR BID OR PROPOSAL.

- 1. PRICE PREFERENCE FOR GOODS, MATERIALS/SERVICES OFFERED BY A CERTIFIED MBE/WBE:** In accordance with Article XIV of the Tucson Procurement Code, up to a seven percent (7%) price preference will be given to local certified minority and women-owned firms who submit a bid or proposal for goods, materials, and general services and are eligible to receive such preference based on disparity. In determining the lowest responsive and responsible bid or lowest fee proposal, any offer submitted by a local certified MBE/WBE firm shall be evaluated by reducing the price(s) of such offer by up to seven percent (7%) for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000), provided that the MBE/WBE is certified at the time of the bid opening or proposal due date. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the MBE/WBE. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, MBE/WBE FIRMS MUST BE CERTIFIED PRIOR TO THE SUBMITTAL DUE DATE AND PROOF OF CERTIFICATION MUST BE PROVIDED WITH THE BID/PROPOSAL DOCUMENTS.**
- 2. PRICE PREFERENCE FOR JOINT VENTURES INVOLVING CERTIFIED MBE/WBE FIRMS:** In accordance with Article XIV of the Tucson Procurement Code, any qualified joint venture shall receive up to a seven percent (7%) price preference for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) where MBE/WBE participation equals or exceeds thirty-five percent (35%) of the joint venture. The MBE/WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed, and share in the ownership control, management responsibilities, risks and profits of the joint venture. The portion of the MBE/WBE joint venture partner's work shall be set forth in detail separately from the work to be performed by the non-MBE/WBE joint venture partner. The MBE/WBE joint venture partner's portion of the contract must be assigned a commercially reasonable dollar value and use its own employees and equipment. The bidder/offeree shall provide the city access to review all records pertaining to joint venture agreements before and after the award of a contract, to the extent reasonably necessary to assess compliance with this article. **TO BE ELIGIBLE FOR THE PRICE PREFERENCE, THE JOINT VENTURE MUST BE APPROVED PRIOR TO THE BID OPENING AND PROOF OF ECO APPROVAL MUST BE PROVIDED WITH THE BID DOCUMENTS.**

To be considered, the bidder/offeree must so state in writing with their submittal, their intention to perform the contract under a Joint Venture arrangement with a certified local MBE/WBE firm. Contact the Equal Opportunity Office at (520) 791-4593 to apply for approval as an MBE/WBE Joint Venture.

3. DEFINITIONS

Certified MBE or WBE - A local disadvantaged business enterprise (DBE) minority or woman-owned business enterprise which has completed the certification application process for certification and has met the requirements set forth in Title 49, Code of Federal Regulations, Part 26 (49 CFR Part 26) - the United States Department of Transportation Office of Small and Disadvantaged Business Enterprise. All criteria and definitions relative to DBE and/or MBE/WBE certification shall be followed in accordance with 49 CFR Part 26 (and as it may be amended).

Commercially Useful Function - The performance of real and actual services in the discharge of any contractual endeavor. An MWBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Eligible Contract Relative to General Procurement of Goods, Services and Materials - Any contract, unless otherwise precluded by law, for goods, materials, or general services of which the estimated cost exceeds the formal solicitation threshold, but does not exceed two hundred and fifty thousand dollars (\$250,000). Eligible Contracts do not include sole source contracts, petty cash purchases, small purchases, emergency purchases, contracts with nonprofit agencies, contracts for construction or construction services, contracts for professional services, contracts for architectural and engineering services, or contracts for non-competitive purchases, as provided under provisions of the City's Procurement Code.

Joint Venture - An association of two or more persons, partnerships, corporations, business enterprises or any combination of these entities, established to form a single business enterprise, but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The MBE or WBE partner(s) must be responsible for a clearly defined portion of the work performed, which is set forth in detail separately from the work to be performed by the non-MBE/WBE partner, and which is assigned a commercially reasonable dollar value. Furthermore, the MBE/WBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, interest in capital acquired by the Joint Venture and interest in earnings.

Minority Business Enterprise (MBE) - A local disadvantaged MBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more minority persons who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

Woman-owned Business Enterprise (WBE) - A local disadvantaged WBE which is an independent and continuing business for profit, performing a commercially useful function, owned and controlled by one or more non-minority women who possess an interest of 51% or more in the business in accordance with 49 CFR Part 26.

- 4. APPLICABILITY:** The seven percent (7%) price preference is available for contracts between the formal solicitation threshold amount and one hundred fifty thousand dollars (\$150,000) and five percent (5%) is available for contracts exceeding one hundred fifty thousand dollars (\$150,000) and ranging up to two hundred fifty thousand dollars (\$250,000) provided that the MBE/WBE is certified at the time of the bid opening or proposal due date and eligible to receive such preference based on disparity. Bid preference percentages shall only be available to those MBE/WBEs where it is determined that there is significant underutilization.

NOTICE: THE PROCESS OF BECOMING A CERTIFIED MBE/WBE FIRM BY THE EQUAL OPPORTUNITY OFFICE TAKES SEVERAL WEEKS. PLEASE CONTACT THE EQUAL OPPORTUNITY OFFICE AT (520) 791-4593, IF YOU ARE INTERESTED IN MBE/WBE CERTIFICATION.

SPECIAL TERMS AND CONDITIONS

- 2.0 SCOPE:** It is the intention of the City of Tucson to establish an annual requirements contract for the purchase of **Portable Litter Fencing**, to be delivered F.O.B destination to the Los Reales Landfill, 5300 E. Los Reales Road, Tucson, AZ 85706.
- 2.1 PRE-BID CONFERENCE:** Prospective bidders are invited to attend a non-mandatory pre-bid conference. The date, time and location of this conference are indicated on the front page of this Notice of Invitation For Bid. The purpose of this conference will be to clarify the contents of this invitation for bid in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this invitation for bid or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the invitation for bid. Oral statements or instructions shall not constitute an amendment to this invitation for bid.
- *****Questions should be sent to Ruth Melendez preferably by e-mail, at Ruth.Melendez@tucsonaz.gov, or by fax at 520-791-4735.*****
- 2.2 AMENDMENTS:** Amendments may be obtained from the City of Tucson website at: www.ci.tucson.az.us/procure. It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested bidders without internet access may obtain a copy of this solicitation by calling (520) 791-4217, or a copy may be picked up during regular business hours at the Department of Procurement, 255 W. Alameda, 6th Floor West, Tucson, AZ. The City of Tucson takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submission non-responsive.
- 2.3 BID OFFER:** Bids are an irrevocable offer for sixty (60) days after the formal Bid Opening date and time.
- 2.4 DESCRIPTIVE LITERATURE:** All offers must include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
- 2.5 BID REJECTION:** Submission of additional terms, conditions or agreements with the bid document may result in bid rejection.
- 2.6 SUBSTITUTE ITEMS:** The City may award contracts for particular products and/or models of equipment as result of this solicitation. 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 to substitute a new product or model and provide the following:
1. A formal announcement from the manufacturer that the product or model has been discontinued.
 2. Documentation from the manufacturer that names the replacement product or model.
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 4. 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.
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued model.
- 2.7 ESTIMATED QUANTITIES:** The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.

- 2.8 F.O.B.:** Prices shall be F.O.B. destination to the delivery location 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. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.
- 2.9 DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.
- 2.10 CANCELLATION:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract.
- 2.11 AWARD:** The City of Tucson intends to award this solicitation to the lowest, responsive and responsible bid meeting all specifications by grand total to a single vendor. Award will be based on price.

Authorization for purchases under the terms and conditions of this contract shall be made only upon issuance of a purchase order.

- 2.12 RENEWAL:** The term of the contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods or a portion thereof. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The contractor shall agree that price stated in the original contract shall apply unless a percent of increase or decrease is quoted.
- 2.13 PRICE ADJUSTMENT:** The City will review fully documented requests for price adjustment after the contract has been in effect for one (1) year. Any price adjustment will only be made at the time of contract renewal and will be a factor in the review process. The City will determine whether the requested price adjustment or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.
- 2.14 PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.
- 2.15 COOPERATIVE PURCHASING:** Any contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public agencies who have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any resultant contract. Attachment A lists the public agencies who have currently entered into Cooperative Purchasing Agreements with the City of Tucson. However, the parties agree that this list is subject to change.

Any orders placed to or services required by the successful contractor will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

The successful contractor(s) shall provide an electronic copy of the complete contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful contractor may also be requested to provide an electronic copy of the complete contract to a participating agency.

STANDARD TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THIS INVITATION FOR BID AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The bidder shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. §31-1461 et. seq.
 - C. The bidder 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.
 - D. Bidders certify by signing that the product being furnished in this IFB contain no tropical hardwood excluded from consideration of purchase by the City of Tucson. A list of tropical hardwood may be obtained from the City's Department of Procurement. At the request of the City, bidders may be required to provide documentation from their supplier stating to origin of the wood products that they are bidding. Failure to provide this information when requested, will result in the bid being rejected as non-responsive. Vendors knowingly violating the tropical hardwood restriction may be barred from any further contracting with the City of Tucson.
 - E. The bidder submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
2. **GRATUITIES:** The City may, by written notice to the contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this 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 the contractor the amount of the gratuity.
3. **SUBSEQUENT EMPLOYMENT:** The City may cancel this contract without penalty or further obligation pursuant to the A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is or becomes, at anytime while the contract or any extension of the contract is in effect an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Director of Procurement is received by the parties to this contract, unless the notice specifies a later time.
4. **APPLICABLE LAW:** This contract shall be governed by, and the City and contractor shall have all remedies afforded each by the Tucson Procurement Code. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
5. **LEGAL REMEDIES:** All claims and controversies shall be subject to the Tucson Procurement Code (Article IX, Chapter 28).
6. **CONTRACT:** The contract shall be based upon the IFB issued by the City and the offer submitted by the Contractor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
7. **AFFIRMATIVE ACTION:** Contractor agrees to abide by the provisions of the Tucson Code Chapter 28, Article XII Sections 28-137 to 28-144, Affirmative Action by City Consultants. Contractor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the City's goals.

Specifically, the Contractor agrees to submit the following reports to the City's Equal Opportunity Office before contract award:

- i. Part A. Employer Information Report;
- ii. Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;
- iii. Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile

All such reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the City's Director of Procurement that failure to comply with the requirements of this subsection be waived and that the bid be accepted contingent upon receipt of the required reports before a notice to proceed is issued.

8. **CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the City's Director of Procurement and persons duly authorized to enter into contracts on behalf of the Contractor.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall 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 shall forthwith be physically amended to make such insertion or correction.

10. **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.
11. **RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments shall not be withheld from a City payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
12. **INTERPRETATION - PAROLE EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. 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 this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
13. **ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the contractor without prior written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position within 15 days of receipt of written notice by the Contractor.
14. **SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position within 15 days of receipt of written notice by the Contractor.
15. **RIGHTS AND REMEDIES:** No provision in this document or in the bidder's offer shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the 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, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
16. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement in accordance with the Tucson Procurement Code (Article IX, Chapter 28). A protest of an IFB shall be received at the Department of Procurement before the IFB opening date. A protest of a proposed award or of an award shall be filed within ten days after the protester knows or should have known the basis of the protest. A protest shall include:
 - A. The name, address, and telephone number of the protester;
 - B. The signature of the protester or its representative;
 - C. Identification of the IFB or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
17. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
18. **ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the Director of Procurement, the City shall not unreasonably withhold permission.
19. **RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
20. **LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
21. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.
22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials/services must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.

24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Compliance shall conform to the cancellation clause set forth within this document.
26. **INSPECTION:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
27. **PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such buildings, equipment, and vegetation, the Contractor shall replace or repair the damage at no expense to the City as directed by the Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof which may be deducted from the contract price.
28. **FORCE MAJEURE:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing 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 results or effects of such delay prevent the delayed party from performing in accordance with this contract.
29. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in a clean, neat, and workmanlike condition.
30. **ACCEPTANCE:** All material and/or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of the contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Compliance shall conform to the cancellation clause set forth in this document.
31. **WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City, shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.
32. **LIENS:** All materials, services, and other deliverables supplied to the City under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the City. Upon request of the City, the Contractor shall provide a formal release of all liens.
33. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the contract.
34. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
35. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
36. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

37. **PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with noninfringing equipment, or modify it so it becomes noninfringing.
38. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable Federal regulations under the Act.
39. **TAX OFFSET POLICY:** If applicable, in evaluating bids and for purposes of determining the low bidder, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
40. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION :**
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the City may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
May: Indicates something that is not mandatory but permissible.
- For purposes of this contract and Scope of Work, the following definitions shall apply:
- | | |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "City" | The City of Tucson, Arizona, 255 W. Alameda, Tucson, AZ 85701 |
| "Contractor/
Consultant" | The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by the City of Tucson. |
| "Contract" | The legal agreement executed between the City of Tucson, AZ and the Contractor/Consultant. |
| "Contract Representative" | The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract. |
| "Director of Procurement" | The contracting authority for the City of Tucson, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Tucson, AZ. |
41. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving **thirty (30) days** written notice to you. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination.
- The City reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:
- In the opinion of the City, contractor provides personnel that do not meet the requirements of the contract;
 - In the opinion of the City, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
 - In the opinion of the City, contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
 - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
 - In the opinion of the City, contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that contractor will not or cannot perform to the requirements of the contract.
- Each payment obligation of the City created hereby is conditioned upon the availability of City, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the City at the end of the period for which funds are available. The City shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.
42. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

43. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the contract. However, at the City's sole option, or by other means expressly approved by the City, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
44. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the City.
45. **HUMAN RELATIONS:** Contractor agrees to abide by the provisions of the Tucson Code Chapter 28, Article XII Section 28-138, Provision against discrimination required in all city contracts.

PRICE SHEET

**Manufacturer and model number bid must be stated in the space provided.
Failure to indicate the manufacturer and model number will be cause
for rejection of the item(s).**

ITEM NO.	ESTIMATED ANNUAL QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.	10 Each	PORTABLE LITTER FENCE MINIMUM OF 13' H X 20' L X 8' W MINIMUM OF 2,700 POUNDS WEIGHT MFG & MODEL NO. _____	\$ _____	\$ _____
GRAND TOTAL				\$ _____

HAVE YOU SUBMITTED *ALL* AMENDMENTS? CHECK OUR WEBSITE *NOW!*

AMENDMENTS MAY BE DOWNLOADED AT www.cityoftucson.org/procure