1. Town Council Regular Meeting - Packet (Corrected)

Documents:

2019_03_12_CC_RG_PKW.PDF
AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.
Presentation regarding the May 21, 2019 Special Election Ballot Questions. (Frank Marbury, Public Works Director/Town Engineer; Joe Duffy, Finance Director)

6. **CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to approve purchase and outfitting of a new K9 Vehicle. (Chuck Wynn, Police Chief)

b. Consideration and possible action to authorize the Police Department to apply for a Government of Highway Safety (GOHS) grant. (Chuck Wynn, Police Chief)

c. Consideration and possible action to accept the February 12, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)

d. Consideration and possible action to accept the February 26, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. Consideration and possible action to award the construction contract for the Country West Well #1 Improvement Project to R.W. Turner & Sons Pump & Windmill Co. Inc. in the amount of $35,742.24. (Frank Marbury, Public Works Director/Town Engineer)

   **Recommended Action:** Award the construction contract for the Country West Well #1 Improvement Project to R.W. Turner & Sons Pump & Windmill Co. Inc. in the amount of $35,742.24.

8. **EXECUTIVE SESSION**

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

a. An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding a letter filed with the Attorney General with regard to a previous Council action pertaining to Proposition No. 127. (Andrew McGuire, Town Attorney)
9. **ACTION ITEMS RESUMED**

   *After the Executive Session, Council will reconvene the Regular Meeting.*

10. **ADJOURNMENT**

Dated this 7th day of March, 2019.

   By: *Vickie Nipper, Deputy Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at [http://www.chinoaz.net/agendacenter](http://www.chinoaz.net/agendacenter) and in the Public Library and Town Clerk’s Office.

<table>
<thead>
<tr>
<th>CERTIFICATION OF POSTING</th>
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<tbody>
<tr>
<td>The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.</td>
</tr>
<tr>
<td>Date:____________________  Time:____________________  By:__________________________________  Jami C. Lewis, Town Clerk</td>
</tr>
</tbody>
</table>
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AGENDA ITEM TITLE:
Presentation regarding the May 21, 2019 Special Election Ballot Questions. (Frank Marbury, Public Works Director/Town Engineer; Joe Duffy, Finance Director)

SITUATION & ANALYSIS:
Each Council meeting from February 26 through May 14, staff members will give a brief presentation on one of the two Ballot Questions being proposed on the May 21 Special Election ballot. This will be done as part of the Town's informational outreach to the community to provide details of the proposals and contact information of Town officials for people that may have additional questions.

Attachments
No file(s) attached.
AGENDA ITEM TITLE:
Consideration and possible action to approve purchase and outfitting of a new K9 Vehicle. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:
Approve purchase and outfitting of a new K9 Vehicle.

SITUATION AND ANALYSIS:
There have been a lot of mechanical issues with the current K9 vehicle. The backup K9 vehicle is not safe to use. This new K9 vehicle would be used to replace the current K9 vehicle.

The PD has received donations to cover the cost of outfitting the vehicle. Finance set aside $35,000 in capital to purchase the vehicle.

Fiscal Impact

Fiscal Impact?: yes
If Yes, Budget Code: 01-60-5411
Available: 57,691.37

Funding Source:
$35,000 Budgeted in the Police Department Budget
$13,000 from K9 donations
Balance from the PD Special Revenue Fund 16

Attachments

CPA - Peoria Ford - K9 vehicle
CPA - MHQ - K9 vehicle upfitting
THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of March 12, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and PFVT Motors, LLC, a Delaware limited liability company, d/b/a Peoria Ford (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADSPO17-166117, dated March 31, 2017, as amended by Change Order No. 5, dated February 22, 2018, and Change Order No. 9, dated September 25, 2018 (collectively, the “State Contract”), with the Vendor for the purchase of new vehicles. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such vehicles under the State Contract, at its discretion and with the agreement of the awarded Vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with new vehicles, as more particularly set forth in Section 2 below and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the vehicles.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 31, 2020, unless terminated as otherwise provided in this Agreement or the State Contract.

2. **Scope of Work.** Vendor shall provide to the Town one 2020 Ford Interceptor utility vehicle (the “Vehicle”) under the terms and conditions of the State Contract and in the configurations set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.
3. **Inspection; Acceptance.** The Vehicle is subject to final inspection and acceptance by the Town. A Vehicle failing to conform to the requirements of this Agreement and/or the State Contract will be held at the Vendor’s risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of a non-conforming Vehicle, the Town may elect to do either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Vehicle into compliance and withhold the cost of same from any payments due to the Vendor.

4. **Compensation.** The Town shall pay Vendor an amount not to exceed $38,032.79 for the Vehicle at the unit rates set forth in the State Contract and as more particularly set forth in the Quote.

5. **Payments.** The Town shall pay the Vendor upon delivery and acceptance of the Vehicle and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document the Vehicle delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

6. **Records and Audit Rights.** To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Vendor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. **E-verify Requirements.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor’s or its subcontractors’ failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.
8. **Israel.** Vendor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. **Conflict of Interest.** This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. **Applicable Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. **Agreement Subject to Appropriation.** The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town’s termination of this Agreement pursuant to this section.

12. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the State Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the “Unauthorized Conditions”), other than the Town’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. **Rights and Privileges.** To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.
14. **Indemnification; Insurance.** In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance.

15. **Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:  
Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona  86323  
Attn:  Town Manager

With copy to:  
GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona  85004-2553  
Attn:  Andrew J. McGuire

If to Vendor:  
PFVT Motors, LLC, d/b/a Peoria Ford  
9130 West Bell Road  
Peoria, Arizona  85382  
Attn:  Chad Welsh

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY, an Arizona municipal corporation

______________________________
Darryl Croft, Mayor

Attest:

______________________________
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Vendor”

PFVT MOTORS, LLC, a Delaware limited liability company, d/b/a PEORIA FORD

By:____________________________

Name:_________________________

Title:__________________________
EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PFVT MOTORS, LLC,
D/B/A PEORIA FORD

[State Contract]

See following pages.
Vehicles, New Purchases

PFVT MOTORS INC

1. The above mentioned contract is hereby amended as follows:

   a. In accordance with Special Terms and Conditions paragraph 2.6, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 03/31/20.
Vehicles, New Purchases

PFVT MOTORS INC

1. The above mentioned contract is hereby amended as follows:

   a. In accordance with Special Terms and Conditions paragraph 2.6, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 03/31/19.
March 31, 2017

Chad Welsh, Fleet Manager  
PFVT Motors, LLC dba Peoria Ford  
9130 W Bell Road  
Peoria, AZ 85382

Subject: RFP ADSPO17-00006397, Vehicles, New Purchases  
Notice of Solicitation Results (Quote #000043839)

Dear Offeror:

Thank you for submitting a response to Request for Proposal Solicitation No ADSPO17-00006397, Vehicles, New Purchases. I am pleased to inform you that your company’s offer has been selected for award. The initial contract term shall begin on 04/01/2017 and terminate on 03/31/2018.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State’s e-Procurement system, ProcureAZ. Your contract number is ADSPO17-166117. Please reference this number on all quotes given under this contract. Attached you will find the updated Offer and Acceptance with your contract number noted, please sign and return this form to me along with a completed pricing excel document for all 2017 vehicles available for purchase under this contract. We will set up an award meeting to go through the terms of your contract at a later date.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. If you have not already submitted your insurance documents, please submit your certificate of insurance to me no later than 04/07/2017.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company’s contract, please feel free to contact me at Lori.Noyes@azdoa.gov or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

Lori Noyes
Statewide Procurement Manager
Request for Proposal
Solicitation No.
ADSCO17-00006397
Description:
Vehicles, New Purchases

Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Vehicles, New Purchases to the State of Arizona in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

- PFVT Motors, LLC dba Peoria Ford
  Offeror company name
  
- 9130 W Bell Road
  Address
  
- Peoria, AZ 85382
  City | State | ZIP
  
- 20-3759783
  Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

- Chad Welsh
  Printed name and title
  
- Fleet Manager
  Contact name and title
  
- cwoelsh@peoriaford.com
  Email Address
  
- 480-696-5030
  Phone Number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1481 through 1485;
2. 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 provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer, and which was dated below. Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: ADSC017-165117

Lori Noyes, Procurement Officer

The effective date of the Contract is: 3-31-2017

Contract awarded date

PART 3 of the Solicitation Documents
Template version 2.0 (01-FEB-2017)

Available online at: Procure.AZ.gov
1.0 What the State Is Soliciting

The Arizona Department of Administration, State Procurement Office division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more “statewide” contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to provide Vehicles, New Purchases, which in general terms includes services associated with the purchase of new, not previously owned, vehicles. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at: https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What’s in the Solicitation

<table>
<thead>
<tr>
<th>Part 1:</th>
<th>Section 1: Solicitation Summary</th>
<th>ProcureAZ file #1: Open First_17-6937_Summary_Part 1</th>
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<td>Section 2-A: Scope of Work</td>
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<td>Section 2-B: Pricing Document</td>
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<td>Section 2-C: Special Terms and Conditions</td>
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<td>Section 2-D: Uniform Terms and Conditions</td>
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<tr>
<td>Part 3:</td>
<td>Section 3-A: Instructions to Offerors</td>
<td>ProcureAZ file #3: 17-6937_Attachments_Part 3</td>
</tr>
<tr>
<td></td>
<td>Section 3-B: Offer Forms</td>
<td></td>
</tr>
</tbody>
</table>

3.0 How and When Proposals Are Due

Proposals will only be accepted online in the “ProcureAZ” system at https://procure.az.gov until the “Bid Opening Date” indicated in ProcureAZ for the Solicitation No. shown at the top of this page. Proposals must be in the State Procurement Office’s possession online no later than that deadline.

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ.

4.0 Pre-Offer Conference

The State WILL conduct a Pre-Offer Conference for this Solicitation at the time and place indicated in the solicitation’s ‘Pre-Bid Conference’ field as found within the State’s e-Procurement system, ProcureAZ (https://procure.az.gov); attendance is optional. Refer to paragraph 2.7 of the Instructions to Offerors for more information.

5.0 Inquiries

Any question related to this Request for Proposal shall be submitted utilizing the “Q&A” tab within ProcureAZ. The Offeror shall not contact or ask questions of the department for which the requirement is being procured.

End of Section 1
Part 2: Scope, Pricing and Terms and Conditions

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SECTION 2-A: Scope of Work

1.0 Purpose and Background

1.1 **Purpose:** The Arizona Department of Administration; State Procurement Office, (The State) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, full electric) including but not limited to: Sedans, Trucks, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

1.2 **Background:** The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.0 Type of Contract

2.1 The Contract shall be on an “as needed, if needed” basis. There is no guarantee as to the amount of work that may be performed under any resulting Contract.

2.2 This will be a mandatory statewide contract that is available to all Eligible Agencies. The contracted goods or services shall be performed on behalf of the requesting Eligible Agency at the receipt of a fully executed purchase order.

2.3 The contract may be awarded to multiple vendors.

3.0 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer’s published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer’s current year models in production throughout the term of this contract and shall be serviced completely by vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2017 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.3.1 **Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing and all discounts and bid assistances should be passed onto the Eligible Agency.**

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 The Contractor shall supply a quote within three (3) calendar days after receiving request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.
3.5.1 All vehicles are to be billed at prices in effect at the time of order, not the date of shipment

3.5.2 Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Attachment 3-A.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement

3.9.2 Warranty Document

3.9.3 Manufacturers unaltered invoice

3.9.4 The retail price label must be affixed to the window of all vehicles delivered

3.9.5 Delayed warranty / in service start request form (if requested by ordering entity)

3.9.6 Level 1 Inspection if applicable, completed before delivery

3.10 Within ninety (90) calendar days after receipt of a purchase order, Contractor shall provide the Eligible Agency copies of the manufacturer’s vehicle identification numbers (VIN#) to confirm vehicles have been ordered. If confirmation of manufacturer’s VIN #’s is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. The Eligible Agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4.0 Vehicles Provided

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.1.1 “Vehicles" for the purpose of this solicitation shall conform to the definition of all vehicles listed as defined in 49 C.F.R § 523 – Vehicle Classification
4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer’s increase or decrease. Documentation must be submitted to the Contracting Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Contracting Officer.

4.4 The following fuel types are allowable under this contract.

- 4.4.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
- 4.4.2 Diesel
- 4.4.3 Gasoline
- 4.4.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
- 4.4.5 Hybrid-Electric Vehicles (HEV)
- 4.4.6 Plug-in Hybrid Electric Vehicles (PHEV)
- 4.4.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
- 4.4.8 Fuel Cell Vehicles (FCV)

5.0 Warranty

5.1 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date of acceptance.

5.2 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

5.3 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5.4 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the offer being rejected.

5.5 Contractors are encouraged to provide the State additional warranty packages that would exceed the minimum requirements as a separate document. Additional warranty information may be included on Attachment 3-A.

5.6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

6.0 Vehicle Up-fit / Modifications

6.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or one-ton truck may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

6.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor
shall identify any conditions that apply to the up-fit/ modification on a quotation to the Eligible Agency for review before any work commences.

7.0 Minimum Vehicle Requirements: All prices shall include the following equipment:

7.1 All standard factory equipment
7.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request]
7.3 Bluetooth capabilities
7.4 AM/FM/CD radio
7.5 Cruise Control
7.6 Power Door Locks/Power Windows
   7.6.1 Power Mirrors when available
7.7 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
   7.7.1 Type of keys to be provided shall be indicated on quote.
7.8 Air conditioning
   7.8.1 Rear air conditioning on all vehicles, when available
7.9 Cloth seats
7.10 Rear view mirrors including on driver and passenger doors
   7.10.1 FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.

7.11 Spare tire
   7.11.1 Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
   7.9.1.1 If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

7.12 Floor Mats
   7.12.1 O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
   7.12.2 Fixed driver floor mat

7.13 Arizona legal tinted glass

8.0 Specific Requirements for Trucks (when available)

8.1 Anti-slip differential for ¾ and 1 ton, two-wheel drive pickup trucks
8.2 Skid plate package and anti-slip differential for four-wheel drive vehicles
8.3 Front tow hooks
9.0 **Federal Requirements** (The following terms are required for federal funded projects. These terms may be waived for non-federal funded projects. It is the Contractor’s responsibility to verify with the Eligible Agency prior to order placement if purchases are federally funded.)

9.1 **FTA REGULATORY COMPLIANCE:** Specific provisions in the contract include, in part, certain standard terms and conditions required by the Federal Transit Administration (FTA), as set forth in 49 C.F.R. and FTA Circular, dated November 1, 2008, or current circular, as amended, are hereby incorporated by reference. Notwithstanding anything to the contrary in the contract, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Eligible Agencies requests which would cause the State to be in violation of the FTA terms and conditions. The contractor shall comply with the required FTA clauses set forth in this RFP. The contractor’s failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the terms of the contract, shall constitute a material breach of the contract. All forms required as part of this proposal are included in the contract by reference.

9.2 **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 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. The Agreement can be found on the Federal Transit Administration website at [https://www.transit.dot.gov/funding/bpa-resources/blanket-purchase-agreement-program](https://www.transit.dot.gov/funding/bpa-resources/blanket-purchase-agreement-program)
SECTION 2-B: Pricing

1.0 Compensation

1.1 The contract price shall be firm for the contract period.

1.2 Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) entrance tools and a full tank of fuel less delivery fuel per vehicle.

1.2.1 For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows: 1700 W Washington, Phoenix Arizona 85007

1.3 Delivery costs for each county outside of the Phoenix area shall be indicated on Attachment 4. This will be an added cost to the contract price.

1.4 Phase 1 and 2 pricing for vehicles shall be the Contractor’s cost as shown on the manufacturer’s invoice for the vehicle in question, less the manufacturer’s bid assistance available for that model/power-train combination plus dealer margin for the applicable vehicle.

1.4.1 Contractor shall provide a copy of manufacturer’s invoice to the ordering agency. The manufacturer’s invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

1.4.2 Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.

1.4.3 Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.

1.4.4 Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or “on the lot”.

2.0 Pricing

2.1 CONTRACTOR’S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the “Contract Pricing”), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1.1 That price-plus-discount equivalence (“Contractor’s Best Pricing”) is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2 If Contractor’s Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor’s Best Pricing for all sales related to the Contractor made after the date when the Contractor’s Best Pricing was first better than the Contract Pricing.

2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor’s Best Pricing had been applied when it should have been) has been settled.

2.2 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor’s offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor’s Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.
2.3 PRICE INCREASES: The SPO may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

2.3.1 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

2.3.2 All price adjustments will be implemented by a formal contract change order. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.3.3 All requests will be submitted within the same excel file as initial pricing is submitted with offer and titled with effective date, i.e. "Contract Pricing effective (mm/yyyy)".

2.4 PRICE REDUCTIONS: Price reductions shall by immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5 ADDITIONAL CHARGES: Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract. All additional work shall be approved by Arizona State Parks in advance and be in accordance with the contract rate.

2.6 TRAVEL: Contractor shall get written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in State’s Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Agency shall reject any claim for travel reimbursement without prior written approval.

2.7 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

2.8 PUBLICITY: Contractor shall submit to the Contracting Officer for written approval for all advertising and publicity matters relating to this Contract. It is within the Contracting Officer’s sole discretion whether to provide approval, which approval must be in writing.

2.9 SALES PROMOTIONS: Contractor may conduct sales promotions involving specific products or groups specified herein for specified time periods. Approval shall be in the form of a contract amendment. Pricing shall be available to all Eligible Agencies through the dates specified in the request. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

3.0 Funding
No particular funding considerations apart from what is listed in the Uniform Terms and Conditions [Availability of Funds] have been identified as of the Solicitation date.
4.0 Invoicing

4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.

4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

<table>
<thead>
<tr>
<th>Item</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill-to name and address</td>
<td>●</td>
</tr>
<tr>
<td>Contractor name and contact information</td>
<td>●</td>
</tr>
<tr>
<td>Remit-to address</td>
<td>●</td>
</tr>
<tr>
<td>State contract number (Master Blanket Purchase Order Number)</td>
<td>●</td>
</tr>
<tr>
<td>Order number (typically the ProcureAZ MBPO# : Release#)</td>
<td>●</td>
</tr>
<tr>
<td>Invoice number and date</td>
<td>●</td>
</tr>
<tr>
<td>Date the items shipped or services performed</td>
<td>●</td>
</tr>
<tr>
<td>Applicable payment terms</td>
<td>●</td>
</tr>
<tr>
<td>Contract item description</td>
<td>●</td>
</tr>
<tr>
<td>Quantity delivered or performed</td>
<td>●</td>
</tr>
<tr>
<td>Unit of measure</td>
<td>●</td>
</tr>
<tr>
<td>Item list price</td>
<td>●</td>
</tr>
<tr>
<td>Extended pricing</td>
<td>●</td>
</tr>
<tr>
<td>Discount off list or catalog</td>
<td>●</td>
</tr>
<tr>
<td>Taxes (as a separate invoice line item)</td>
<td>●</td>
</tr>
<tr>
<td>Upcharge shipping/freight, etc. (as a separate invoice line item)</td>
<td>●</td>
</tr>
<tr>
<td>Total invoice amount due</td>
<td>●</td>
</tr>
</tbody>
</table>

4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:

4.3.1 Materials or Services that have not been authorized on an acknowledged Order;

4.3.2 expediting, overtime, premiums, or upcharges absent State’s express prior approval;

4.3.3 or Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.

4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties’ representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.

4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the Eligible Agency or Co-Op Buyer using the form provided or required by the Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor’s authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.6.1 The Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it
determines an invoice to be materially defective.

4.6.2 Invoices will be deemed automatically rejected upon delivery if they:

4.6.2.1 are sent to an incorrect address;
4.6.2.2 do not reference the correct State contract number; or
4.6.2.3 are payable to any Person other than the Contractor.

4.6.3 The Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5.0 Payments

5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in the Special Terms and Conditions.

5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor’s requested payment is owed.

5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.

5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

https://gao.az.gov/afis/vendor-information

End of Section 2-B
SECTION 2-C: Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1 Acceptance</td>
<td>“Acceptance” means the document headed “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.</td>
</tr>
<tr>
<td>1.2 Accepted Offer</td>
<td>If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer. If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.</td>
</tr>
<tr>
<td>1.5 Attachment</td>
<td>“Attachment” means any item that: 1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO); 2. was attached to an Offer when submitted; and 3. was included in the Accepted Offer.</td>
</tr>
<tr>
<td>1.6 Pricing Document</td>
<td>“Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.</td>
</tr>
<tr>
<td>1.7 Contract Amendment</td>
<td>“Contract Amendment” means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term “Change Order” in ProcureAZ is to be construed as being synonymous with “Contract Amendment”.</td>
</tr>
<tr>
<td>1.8 Contract Terms and Conditions</td>
<td>“Contract Terms and Conditions” means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.</td>
</tr>
<tr>
<td>1.9 Contractor</td>
<td>“Contractor” means the Person identified on the Accepted Offer who has entered into the Contract with State.</td>
</tr>
<tr>
<td>1.10 Contractor Indemnitor</td>
<td>“Contractor Indemnitor” means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.</td>
</tr>
<tr>
<td>1.11 Co-Op Buyer</td>
<td>“Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).</td>
</tr>
</tbody>
</table>
NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.

1.12 Eligible Agency
If the Special Terms and Conditions indicates that the Contract is a “single-agency” contract, then “Eligible Agency” means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a “statewide” contract, then “Eligible Agency” means any State of Arizona department, agency, university, commission, or board.

1.13 Indemnified Basic Claims
“Indemnified Basic Claims” means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.

1.14 Instructions to Offerors
“Instructions to Offerors” is Section 3-a of Part 3 of the Solicitation Documents.

1.15 Order
“Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an “Order”:

1.15.1 “Release” or “Release Purchase Order” in ProcureAZ;
1.15.2 “task order,” “service order,” or “job order” when a Release Purchase Order for Services has already been committed in ProcureAZ; or
1.15.3 “purchase order” for buying by Co-Op Buyers, if co-op buying applies.

1.16 ProcureAZ
“ProcureAZ” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System. NOTE (1): Technical Bulletin No. 020 is available online at: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

NOTE (2): The URL for ProcureAZ itself is: https://procure.az.gov/

1.17 State
With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each of Eligible Agency or Co-Op Buyer who has issued the Order.

1.18 State Indemnitees
“State Indemnitees” means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.19 Subcontractor
“Subcontractor” has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is “… a person who contracts to perform work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit … “. The Contract is to be construed as “a contract with a state governmental unit” for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a subcontract exists then or subsequently.

1.20 Work
“Work” means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor’s obligations and duties under the Contract in conformance with the Contract and applicable laws.
2.0 Contract Interpretation

2.1 Usage

Where the Contract:

2.1.1 assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to “Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractors’ respective agents, representatives, and employees” in every instance unless the context plainly requires that it be a reference only to Contractor as apart from Subcontractors;

2.1.2 uses the permissive “may” with respect to a party’s actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

2.1.3 uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.

2.1.4 uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written “must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes” in every instance;

2.1.5 uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6 uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.1 CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

2.2.2 Contract Amendments;

2.2.2.1 the Solicitation Documents, in the order:

2.2.2.2 Special Terms and Conditions;

2.2.2.3 Exhibits to the Special Terms and Conditions;

2.2.2.4 Uniform Terms and Conditions;

2.2.2.5 Scope of Work;

2.2.2.6 Exhibits to the Scope of Work;
2.2.2.7 Pricing Document; 
2.2.2.8 Specifications; and 
2.2.2.9 any other documents referenced or included in the Solicitation; 
2.2.2.10 Orders, in reverse chronological order; and 
2.2.2.11 Accepted Offer.

2.2.3 ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the 
Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) 
and was subsequently made into an Exhibit, or its content was incorporated into one of 
the other Contract documents, then that Attachment no longer exists contractually as 
an “Attachment” since it has at that point been made into some other Contract 
document. In every other case, an Attachment and the Offeror data therein remain part 
of the Accepted Offer for purposes of precedence and contractual effect.

2.3 Independent 
Contractor 
Contractor is an independent contractor and shall act in an independent capacity in performance 
under the Contract. Neither party is or is to be construed as being to be the employee or agent of 
the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to 
be so.

2.4 Complete 
Integration 
The Contract, including any documents incorporated into the Contract by reference, is intended 
by the parties as a final and complete expression of their agreement. There are no prior, 
contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3.0 Contract Administration and Operation

3.1 Term of Contract 
The term of the Contract will commence on the date indicated on the Acceptance and continue 
for one (1) year unless canceled, terminated, or permissibly extended.

3.2 Contract 
Extensions 
State may at its discretion extend the initial Contract term in increments of one or more months 
and do so one or more times, provided that, the maximum aggregate term of the Contract 
including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3 Notices and 
Correspondence 
3.3.1 TO CONTRACTOR. State shall:
(a) address all Contract correspondence other than formal notices to the email address 
indicated as “Default for Type” for “General Mailing Address” in Contractor’s 
corresponding ProcureAZ Vendor Profile; and 
(b) address any required notices to Contractor to the “Contact Name and Title” at the 
“Mailing Address” indicated on the Accepted Offer, as that address might have been 
amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall:
(a) address all Contract correspondence other than format notices to the email address 
indicated in “Contact Instructions” in the ProcureAZ Summary for State; and 
(b) address any required notices to State to Procurement Officer identified as 
“Purchaser” in the ProcureAZ Summary at the following mailing address:

- Arizona Department of Administration 
- State Procurement Office 
- 100 N 15th Ave., Suite 201 
- Phoenix, AZ 85007

3.3.3 CHANGES. State may change the designated Procurement Officer, update contact 
information, or change the applicable mailing address by Contract Amendment.

3.4 Signing of Contract 
Amendments 
Contractor’s counter-signature – or “approval” in ProcureAZ, in the case of a Change Order – is 
not required to give effect if the Contract Amendment only covers either:
3.4.1 extension of the term of the Contract within the maximum aggregate term; 
3.4.2 revision to Procurement Officer appointment or contact information; or
3.4.3 Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in (1), (2), and (3) above, both parties’ signature – or “approval” in ProcureAZ, in the case of a Change Order – are required to give it effect.

3.5 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

3.6.1 RETAIN RECORDS. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2 RIGHT TO AUDIT. The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State’s demand, the choice of which being at State’s discretion. For the purpose of this paragraph, “reasonable times” are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.8 Inspection and Testing

By A.R.S. § 41-2547, State may at reasonable times inspect the part of Contractor’s or Subcontractors’ plant or places of business related to performance under the Contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.9 Ownership of Intellectual Property

3.9.1 RIGHTS IN WORK PRODUCT. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor’s administrative communications and records relating to the Contract, are considered work product and Contractor’s property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

(a) “Government Purpose Rights” are:
i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;  
ii. the right to release or disclose that work product to third parties for any State government purpose; and  
iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

(b) “Government Purpose Rights” do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

3.9.2 JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.3 PRE-EXISTING MATERIAL. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

(a) any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;  
(b) any elements of derivative work of such pre-existing material that was not created pursuant to the Contract are not part of that work product; and  
(c) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor’s or its affiliates’ ownership of such pre-existing materials.

3.9.4 DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the Contract does not preclude Contractor from developing competing materials outside the Contract, irrespective of any similarity to materials delivered or to be delivered to State hereunder.

3.10 Subcontracts

3.10.1 INITIAL LIST. At the time of Contract execution, Contractor’s candidate Subcontractors were identified in Attachment 3-C to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer’s advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.10.2 ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer’s written consent with any prospective Subcontractor that (a) was not listed on Attachment 3-C at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.10.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into
Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.11 Offshore Performance of Certain Work Prohibited

Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.

3.12 Orders

3.12.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer’s signature on the Acceptance is Contractor’s authorization to perform and therefore no Order is required: (a) the Contract is identified as being a “single-agency/single-project” contract and (b) the Contract was created in ProcureAZ as something other than a “Master/Blanket” type.

3.12.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.


The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a “statewide” contract hereunder.

3.13.1 The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a “delivery order” sub-type of ID/IQ contract to the extent the Work is Materials, and a “task order” sub-type to the extent the Work is Services.

3.13.2 Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials or providing Services to the ordering entity under a resultant Contract. The current list of Co-Op Buyers is available on the State Procurement Office website: https://spo.az.gov/procurement-services/cooperative-procurement

3.13.3 Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and...
other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.13.4 Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/contractor-resources

3.13.4.1 This administrative fee doesn’t not apply to the purchase of Vehicles, Cab and Chassis or Bulk Fuel.

3.13.5 Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources

3.13.5.1 A report shall be submitted every quarter for the life of any resultant contract. Instructions are provided on the SPO website for usage reports being submitted with zero sales to report.

3.13.6 Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) “approving” the Order electronically in ProcureAZ, which will indicate Contractor’s unqualified acceptance of the Order as-issued; or (b) “rejecting” the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.

3.13.7 Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer’s instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State’s part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor’s obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor’s refusal to do so would be a material breach of the Contract.
3.14 Multiple-Use Provisions

Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a “Release Purchase Order” in ProcureAZ. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

3.14.1 By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.

3.14.2 By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

3.14.3 As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

3.14.4 As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.14.5 When evaluating the proposals under (3) and (4) above, State may select based on price (for example, a quoted number of hours times the contracted or improved rate plus a fixed amount for incidentals), by experience and qualifications (for example, having an office nearer the required work location), or whatever combination thereof it determines is most appropriate to the work in question.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State’s employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor’s work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State’s or other vendors’ performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.

3.16 Work on State Premises

3.16.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State’s rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State’s grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State’s property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 22.5 [Right of Offset].

3.17 Dealership,

3.17.1 The Contractor may submit, at any time during the contract period, new dealerships,
Participating Services and Delivery Locations

participating services and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically.

4.0 Costs and Payments

4.1 Payments

4.1.1 PAYMENT DEADLINE. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2 PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2 Applicable Taxes

4.2.1 CONTRACTOR TO PAY ALL TAXES. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor’s responsibility (as seller) to remit. Contractor’s failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2 TAX INDEMNITY. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers’ compensation insurance.

5.0 Contract Changes

5.1 Contract Amendments

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract’s general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.

5.2 Assignment and Delegation

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer’s prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor’s proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer’s written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair
6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Contractor Insurance

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage 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.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

   Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage

   | General Aggregate | $2,000,000 |
   | Products – Completed Operations Aggregate | $1,000,000 |
   | Personal and Advertising Injury | $1,000,000 |
   | Blanket Contractual Liability – Written and Oral | $1,000,000 |
   | Fire Legal Liability | $50,000 |
   | Each Occurrence | $1,000,000 |

   a. The policy shall be endorsed to include the following additional insured language:

   "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

   b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Business Automobile Liability**

   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

   Combined Single Limit (CSL) | $1,000,000 |

   a. The policy shall be endorsed to include the following additional insured language:

   "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed"
by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory Employers’ Liability

| Each Accident | $500,000 |
| Disease – Each Employee | $500,000 |
| Disease – Policy Limit | $1,000,000 |

- Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

| Each Claim | $2,000,000 |
| Annual Aggregate | $4,000,000 |

- In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative’s Name & Address) and shall be sent by certified mail, return receipt requested.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA’S RISK MANAGEMENT DIVISION.

SUBCONTRACTORS: Contractors’ certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

6.3 Basic Indemnification

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemniteses from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor’s failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees’ own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.3.2 below applies instead.

6.3.2 PUBLIC AGENCY. Each party (as ‘indemnitor’) agrees to indemnify, defend, and hold harmless the other party (as ‘indemnitee’) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitnor, its officers, officials, agents,
6.3.3 If Contractor is not a public agency, this paragraph does not apply and subparagraph above applies instead.

6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnities against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys’ fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.5 Force Majeure

6.5.1 DEFINITION. For this paragraph, “force majeure” means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party’s fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party’s default unrelated to the occurrence, in which case and to that extent the
7.0 Warranties

7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State’s acceptance.

7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State’s authorized representatives upon request.

7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor’s duties hereunder absent a consented delegation under paragraph 19.3 [Assignment and Delegation] that expressly recognizes the event.

7.6 Lobbying

7.6.1 PROHIBITION.

Contractor warrants that:

i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor’s use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and

ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(d) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(e) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.6.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State’s benefit or on State’s behalf.

7.7 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
### 8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

### 9.0 Contract Termination

No modifications to uniform terms and conditions section

### 10.0 Contract Claims

**10.1 Claim Resolution**

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

**10.2 Mandatory Arbitration**

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

### 11.0 General Provisions for Services

**11.1 Applicability**

Article 12 applies to the extent the Work is or includes Services.

**11.2 Comprehensive Services Offering**

Contractor shall provide the comprehensive range of services for which a price is established in the Pricing Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.

**11.3 Additional Services**

State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor’s request or proposal in response to State’s request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

**11.4 Off-Contract Services**

Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, “off-contract service” refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded service” refers to any service expressly excluded from the scope of the Contract.

**11.5 Removal of Personnel**

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

**11.6 Accuracy of Work**

Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
11.7 Requirements at Services Location

Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.8 Services Acceptance

State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State’s rejection.

11.9 Corrective Action Required

Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

11.9.1 Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

11.9.2 State may demand to review and approve Contractor’s analysis and plans, and Contractor shall make any corrections State instructs and adopt State’s recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.

11.9.3 Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

End of Section 2-B
### Section 2-D: Uniform Terms and Conditions

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#### 2.0 Contract Interpretation

| 2.1 Arizona Law         | The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7. |
| 2.2 Implied Terms       | Each provision of law and any terms required by law to be in this Contract are a part of this... |
2.3 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;
2.3.2. Uniform Terms and Conditions;
2.3.3. Statement or Scope of Work;
2.3.4. Specifications;
2.3.5. Attachments;
2.3.6. Exhibits;
2.3.7. Documents referenced or included in the Solicitation.

2.4 Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence

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

2.7 No Waiver

Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 Contract Administration and Operation

3.1 Records

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other

Available online at: Procure.AZ.gov
3.6 Advertising, Publishing and Promotion of Contract

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or ‘overhead’ services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 Costs and Payments

4.1 Payments

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

<table>
<thead>
<tr>
<th>4.4</th>
<th>Availability of Funds for the Next State fiscal year</th>
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</thead>
<tbody>
<tr>
<td>Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.</td>
<td></td>
</tr>
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| 4.5 | Availability of Funds for the current State fiscal year |
| Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions: |
| 4.5.1 | Accept a decrease in price offered by the contractor; |
| 4.5.2 | Cancel the Contract; or |
| 4.5.3 | Cancel the contract and re-solicit the requirements |

5.0 **Contract Changes**

| 5.1 | Amendments |
| This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. |

| 5.2 | Subcontracts |
| The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract. |

| 5.3 | Assignment and Delegation |
| The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval. |

6.0 **Risk and Liability**

| 6.1 | Risk of Loss |
| The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt. |

| 6.2 | Indemnification |
| 6.2.1 | Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. |

| 6.2.2 | Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively
6.3 Indemnification – Patent and Copyright

The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention acts; or 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.

6.4.2 Force Majeure shall not include the following occurrences:

- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 Warranties

7.1 Liens

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
### 7.3 Fitness

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

### 7.4 Inspection/Testing

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

### 7.5 Compliance with Laws

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

### 7.6 Survival of Rights and Obligations after Contract Expiration or Termination

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### 8.0 State's Contractual Remedies

#### 8.1 Right to Assurance

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

#### 8.2 Stop Work Order

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

#### 8.3 Non-exclusive Remedies

The rights and the remedies of the State under this Contract are not exclusive.

#### 8.4 Nonconforming Tender

Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

#### 8.5 Right of Offset

The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
9.0 Contract Termination

9.1 Cancellation for Conflict of Interests
Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities
The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment
The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience
The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default
9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination
The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims
### 10.1 Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

### 11.0 Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

### 12.0 Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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### End of Section 2-D

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### End of Part 2
PART 3 of the Solicitation Documents
Template version 2.0 (01-FEB-2017)

Available online at: Procure.AZ.gov
Section 3-A: Instructions to Offerors

1.0 Definition of Terms

As used in these Instructions to Offerors, the terms listed below are defined as follows:

1.1 Arizona Procurement Code; A.R.S.; A.A.C.


NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.

The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:
https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations

The Arizona State Legislature provides the official A.R.S. online at:
http://www.azleg.gov/ArizonaRevisedStatutes.asp

The Office of the Arizona Secretary of State provides the official A.A.C. online at:
http://www.azsos.gov/rules/arizona-administrative-code

1.2 Clarifications

“Clarifications” means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.

1.3 Contract

“Contract” is defined in paragraph 1.2 of the Uniform Terms and Conditions.

1.4 Contract Amendment

“Contract Amendment” is defined in paragraph 1.3 of the Uniform Terms and Conditions.

1.5 Contract Terms and Conditions

Contract Terms and Conditions” is defined in paragraph 1.8 of the Special Terms and Conditions.

1.6 Contractor

“Contractor” is defined in paragraph 1.4 of the Uniform Terms and Conditions.

1.7 Evaluation

“Evaluation” means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.

1.8 Negotiation

“Negotiation” means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.

1.9 Not Susceptible for Award

“Not Susceptible for Award” means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.
1.10 **Offer:**

**Initial Offer;**

**Revised Offer;**

**Best and Final Offer (BAFO)**

“Initial Offer” means, per A.A.C. R2-7-101(33), Offeror’s proposal submitted to State in response to the Solicitation, as initially submitted.

“Revised Offer” means any revised versions of the Initial Offer that Offeror has submitted to State at State’s request as permitted under A.A.C. R2-7-C314 and R2-7-C315.

“Best and Final Offer” (“BAFO”) means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror’s most favorable terms for price, service, and products to be delivered.

Reference to “an Offer,” “the Offer,” or “your Offer” means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.

1.11 **Offeror**

“Offeror” is the Person submitting an Offer; instructions addressed to “you” and references to “your” items are to be construed as being synonymous with “Offeror” and “Offeror’s” throughout these Instructions to Offerors.

1.12 **Pricing Document**

“Pricing Document” is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.13 **ProcureAZ**

“ProcureAZ” is defined in paragraph 1.16 of the Special Terms and Conditions.

1.14 **Procurement Officer**

“Procurement Officer” means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in ProcureAZ.

1.15 **Solicitation**

“Solicitation” means this procurement solicitation, which State is issuing as either:

1. an invitation for bids (“IFB”) under A.R.S. § 41-2533;

2. a request for proposals (“RFP”) under A.R.S. § 41-2534;

3. a request for quotations (“RFQ”) under A.R.S. § 41-2535; or

4. a request for qualifications under A.R.S. §41-2558.

Refer to the Solicitation Summary for which of the foregoing is this Solicitation.

1.16 **Solicitation Amendment**

“Solicitation Amendment” means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.

1.17 **Solicitation Summary**

“Solicitation Summary” means Section 1 of the Solicitation Documents.

1.18 **State**

“State” is defined in paragraph 1.11 of the Uniform Terms and Conditions.

1.19 **Subcontract**

“Subcontract” is defined in paragraph 1.13 of the Uniform Terms and Conditions.

1.20 **Subcontractor**

“Subcontractor” is defined in paragraph 1.19 of the Uniform Terms and Conditions.

2.0 **Solicitation Inquiries**

2.1 **Duty to Examine**

Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine your Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing an Offer will not be grounds for modifying or withdrawing it after the due date and time.
2.2 State Contact Person

Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the ProcureAZ Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.

2.3 Submission of Inquiries

Submit all inquiries related to the Solicitation in ProcureAZ; the Procurement Officer will not respond to inquiries received in any other manner.

1. Submit technical inquiries about submitting proposals in ProcureAZ to the ProcureAZ Help Desk:
   - by phone at (602) 542-7600, option 1; or
   - by email to procure@azdoa.gov.

2. Submit all other inquiries about the Solicitation using the online form under the “Q&A” tab for the Solicitation in ProcureAZ. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about submitting proposals, State is not responsible for responding to any inquiries submitted less than 3 (three) business days before the offer due date and time.

2.4 Timeliness

Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

2.5 Verbal or Email Responses

An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6 Solicitation Amendments

Only a Solicitation Amendment issued in ProcureAZ can change the Solicitation.

2.7 Pre-Offer Conference

A Pre-Offer Conference will be held at the time and place indicated in the solicitation’s ‘Pre-Bid Conference’ field as found within the State’s e-Procurement system, ProcureAZ (https://procure.az.gov); attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

3.0 Offer Preparation

3.1 Online Documents

The Solicitation Documents are only provided online in ProcureAZ; State will not provide any printed copies or other formats.

3.2 Electronic Submissions

When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.
3.3 Deviations in Offer

When submitting an Offer, flag clearly any deviations from the Specifications or other Solicitation technical requirements documents. Any un-flagged deviation will be deemed void upon submission.

NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in paragraph 3.5.

3.4 Evidence of Intent

Every one of your Offers must contain Attachment 1 [Offer and Acceptance Form] with a signature by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by that Offer and the terms of the Solicitation, and your representation that the information you have provided in that Offer is true and accurate.

3.5 Exceptions to Solicitation Documents

If you are submitting an Offer conditioned on exceptions to the Solicitation Documents, indicate “NO” on Attachment 5-B [Conformance Statement] and also indicate that exceptions are being taken under the “Terms & Conditions” tab for the Solicitation in ProcurAZ. Any exceptions taken elsewhere in an Offer or any of your preprinted or standard terms will be void in that Offer and without force or effect in any resulting contract.

3.6 Insurance and Bonds

Provide the evidence of insurance availability, evidence of insurance in place, evidence of bonding capacity, bonds in hand, or other security that are called for in Attachment 5-C [Insurance and Bonding Evidence].

If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.2 of the Special Terms and Conditions [Contractor Insurance Requirements] on the grounds that it is confidential information, then you must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A [Designation of Confidential Information].

Unless Procurement Officer has determined that your evidence documentation, or some or all your insurance program, is confidential information under paragraph 4.7, refusing after contract award to provide the complete, un-redacted copies of policies as called for in that exhibit will be a material breach of the Contract.

3.7 Identification of Taxes in Offer

State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as described in the Contract Terms and Conditions.

3.8 Excise Tax

State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence to the extent exemption applies to the Work.

3.9 Waste Tire Fee

As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed $1.00 for each new tire contained on or in new vehicles for any GVW.

3.10 Tax Identification

You must provide to State your federal employer identification number or social security number for the purposes of reporting monies paid under the Contract to appropriate taxing authorities. The submission is mandatory under 26 U.S.C. § 6041A. If the identifier provided is a social security number, State shall only use it for tax reporting purposes and only share it with appropriate government officials.

3.11 Disclosure

If you are submitting an Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement
activity is currently pending, then you must provide with that Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider the Offer despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

3.12 Federal Immigration Laws

By signing an Offer, you will be deemed to have represented that both you and all your proposed subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Evaluation, which you must provide promptly. Not providing the evidence will be grounds for Procurement Officer to determine that the Offer is Not Susceptible for Award.

3.13 Cost of Offer Preparation

State will not reimburse to you or any of your prospective subcontractors, suppliers, or consultants any costs associated with responding to the Solicitation.

3.14 Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4.0 Submission of Offer

4.1 Required Offer Content

Submit all of the Initial Offer content called for in Section 3-B: Offer Forms (Attachments). To be Responsive, each Revised Offer or a Best and Final Offer must contain all of the Attachments indicated in the applicable Procurement Officer request for Revised Offer or request for Best and Final Offer. If Procurement Officer does not request that a Revised Offer or Best and Final Offer include revision of an Attachment from its initial or previously-revised form, as applicable, then (1) Offeror shall not submit any revision of that Attachment with the Revised Offer or a Best and Final Offer, and Procurement Officer will disregard any such unrequested revision and (2) that Attachment be valid in its initial or previously-revised form, as applicable, for the duration of the Revised Offer or Best and Final Offer validity period.

4.2 Attachment Forms

If an Attachment indicates that a “Form” is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment. No other form or format will be accepted, and your Offer can be determined to be Not Susceptible for Award if you submit an unofficial form.

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states “See Attachment X Supplement (#1 of 2),” etc., and the additional document is clearly marked as “Attachment X Supplement (#1 of 2),” etc.

NOTE (1): Each Form has a blank space to list your Attachment Supplements.

NOTE (2): You must upload each such “additional” document as an individual file and name the file to match the document title.
NOTE (3): Attachment Forms cannot be filled-in directly in ProcureAZ; they must be downloaded, edited, and then uploaded (referred to as “attachments” in ProcureAZ) as part of each Offer.

NOTE (4): Do not include non-specific marketing materials in an Offer. If something is not specifically called for, then including it will not be helpful during Evaluation, and might in fact be grounds for down-grading if it does not address your experience and capacity to carry out the work for this Solicitation.

4.3 Pricing

If there are specific “Items” (line items) for the Solicitation in ProcureAZ, then submit pricing for the Offer directly in ProcureAZ for each such Item.

If a Pricing Document has been provided as an Attachment Form, then submit pricing for the Offer in the indicated blanks in that Attachment.

If no specific pricing input or form has been provided with the Solicitation, then submit pricing for the Offer in the form and format specified in Attachment 4 [Pricing Document]. If nothing is specified or if no Attachment 4 in included in the Solicitation documents, then submit pricing for the Offer in a form and format of your choosing that coherently and comprehensively presents the pricing being offered.

4.4 Submission

Submit each Offer online in ProcureAZ at https://procure.az.gov before the “Bid Opening Date” indicated for the “Solicitation No.” at the top of these Instructions to Offerors. State will not consider a proposal submitted by any other method other than ProcureAZ, and it will be deemed void upon submission. By A.A.C. R2-7-C307, State will not consider later offers. State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ. If your proposal is not submitted correctly, completely, and in conformance to these Instructions herein, then Procurement Officer may determine it Not Susceptible for Award.

NOTE: Using ProcureAZ requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation general matters in ProcureAZ carefully, since the ProcureAZ Help Desk cannot do any of the required actions for you.

4.5 Solicitation Amendments

Acknowledge each Solicitation Amendment in ProcureAZ. By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for an Offer to be Responsive. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments – if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine the Offer to be Not Responsive if you have not acknowledged it.

4.6 Amending or Withdrawing

You cannot amend or withdraw a submitted proposal after the offer due date and time unless expressly permitted under applicable law.

4.7 Confidential Information

If you believe that a portion of your Offer (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must:

1. indicate on Attachment 5-A [Designation of Confidential Information] that your proposal contains such claimed confidential information; and
2. designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term “confidential.”

Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317 – Attachment 5-A must be accompanied by a detailed explanation as to why each item or category of items in
the proposal should be designated confidential information.

Procurement Officer shall review your claim of confidentiality and provide a written determination; until a written determination has been made, Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination.

NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.

### 4.8 Public Record

Once submitted and opened by Procurement Officer, your Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in ProcureAZ after the resulting contracts have been awarded, except for any portions that were determined to be confidential information.

Procurement Officer shall make the names of Persons who submitted offers available in ProcureAZ promptly after the opening date.

### 4.9 Offeror Certification

By signing the Offer and Acceptance Form (or other official contract form specified by Procurement Officer), you will be deemed to have certified that:

1. you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer; and
2. you do not discriminate against any employee or applicant for employment or person to whom you provide services because of race, color, religion, sex, national origin, or disability, and that you comply with an applicable federal, state, and local laws and executive orders regarding employment.

### 5.0 Responsibility; Responsiveness and Acceptability

#### 5.1 Responsibility

In accordance with A.R.S. 41-2534(G), A.A.C. R27-C312 and R2-7-C316, the State shall consider the following in determining Offeror’s responsibility, as well, as the responsiveness and acceptability of their proposals. The State will consider, but is not limited to, the following in determining an Offeror’s responsibility as well as susceptibility to Contract Award:

1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
2. Whether the Offeror’s record of performance includes factual evidence of failure to satisfy the terms of the Offeror’s agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
3. Whether the Offeror is legally qualified to contract with the State and the Offeror’s financial, business, personnel, or other resources, including subcontractors;
4. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
5. Whether the Offeror promptly supplied all requested information concerning its responsibility;
6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;

7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;

8. Whether the Offer limits the rights of the State;

9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;

10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,

11. Whether the Offeror provides misleading or inaccurate information.

5.2 Responsiveness and Acceptability

Proposals that do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components may not be considered responsive and/or acceptable. Necessary components include an indication of the Offeror’s intent to be bound, price proposal, solicitation amendments, bond and reference data as required.

Proposal Content. The Offeror shall make a firm commitment to provide services as required and proposed.

- The material contained in the Offer shall be relevant to the service requirements stated in the solicitation.
- It is to be submitted in a sequence that reflects the scope of work section of this document.
- It is to include information relevant to the designated evaluation criteria.
- Failure to include the requested information may have a negative impact on the evaluation of the Offeror’s proposal.

5.3 Eligibility for Evaluation and Negotiation

If Procurement Officer determines an offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiation or make Evaluation of its offer. If, however, Procurement Officer determines that an offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make Evaluation of it and include the offeror in the immediate round of Negotiation (if there is any Negotiation).

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation. For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are “susceptible for award” with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.
6.0 Evaluation of Offers

6.1 Offer Validity Period
By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.

6.2 Clarifications
Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.

6.3 Oral Presentations
The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

6.4 Cost or Pricing Data
Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:

1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and
3. determination that the data is not defective under A.A.C. R2-7-705.

6.5 Evaluation Criteria
In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

6.5.1 Cost; (OFFEROR’S COST PROPOSAL, as provided in Offeror’s response to Attachment 4.)

6.5.2 Capacity of Offeror, Experience: (OFFEROR’S EXPERIENCE AND CAPACITY, as demonstrated in Offeror’s response to Attachment 2-A, taken together with Offeror’s responses to Attachment 2-B and any other aspect of the Offer that Procurement Officer determines is appropriate)

6.5.3 Methodology: (OFFEROR’S PROPOSED APPROACH, as set out in Offeror’s response to Attachment 3-A, taken together with Offeror’s responses to Attachments 3-B, 3-C, 3-D, 5-B, and 5 C, and any other aspect of the Offer that Procurement Officer determines is appropriate)

6.6 Negotiations
In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award. Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.
6.7 Financial Stability
You must be able to substantiate your financial stability to State’s satisfaction as a precondition of any contract award. Procurement Officer may demand documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

6.8 Consideration of Exceptions
Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.

6.9 Consideration of Deviations
Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.

6.10 Consideration of Prompt Payment Discount
Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.

6.11 Consideration of Taxes
Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.

6.12 Consideration of Cost
Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State’s intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.

Contract award will be made after careful evaluation and will be based primarily on the Contractor’s ability to provide the lowest total price on selected vehicles.

6.13 Unit Price Prevails
In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.

6.14 Waiver and Rejection
Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

7.0 Award of Contract

7.1 Best Advantage to State
Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror whose offer is determined to be most advantageous to the State based on the stated evaluation criteria.

7.2 Number of Types of Awards
State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.

7.3 Contract Inception
Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer’s signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State’s acceptance of your Offer.
7.4 Contract Document Consolidation

State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract’s operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.

8.0 Solicitation or Award Protests

Any protest must comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests must be in writing and be filed with both Procurement Officer and the State Procurement Administrator. Protest of the Solicitation must be received before the offer due date and time. Protest of a proposed award or of an award must be received within 10 (ten) days after Procurement Officer makes the procurement file available for public inspection. In either case, the protest must include:

1. the name, address, email address and telephone number of the interested party;
2. signature of the interested party or its representative;
3. identification of the purchasing agency and the solicitation or contract number;
4. a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
5. the form of relief being requested.

9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have.

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 201
Phoenix, Arizona, 85007

End of Section 3-A
Section 3-B: Offer Forms (Attachments)

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---
Section 3-B: Offer Forms (Attachments)
Attachment 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Vehicles, New Purchases to the State of Arizona in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

x
PFVT Motors, LLC

x
9130 W. Bell Rd

x
Peoria, AZ 85382

x
20-3759783

William McDowell
Initials

x
William McDowell - Fleet Director

x
Chad Welsh - Fleet Manager

cwelsh@peoriaford.com
480-699-5930
CERTIFICATION: By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41–1461 through 1465;

2. 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 provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;

3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and

4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer, and which was dated below. Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

<table>
<thead>
<tr>
<th>State's Contract No. is:</th>
<th>The effective date of the Contract is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori Noyes</td>
<td>04/03/2017</td>
</tr>
<tr>
<td>Lori Noyes, Procurement Officer</td>
<td>Contract awarded date</td>
</tr>
</tbody>
</table>
Attachment 2-A
Experience and Capacity Questionnaire

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

Question 1: Describe the Offeror's experience and involvement in the industry described in this solicitation.

Offeror Response:
PFVT Motors, LLC has been in the fleet vehicle sales business for 4 years with a combined management and sales experience of over 15 years. Peoria Ford currently holds two vehicle contracts with the State of Arizona as well as several county and local city contracts.

Question 2: Disclose involvement in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding provision of similar services.

Offeror Response:
None

Question 3: Describe in detail Offeror's ability and capacity to perform under this statewide contract. The description shall at a minimum describe:

- Details on Offeror's ability and capacity to administer and manage multiple individual accounts
- Details on Offeror's inventory and transportation logistic ability to satisfy statewide delivery needs of multiple agencies.
- Any minimum order requirements.
- Any bulk volume discounts requirements.

Offeror Response:
PFVT Motors, LLC has 12 dedicated fleet outside and inside sales representatives, as well as a dedicated delivery crew, and hundreds of fleet and retail vehicles in stock on any given day. PFVT Motors, LLC would not require any minimum order quantities for agencies wishing purchase factory ordered or of the lot vehicles. No bulk discounts would be passed on by PFVT Motors, LLC at this time.

Question 4: Include any additional information that demonstrates the experience and capacity of the Offeror and the proposed key employees for the performance of any resultant contract.

Offeror Response:
As stated above PFVT Motors, LLC is currently maintaining and executing two state vehicle contracts.

Question 5: Eligible Agencies may need to purchase vehicles with FTA funds. Indicate the Offeror's ability to comply with all of the current FTA regulations in regards to vehicle purchases.

PART 3 of the Solicitation Documents
Template version 2.0 (01-FEB-2017)
SECTION 3-B: Offer Forms, Attachment 2-A

Available online at: Procure.AZ.gov
Offeror Response:
PFVT Motors, LLC currently has agencies that have utilized FTA funds to purchase vehicles under existing state contracts.
EXPERIENCE AND REFERENCES:

The State intends to conduct reference checks for all accounts provided by Offerors. The State may, at its sole discretion, contact additional clients not presented as references. Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related.

All assignments shall be for assignments received and completed within the last five (5) years.

<table>
<thead>
<tr>
<th></th>
<th>Client Company/Address</th>
<th>Contact</th>
<th>Begin Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>City of Phoenix 2441 S 22nd Ave Phoenix</td>
<td>Lane Moulton</td>
<td>06/2014</td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td>Phone Number</td>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>602-262-4625</td>
<td><a href="mailto:lane.moulton@phoenix.gov">lane.moulton@phoenix.gov</a></td>
<td></td>
<td></td>
</tr>
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Materials/goods/equipment provided similar to those described in Solicitation

Sale of new vehicles

Services performed similar to those described in Solicitation

Sale of new vehicles

<table>
<thead>
<tr>
<th></th>
<th>Client Company/Address</th>
<th>Contact</th>
<th>Begin Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>City of Peoria 8850 N 79th Ave Peoria</td>
<td>Charlie Johnson</td>
<td>05/2012</td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td>Phone Number</td>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>623-773-7495</td>
<td><a href="mailto:charles.johnson@peoriaaz.gov">charles.johnson@peoriaaz.gov</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Materials/goods/equipment provided similar to those described in Solicitation

Sale of new vehicles

Services performed similar to those described in Solicitation

Sale of new vehicles

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td>3</td>
<td>City of Mesa 20 E Main St Set 400 Mesa</td>
<td>Chris Jack</td>
<td>05/2012</td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td>Phone Number</td>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>480-644-4468</td>
<td><a href="mailto:chris.jack@mesaaz.gov">chris.jack@mesaaz.gov</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Materials/goods/equipment provided similar to those described in Solicitation

Template version 2.0 (01-FEB-2017)

PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 2-A

Available online at: Procure.AZ.gov
Sale of new vehicles

Services performed similar to those described in Solicitation

Sale of new vehicles

<table>
<thead>
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<td>Phone Number</td>
<td>Email Address</td>
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<td>x</td>
<td></td>
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</table>

Materials/goods/equipment provided similar to those described in Solicitation

Services performed similar to those described in Solicitation

<table>
<thead>
<tr>
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<th>Contact</th>
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<th>End Date</th>
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<td>Phone Number</td>
<td>Email Address</td>
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<td>x</td>
<td>x</td>
<td></td>
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</table>

Materials/goods/equipment provided similar to those described in Solicitation

Services performed similar to those described in Solicitation

<table>
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<th></th>
<th>Client Company/Address</th>
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<td></td>
<td>Phone Number</td>
<td>Email Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>x</td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Materials/goods/equipment provided similar to those described in Solicitation
End of Attachment 2-A
# ORGANIZATION PROFILE

<table>
<thead>
<tr>
<th>Offeror Name</th>
<th>PFVT Motors, LLC</th>
<th>Year established</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal address</td>
<td>9130 W. Bell Rd Peoria, AZ 85382</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(street, city, state)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entity type:</td>
<td>Limited Liability Corporation</td>
<td>Structure:</td>
<td>x</td>
</tr>
<tr>
<td>Branch or Division:</td>
<td>x</td>
<td>Parent:</td>
<td>Berkshire Hathaway Automotive Group</td>
</tr>
</tbody>
</table>

- Years of experience providing goods similar in type and quantity as required by this Solicitation: 7 years
- Years of experience performing services similar in size and scope as required by this Solicitation: 4 years
- Years the organization has conducted business in Arizona: 7 years

## Contract Representatives to Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Telephone Number</th>
<th>E-Mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chad Welsh</td>
<td>Fleet Manager</td>
<td>480-696-5930</td>
<td><a href="mailto:cwelsh@peoriaford.com">cwelsh@peoriaford.com</a></td>
</tr>
<tr>
<td>William McDowell</td>
<td>Fleet Director</td>
<td>480-428-4645</td>
<td><a href="mailto:wmcaldowell@vtaig.com">wmcaldowell@vtaig.com</a></td>
</tr>
<tr>
<td>Jason Moser</td>
<td>Asst Fleet Director</td>
<td>623-9803522</td>
<td><a href="mailto:jmoser@vtaig.com">jmoser@vtaig.com</a></td>
</tr>
</tbody>
</table>

## Licenses/Certifications

<table>
<thead>
<tr>
<th>Description</th>
<th>Issuer</th>
<th>Number</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

## Financial Information (attach financial statements with income/balance sheets as Supplements)

<table>
<thead>
<tr>
<th>Rating/Issuer</th>
<th>Score/Rank</th>
<th>Date</th>
</tr>
</thead>
<tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 2-B
Attachment 3-A

Method Proposal (Method of Approach)

OFFER MAY BE DETERMINED AS NON-RESPONSIVE IF ALL QUESTIONS ARE NOT ANSWERED FULLY.

Question 1: Please provide a narrative response that describes your organization's overall method of approach for providing the required products as stated in this solicitation. The response shall at a minimum:

- Clearly state your understanding of the Scope of Work and all requirements.
- Provide a description of an inter-organizational governance structure and communication process that will support a successful business relationship.
- Provide a description of how your organization tracks problem resolution responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.

Offeror Response:

PFVT Motors, LLC is currently maintaining and executing two state vehicle contracts. PFVT Motors, LLC has a 9 acre stand along fleet facility staffed nearly 365 days a year. The fleet director works closely with upper management and ownership on a daily basis to organize and manage a sales staff or 12. Under the fleet director is a assistance fleet director as well several government sales professionals. PFVT Motors, LLC fleet department holds weekly sales meetings to discuss customer satisfaction combined with a state of the art customer retention program developed specifically for PFVT Motors, LLC fleet department.

Question 2: Describe the process for communication with the State regarding contract administration, including but not limited to, product changes, price changes and updated vendor information and general communications.

Offeror Response:

PFVT Motors, LLC will provide the State of Arizona the most up to date product information and pricing when made available by Ford Motor Company.

Question 3: Offeror shall give a narrative to the products available as well as list any availability for services if needed and state what those services are. Pricing for proposed services shall be listed within the excel file titled, “State Pricing Document”.

Offeror Response:

PFVT Motors, LLC is able to provide sales of new and used Ford vehicles, as well as parts and service for the provided vehicles.

Question 4: The Offeror shall explain their minimum warranties that are included for all their products and services. If needed, additional documents may be uploaded as attachments titled “Additional Warranty Information”

Offeror Response:

See attached vehicles specifications for Ford Motor Company factory model standard warranty coverages.

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PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms, Attachment 3-A

Available online at: Procure.AZ.gov
Question 5: The Offeror shall indicate if a website is available to check order status as outlined in paragraph 3.6 of the Scope of Work.

Offeror Response:
www.fleet.ford.com

End of Attachment 3-A
# Attachment 3-B
## Key Personnel Proposal

The State requires one main point of conduct for any resultant contract with at least one back up personnel who understands the Scope of the contract. Answer all questions thoroughly in the spaces provided. Attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form.

<table>
<thead>
<tr>
<th>1</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>Chad Welsh</td>
<td><strong>How long with company?</strong></td>
<td>4 years</td>
</tr>
<tr>
<td><strong>Current position in company:</strong></td>
<td>Fleet Manager</td>
<td><strong>How long in position?</strong></td>
<td>4 years</td>
</tr>
<tr>
<td><strong>Position for the Services:</strong></td>
<td>Fleet Sales</td>
<td><strong>How much of time will be dedicated to the Services?</strong></td>
<td>100%</td>
</tr>
<tr>
<td><strong>What primary functions will be assigned?</strong></td>
<td>Direct service and maintenance of state contracts</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Describe person's experience in performing services like those that are to be assigned:</strong></td>
<td>Chad has executed similar vehicle contracts since 2008.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>List person's jobrelated training and education:</strong></td>
<td>Bachelors Degree in business rom Western Illinois University</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Resume:</strong></td>
<td>filename</td>
<td></td>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
<td>William McDowell</td>
<td><strong>How long with company?</strong></td>
<td>4 years</td>
</tr>
<tr>
<td><strong>Current position in company:</strong></td>
<td>Fleet Director</td>
<td><strong>How long in position?</strong></td>
<td>4 years</td>
</tr>
<tr>
<td><strong>Position for the Services:</strong></td>
<td>Fleet Director</td>
<td><strong>How much of time will be dedicated to the Services?</strong></td>
<td>100%</td>
</tr>
<tr>
<td><strong>What primary functions will be assigned?</strong></td>
<td>Direct management of the PFVT Motors, LLC fleet sales staff and related workers.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Describe person's experience in performing services like those that are to be assigned:</strong></td>
<td>William has been in fleet vehicle sales and management since 2000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>List person's jobrelated training and education:</strong></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Resume:</strong></td>
<td>filename</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>Jason Moser</td>
<td>How long with company?</td>
<td>4 years</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Current position in company:</td>
<td>Assistant Fleet Director</td>
<td>How long in position?</td>
<td>3 years</td>
</tr>
<tr>
<td>Position for the Services:</td>
<td>Assistant Fleet Director</td>
<td>How much of time will be dedicated to the Services?</td>
<td>100%</td>
</tr>
<tr>
<td>What primary functions will be assigned?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Describe person's experience in performing services like those that are to be assigned:</td>
<td>To assist the fleet director with all of his daily activities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>List person's jobrelated training and education:</td>
<td>Jason has been in the fleet vehicle sales and management since 2000.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resume:</td>
<td>filename</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>x</th>
<th>How long with company?</th>
<th>x years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current position in company:</td>
<td>x</td>
<td>How long in position?</td>
<td>x years</td>
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<tr>
<td>Position for the Services:</td>
<td>x</td>
<td>How much of time will be dedicated to the Services?</td>
<td>x %</td>
</tr>
<tr>
<td>What primary functions will be assigned?</td>
<td>x</td>
<td></td>
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<tr>
<td>Describe person's experience in performing services like those that are to be assigned:</td>
<td>x</td>
<td></td>
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</tr>
<tr>
<td>List person's jobrelated training and education:</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resume:</td>
<td>filename</td>
<td></td>
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</tbody>
</table>

End of Attachment 3-B
Attachment 3-C
Proposed Subcontractors

Check "NO" if you WILL NOT subcontract any portion of the Work and will therefore be carrying out all of the Work with your own personnel.

☒ NO, the Offeror will not subcontract any portion of the Work.

If you WILL subcontract any portion of the Work, check "YES" below and list name of persons or companies you propose to use as subcontractors.

1. Fill in the information for every significant subcontractor – indicate the type of work the subcontractor will perform under the Contract, and their approximate percentage of the total Contract work.
2. Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
3. Provide description of quality assurance methods and quality control measures that you will use to ensure that Subcontractor work meets the Contract requirements.
4. State may demand additional information about proposed subcontractors as a precondition of award.

YES, the Offeror will use the Subcontractors listed below:

<table>
<thead>
<tr>
<th>Name and contact information</th>
<th>Small Business</th>
<th>Work to be performed</th>
<th>%</th>
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</thead>
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</table>

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Attachment 3-D
Federal Requirements

BUY AMERICA

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS

Certificate of Compliance with 49 U.S.C. 5323(j)(1)
The bidder or Offeror hereby certifies that it shall meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Signature: W-7 Maul Date: 3/23/17
Printed Name: William McDowell
Company: PEVT Motors, LLC
Title: Fleet Director

Certificate of Non-Compliance with 49 US.C. 5323(j)(1)
The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Signature: __________________________ Date: __________________________
Printed Name: __________________________
Company: __________________________
Title: __________________________

CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)
The bidder or Offeror hereby certifies that it shall comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Signature: W-7 Maul Date: 3/23/17
Printed Name: William McDowell
Company: PEVT Motors, LLC
Title: Fleet Director

Certificate of Non-Compliance with 49 US.C. 5323(j)(2)(C)
The bidder or Offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Signature: __________________________ Date: __________________________
Printed Name: __________________________
Company: __________________________
Title: __________________________

PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 3-D

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CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, [Name of Contractor], certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

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PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 3-D
GOVERNMENT DEBARMENT & SUSPENSION,
49CFR PART 29
Executive Order 12549

(1) The Offeror and/or any of its Principals
   (a) Are [ ] not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or its recipients;
   (b) Have [ ] not ☒ within a three year period preceding this offer, have been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining or, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statues relating to the submission of offers; or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; and
   (c) Are [ ] not ☒ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision 1 (a) (b) if this provision.

"Principals" for the purpose of this certification, means Offerors; Owners; Partners; and, Persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false fictitious or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

(2) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) A Certification that any of the items in paragraph (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsive.

(4) Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature: ____________________________ Date: 3/20/17
Printed Name: William McNewell
Company: FEV Motos, LLC
Title: Fleet Director

PART 3 of the Solicitation Documents
Template version 2.0 (01-FEB-2017)
SECTION 3-B: Offer Forms, Attachment 3-D

Available online at: Procure.AZ.gov
Attachment 3-E
Boycott of Israel Disclosure

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01. This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.

5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

6. "Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

X My company **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

**PFUT MOTORS, LLC**

**Signature of Person Authorized to Sign**

**Address**

**Printed Name**

PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 3-E

Available online at: Procure.AZ.gov
### Attachment 4

**State Pricing Document**

**Pricing** (submitted through ProcureAZ): Pricing shall be submitted by the Offeror in the form of an uploaded Price List (i.e. excel spreadsheet), in ProcureAZ in accordance to the Special Instructions to Offerors.

Offeror shall indicate cost within the provided excel document titled, "State Pricing Document", and upload the completed file as an attachment with their offer in ProcureAZ.

**Statewide Capacity:** The Offeror shall indicate their ability to accommodate a statewide contract. Offeror’s can find a map of listed counties in Exhibit A. Indicate service availability along with applicable delivery/transportation fees below: (If service is available and there is no charge, place a zero (0) under cost)

<table>
<thead>
<tr>
<th>Cost</th>
<th>Y/N</th>
<th>Y/N</th>
<th>Y/N</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apache:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cochise:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coconino:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gila:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graham:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cost:
- Greenlee: $150
- La Paz: $150
- Maricopa: $150
- Mohave: $150
- Navajo: $150

Pima: $150
Pinal: $150
Santa Cruz: $150
Yavapai:

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**PART 3 of the Solicitation Documents**

**SECTION 3-B: Offer Forms, Attachment 4**
Attachment 5-A
Confidential Information Designation

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (copy attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of “trade secret” will be the same as that set out in A.A.C. R2-7-101(52).

Complete this form return it with your Offer along with the appropriate supporting information to assist State in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

STATE WILL NOT CONSIDER ANY MATERIAL IN YOUR OFFER "CONFIDENTIAL" UNLESS DESIGNATED ON THIS FORM.

Check one of the following — if neither is checked, State will assume that as equivalent to "DOES NOT":

X This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

O This response DOES contain trade secret information because it contains information that:
1. Is a formula, pattern, compilation, program, device, method, technique or process, AND
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND
3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State may make its own determination on materials in accordance with A.A.C. R2-7-103.

If State agrees with Offeror’s designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold State, its agents and employees, harmless from any claims or causes of action relating to State’s withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by State in defending such an action.

PFVT Motors, LLC
Offeror Company Name

[Signature]
Signature of Authorized Person

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PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 5-A

Available online at: Procure.AZ.gov
Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
2. The designated information is not confidential; or
3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

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PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 5-A

Template version 2.0 (01-FEB-2017)
Attachment 5-B
Conformance Statements

STATE WILL NOT CONSIDER ANY EXCEPTIONS UNLESS DESIGNATED ON THIS FORM.

READ PARAGRAPH 6.7 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADEING YOUR OFFER IN EVALUATION.

CONFORMANCE TO THE INSTRUCTIONS:
(PART 1 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

X YES – Offeror acknowledges that it has read and understands the Solicitation Summary in Section 1-A of the Solicitation Documents and the Instructions to Offerors in Section 1-B of the Solicitation Documents and the and attests that its Offer complies with both.

NO – Offeror acknowledges that it has read and understands the Solicitation Summary in Section 1-A of the Solicitation Documents and the Instructions to Offerors in Section 1-B of the Solicitation Documents, and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 1.

CONFORMANCE TO THE TECHNICAL DOCUMENTS:
(PART 2 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

X YES – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both.

NO – Offeror acknowledges that it has read and understands the Scope Document and the Pricing Document in Part 2 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 2.

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:
(PART 3 OF THE SOLICITATION)

Check one of the following – if neither is checked, State will assume that as equivalent to “YES”:

X YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices, in Part 3 of the Solicitation Documents and attests that its Offer complies with both.

PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 5-B

Available online at: Procure.AZ.gov

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NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions, along with their respective Exhibits and Appendices in Part 3 of the Solicitation Documents and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment 5-B Supplement 3.
ATTACHMENT 5-B Supplement No. 1:
Exceptions to Instructions

<table>
<thead>
<tr>
<th>Article / Paragraph or Exhibit Reference</th>
<th>Proposed Changes / Alternate Language</th>
<th>Rationale for Proposed Change</th>
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<td>Section 1-A: Solicitation Details</td>
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PFVT Motors, LLC

Company Name

Signature of Person Authorized to Sign

PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 5-B

Available online at: Procure.AZ.gov
ATTACHMENT 5-B Supplement No. 2:
Exceptions to Scope of Work and Pricing

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<tr>
<th>Article / Paragraph or Exhibit Reference</th>
<th>Proposed Changes / Alternate Language</th>
<th>Rationale for Proposed Change</th>
</tr>
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PFVT Motors, LLC

Company Name

Signature of Person Authorized to Sign

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PART 3 of the Solicitation Documents
SECTION 3-B: Offer Forms, Attachment 5-B

Available online at: Procure.AZ.gov
# ATTACHMENT 5-B Supplement No. 3:
## Exceptions to Contract Terms & Conditions

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<th>Rationale for Proposed Change</th>
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<th>Proposed Changes / Alternate Language</th>
<th>Rationale for Proposed Change</th>
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<td><strong>Section 3-B: Uniform Terms &amp; Conditions</strong></td>
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</table>

**PFVT Motors, LLC**

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B
Attachment 5-C
Insurance and Bonding Evidence

Please provide a copy of your current insurance certificate that meets or exceeds the requirements set forth in Special Terms and Conditions.

End of Attachment 5-C
# Attachment 5-D

## Offer Checklist

*STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT SUBMIT ALL ATTACHMENTS.*

<table>
<thead>
<tr>
<th>DOCUMENT</th>
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<tbody>
<tr>
<td>Attachment 1: Offer and Acceptance Form</td>
<td>YES no</td>
</tr>
<tr>
<td>Attachment 2-A: Experience and Capacity Questionnaire</td>
<td>YES no</td>
</tr>
<tr>
<td>Attachment 2-B: Organization Profile</td>
<td>YES no</td>
</tr>
<tr>
<td>Attachment 3-A: Method Proposal</td>
<td>YES no</td>
</tr>
<tr>
<td>Attachment 3-B: Key Personnel Proposal</td>
<td>YES no</td>
</tr>
<tr>
<td>Attachment 3-C: Proposed Subcontractors</td>
<td>YES no</td>
</tr>
<tr>
<td>Attachment 3-D: Performance Guarantee</td>
<td>YES no</td>
</tr>
<tr>
<td>Attachment 3-E: Israel Boycott Disclosure</td>
<td>YES no</td>
</tr>
<tr>
<td>Attachment 4: Pricing Sheet</td>
<td>YES no</td>
</tr>
<tr>
<td>State Pricing Document (excel file)</td>
<td>YES no</td>
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<tr>
<td>Attachment 5-A: Confidential Information Designation</td>
<td>YES no</td>
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<td>Attachment 5-B: Conformance Statements</td>
<td>YES no</td>
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<tr>
<td>Attachment 5-C: Insurance Certificate</td>
<td>YES no</td>
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<tr>
<td>Attachment 5-D: Offer Checklist</td>
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**End of Attachment 5-D**

Template version 2.0 (01-FEB-2017)

PART 3 of the Solicitation Documents

SECTION 3-B: Offer Forms, Attachment 5-D

Available online at: Procure.AZ.gov
Section 3-C: Exhibits

Exhibit A

Service Counties

Offeror shall indicate on Attachment 4 their ability to provide services for each of the counties indicated on the map below.
Exhibit B
Usage Reports / Admin Fees

**Estimated Spend:** The State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated and completed on any awarded contract.

**Usage Report:** This file can be found at: https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

---

**Example of Quarterly Usage Report:**

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<th>Purchase Order No.</th>
<th>Sales Receipts</th>
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<td>State Agency List</td>
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<tr>
<td>B. State Purchasing Cooperative Customers</td>
<td>Purchase Order No.</td>
<td>Sales Receipts</td>
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<tr>
<td>State Purchasing Cooperative Membership List</td>
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Template version 2.0 (01-FEB-2017)

Available online at: Procur.e.AZ.gov
CERTIFICATE OF INSURANCE

ADOA – SPO
100 N 15th Avenue, Suite 201
Phoenix, AZ 85007

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST PURCHASE THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGE IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGE SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS.

NAME AND ADDRESS OF INSURANCE AGENCY:

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<th>COMPANY LETTER</th>
<th>COMPANIES AFFORDING COVERAGE</th>
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<td></td>
<td>A</td>
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<td></td>
<td>B</td>
</tr>
<tr>
<td></td>
<td>C</td>
</tr>
<tr>
<td></td>
<td>D</td>
</tr>
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</table>

NAME AND ADDRESS OF INSURED:

<p>| | |</p>
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LIMITS OF LIABILITY

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<tr>
<th>MINIMUM - EACH OCCURRENCE</th>
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<th>DATE POLICY EXPIRES</th>
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<tr>
<td>GENERAL AGGREGATE:</td>
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<td>COMPREHENSIVE GENERAL LIABILITY FORM</td>
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<tr>
<td>PER PERSON</td>
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<td>PREMISES OPERATIONS</td>
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<tr>
<td>EACH OCCURRENCE</td>
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<td>CONTRACTUAL</td>
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<tr>
<td>PROPERTY DAMAGE OR</td>
<td>$1,000,000.00</td>
<td>INDEPENDENT CONTRACTORS</td>
<td></td>
<td></td>
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<tr>
<td>BODILY INJURY AND</td>
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<td>PRODUCTS/COMPLETED OPERATIONS HAZARD</td>
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<td>BROAD FORM PROPERTY DAMAGE</td>
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<td>EXPLOSION &amp; COLLAPSE (IF APPLICABLE)</td>
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<td></td>
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<td>UNDERGROUND HAZARD (IF APPLICABLE)</td>
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SAME AS ABOVE

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<th>DATE POLICY EXPIRES</th>
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<td>UMBRELLA LIABILITY</td>
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<tr>
<td>ACTUAL REPLACEMENT COST</td>
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<td>PERSONAL PROPERTY (IF APPLICABLE)</td>
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STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURER AS REQUIRED BY STATUTE. CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE.

NAME AND ADDRESS OF CERTIFICATE HOLDER

ADOA – SPO
100 N 15th Ave, Suite 201
Phoenix, Arizona 85007

DATE ISSUED

AUTHORIZED REPRESENTATIVE

PART 3 of the Solicitation Documents
SECTION 3-C: Exhibit C

Available online at: Procure.AZ.gov
End of Part 3
1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.

2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.

3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.

4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.

5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the specifications, drawings and samples) will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.

6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.

8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.

9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.

10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.

11. **Interpretation – Parole Evidence.** This Purchase Order 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 their 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 Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.

12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.

13. **Indemnity.** Seller agrees to indemnity and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.

14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.

15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.

16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.

17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.

19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.
# PFVT Motors, LLC Pricing for Light Duty Vehicles

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<td>P5A</td>
<td>Hybrid</td>
<td>5DR FHEV SE SERIES</td>
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<td>$21,628.66</td>
<td>$21,959.46</td>
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<td>Electric</td>
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<td>FIESTA</td>
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<td>4 Door Sedan S</td>
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<td>Trim</td>
<td>Fuel Type</td>
<td>Description</td>
<td>Retail</td>
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<tr>
<td>Ford Transit</td>
<td>W2C</td>
<td>Unleaded</td>
<td>Pass Cargo Door 9500# GVWR</td>
<td>$39,185.00</td>
<td>$28,135.06</td>
<td>$29,327.66</td>
<td>$30,532.86</td>
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<tr>
<td>Ford Transit</td>
<td>W2D</td>
<td>Unleaded</td>
<td>Sliding Doors 9500# GVWR</td>
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<td>$28,706.06</td>
<td>$29,897.66</td>
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<td>$41,985.00</td>
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<td>Unleaded</td>
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<td>$26,191.06</td>
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<td>Ford Transit</td>
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<td>Van SWB - Dual Sliding Doors No 2nd Row GLS RR Liftgate Fixed GLS</td>
<td>$25,270.00</td>
<td>$21,025.83</td>
<td>$21,324.63</td>
<td>$22,267.23</td>
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<tr>
<td>Ford Transit</td>
<td>W5E</td>
<td>Unleaded</td>
<td>Van XL LWB - Dual Sliding Doors No 2nd Row GLS RR Liftgate with Fixed GLS</td>
<td>$26,270.00</td>
<td>$21,913.83</td>
<td>$22,212.63</td>
<td>$23,155.23</td>
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<td>Ford Transit</td>
<td>W7E</td>
<td>Unleaded</td>
<td>Wagon XL LWB - Dual Sliding Doors 2nd Row GLS Slides Up/Down 3rd Row Fixed GLS w/RR 180 deg Sym Drs</td>
<td>$28,165.00</td>
<td>$23,587.83</td>
<td>$23,886.63</td>
<td>$24,882.23</td>
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<td>Ford Ecosport</td>
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<td>Unleaded</td>
<td>S FWD</td>
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<td>Ford Ecosport</td>
<td>S3F</td>
<td>Unleaded</td>
<td>S 4x4</td>
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<td>Ford Utility Interceptor</td>
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<td>Interceptor Utility AWD 3.7L V6</td>
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<td>Ford Sedan Interceptor</td>
<td>P2L</td>
<td>Unleaded</td>
<td>Interceptor Sedan FWD 3.5L V6</td>
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<td>Unleaded</td>
<td>Interceptor Sedan AWD 3.7L V6</td>
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<td>Ford F150 Responder</td>
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<td>Unleaded</td>
<td>F150 Responder 4x4 3.5L V6 Ecoboost</td>
<td>$33,631.00</td>
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<tr>
<td>Ford Fusion Hybrid Responder</td>
<td>P0A</td>
<td>Unleaded</td>
<td>Fusion Hybrid Responder Sedan 2.0L I-4cyl</td>
<td>$27,371.58</td>
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<tr>
<td>Ford Fusion Plug-in Hybrid Responder</td>
<td>P0W</td>
<td>Unleaded</td>
<td>Fusion Plug-in Hybrid Responder Sedan 2.0L I-4cyl</td>
<td>$32,860.68</td>
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<tr>
<td>Ford Ranger</td>
<td>R1A</td>
<td>Unleaded</td>
<td>Ranger Super Cab 4x2 Chassis</td>
<td>$23,349.20</td>
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Updated 9/20/2018
### Ford Vehicles Pricing

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Version</th>
<th>Fuel</th>
<th>Type</th>
<th>Price</th>
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<tr>
<td>FORD</td>
<td>Ranger</td>
<td>R1E</td>
<td>Unleaded</td>
<td>Ranger Super Cab 4x2 pickup</td>
<td>$23,619.20</td>
</tr>
<tr>
<td>FORD</td>
<td>Ranger</td>
<td>R1F</td>
<td>Unleaded</td>
<td>Ranger Super Cab 4x4 pickup</td>
<td>$25,252.20</td>
</tr>
<tr>
<td>FORD</td>
<td>Ranger</td>
<td>R4E</td>
<td>Unleaded</td>
<td>Ranger Crew Cab 4x2 pickup</td>
<td>$24,611.20</td>
</tr>
<tr>
<td>FORD</td>
<td>Ranger</td>
<td>R4F</td>
<td>Unleaded</td>
<td>Ranger Crew Cab 4x4 pickup</td>
<td>$27,244.20</td>
</tr>
</tbody>
</table>

*updated 9/20/2018*
EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
PFVT MOTORS, LLC,
D/B/A PEORIA FORD

[Quote]

See following pages.
Chad Welsh  
9130 West Bell Road  
Peoria, Arizona 85382  
Phone: 623-261-0570  
Fax: 480-393-5536  
Email: cwelsh@peoriaford.com  

**AZ Contract #: ADSPO17-166117**  
Town of Chino Valley  
1/15/2019  
Primary Exterior Color: White  
Secondary Exterior Color: None  
Interior Color: Black  
See attached specifications

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Order Code</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>K8A</td>
<td>2020 Ford Interceptor Utility AWD 3.3L V6</td>
<td>$33,143.34</td>
</tr>
<tr>
<td>2</td>
<td>43D</td>
<td>Dark Car Feature</td>
<td>$25.00</td>
</tr>
<tr>
<td>3</td>
<td>$1S</td>
<td>Spot Lamp - LED Bulb, Dual (driver and passenger) (Unity)</td>
<td>$620.00</td>
</tr>
<tr>
<td>4</td>
<td>76D</td>
<td>Deflector Plate</td>
<td>$335.00</td>
</tr>
<tr>
<td>5</td>
<td>$7R</td>
<td>Rear View Camera (mirror display)</td>
<td>$0.00</td>
</tr>
<tr>
<td>6</td>
<td>$9B</td>
<td>Keyed Alike – 1284x (Verify Code before order)</td>
<td>$50.00</td>
</tr>
<tr>
<td>7</td>
<td>17A</td>
<td>Aux Air Conditioning</td>
<td>$610.00</td>
</tr>
<tr>
<td>8</td>
<td>DIO</td>
<td>Aftermarket Tow Package</td>
<td>$395.00</td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Taxable Total:** $35,178.34

Sales Tax: Sales Tax if applicable Peoria 8.1% $2,849.45

**Warranty Cost:** $0.00

Tire Tax: $5.00

Freight $0.00

**Total Per Unit:** $38,032.79

Thank you for this opportunity to gain your business!  
To place order, review for accuracy and fax back with signature and P.O. number (if applicable).

Signature: ___________________________  Date: ___________________________
Printed Name: ______________________  P.O.#: ______________________
Customer Proposal

Prepared by: Chad Welsh
Office: 623-977-8888
Email: cwelsh@vtaig.com

Date: 01/15/2019
Vehicle: 2020 Police Interceptor Utility Base AWD
Quote ID: ChinoK8A2
# Table of Contents

<table>
<thead>
<tr>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Page</td>
<td>1</td>
</tr>
<tr>
<td>Table of Contents</td>
<td>2</td>
</tr>
<tr>
<td>Selected Options</td>
<td>3</td>
</tr>
<tr>
<td>Selected Equip &amp; Specs</td>
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<tr>
<td>Warranty - Selected</td>
<td>12</td>
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## Selected Options

<table>
<thead>
<tr>
<th>Code</th>
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<tr>
<td><strong>Base Vehicle</strong></td>
<td></td>
</tr>
<tr>
<td>K8A</td>
<td>Base Vehicle Price (K8A)</td>
</tr>
<tr>
<td><strong>Packages</strong></td>
<td></td>
</tr>
</tbody>
</table>
| 500A | Order Code 500A  
Includes:  
- 3.73 Axle Ratio  
- GVWR: TBD  
- Tires: 255/60R18 AS BSW  
- Wheels: 18" x 8" 5-Spoke Painted Black Steel  
Includes center caps and full size spare.  
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear  
Includes reduced bolstering, driver 6-way power track (fore/aft,up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks.  
- Radio: AM/FM/MP3 Capable  
Includes clock, 4 speakers and 4.2" color LCD screen center stack Smart Display. |
| **Powertrain** | |
| 99B | Engine: 3.3L V6 Direct-Injection (FFV)  
(136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack, adds 250-Amp Alternator, replaces H7 AGM battery (600 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon. |
| 44U | Transmission: 10-Speed Automatic (44U) |
| STDAX | 3.73 Axle Ratio |
| STDGV | GVWR: TBD |
| **Wheels & Tires** | |
| STDTR | Tires: 255/60R18 AS BSW |
| STDWL | Wheels: 18" x 8" 5-Spoke Painted Black Steel  
Includes center caps and full size spare. |
| **Seats & Seat Trim** | |
| 9 | Unique HD Cloth Front Bucket Seats w/Vinyl Rear  
Includes reduced bolstering, driver 6-way power track (fore/aft,up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, with manual recline) and built-in steel intrusion plates in both front seatbacks. |
| **Other Options** | |
| 113WB | 113" Wheelbase |
| PAINT | Monotone Paint Application |
| STDGD | Radio: AM/FM/MP3 Capable  
Includes clock, 4 speakers and 4.2" color LCD screen center stack Smart Display. |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Chad Welsh  
Date: 01/15/2019
## Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
</table>
| 43D  | Dark Car Feature  
*Courtesy lamps disabled when any door is opened.* |
| 51S  | Dual (Driver & Passenger) LED Spot Lamps (Unity) |
| 76D  | Underbody Deflector Plate  
*Engine and transmission shield.* |
| 87R  | Rear View Camera  
*Displayed in rear view mirror. Note: This option replaces the standard display in the center stack area. Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R).*  
*Includes:*  
- Electrochromic Rear View Mirror  
*Video is displayed in rear view mirror.* |
| 59B  | Keyed Alike - 1284x |
| 17A  | Aux Air Conditioning |

### Emissions

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</table>
| 425  | 50 State Emission System  
*Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.* |

### Interior Colors

<table>
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<tr>
<th>Code</th>
<th>Description</th>
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<tr>
<td>96_01</td>
<td>Charcoal Black</td>
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### Primary Colors

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<tbody>
<tr>
<td>YZ_01</td>
<td>Oxford White</td>
</tr>
</tbody>
</table>
Selected Equipment & Specs

Dimensions
* Wheelbase: 113.0"  
* Cargo volume: 50.0cu.ft.  
* Maximum cargo volume: 80.0cu.ft.

Powertrain
* 3.3L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection  
* ULEV II  
* All-wheel drive  
* Fuel Economy Highway: N/A

Suspension/Handling
* Front independent strut suspension with anti-roll bar, gas-pressurized shocks  
* Electric power-assist rack-pinion Steering  
* P255/60WR18 BSW AS front and rear tires

Body Exterior
* 4 doors  
* Black door mirrors  
* Body-coloured bumpers  
* Front and rear 18 x 8 wheels

Convenience
* Dual zone front automatic air conditioning with air filter  
* Auxiliary rear heater  
* Power windows  
* Driver and passenger 1-touch down  
* Manual tilt steering wheel  
* Day-night rearview mirror with auto-dimming  
* Smart device integration  
* Dual visor mirrors

Seats and Trim
* Seating capacity of 5  
* 8-way 6-way power driver seat adjustment  
* Power height adjustable driver seat  
* 35-30-35 folding rear split-bench seat  
* Metal-look instrument panel insert

Entertainment Features
* AM/FM stereo radio  
* Steering wheel mounted radio controls  
* Streaming audio

Lighting, Visibility and Instrumentation
* LED low/high beam projector beam headlights

* Passenger volume: 118.4cu.ft.  
* Cargo volume seats folded: 99.0cu.ft.

* Recommended fuel : premium unleaded  
* 10 speed automatic transmission with overdrive  
* Fuel Economy City: N/A  
* Capless fuel filler

* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks  
* Front and rear 18 x 8 black steel wheels

* Driver and passenger power remote, manual folding door mirrors  
* Lip rear spoiler  
* Clearcoat paint  
* 2 front tow hook(s)

* Rear HVAC  
* Cruise control with steering wheel controls  
* Driver and passenger 1-touch up  
* Power door locks  
* Manual telescopic steering wheel  
* Wireless phone connectivity  
* 2 1st row LCD monitors  
* Driver and passenger door bins

* Front bucket seats  
* Manual driver lumbar support  
* 4-way passenger seat adjustment  
* Cloth seat upholstery

* External memory control  
* 4 speakers  
* Integrated roof antenna

* Fully automatic headlights

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Prepared by: Chad Welsh  Date: 01/15/2019
Selected Equipment & Specs (cont'd)

- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- Deep tinted windows
- Tachometer
- Low tire pressure warning
- Trip odometer
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wipers
- Fixed rearmost windows
- Front and rear reading lights
- Camera(s) - rear with washer
- Trip computer
- Brake assist with hill hold control
- Electronic stability control
- Dual front impact airbag supplemental restraint system
- Curtain 1st and 2nd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Manually adjustable front head restraints

Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system

Dimensions

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<tr>
<th>Feature</th>
<th>Value</th>
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<tr>
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<tr>
<td>Interior cargo</td>
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<tr>
<td>Cargo volume</td>
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<td>Maximum cargo volume</td>
<td>89.0 cu.ft.</td>
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<td>Capiess fuel filler</td>
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<td>Cargo volume seats folded</td>
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Powertrain

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<td>Head material</td>
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<td>Injection</td>
<td>Gasoline direct injection</td>
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<td>Orientation</td>
<td>Transverse</td>
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<td>Valves per cylinder</td>
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<td>Variable valve control</td>
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<td>Cylinders</td>
<td>3.3L</td>
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<td>Liters</td>
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<td>Recommended fuel</td>
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<td>Forced induction</td>
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<table>
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<td>Oil cooler</td>
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<td>Starter</td>
<td>Hybrid electric motor</td>
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<td>Radiator</td>
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<td>Transmission Electronic control</td>
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<td>Overdrive</td>
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<td>Type</td>
<td>Automatic</td>
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<td>Lock-up</td>
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<td>Speed</td>
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Transmission Gear Ratios

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<tr>
<td>2nd</td>
<td>2.985</td>
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Prepared by: Chad Welsh Date: 01/15/2019
### Selected Equipment & Specs (cont'd)

<table>
<thead>
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<th>3rd</th>
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<td>5th</td>
<td>1.52</td>
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<td></td>
<td>7th</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>9th</td>
<td>0.689</td>
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<tr>
<td></td>
<td>Reverse Gear ratio</td>
<td>4.866</td>
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</tbody>
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#### Transmission Extras
- Oil cooler: Regular duty
- Drive Type: Automatic full-time
- Drive Feature: ABS and driveline
- Drive Axle Ratio: 3.73
- Exhaust Material: Stainless steel
- Emissions CARB: ULEV II
- Fuel Economy: Gasoline
- Fuel Economy (Alternate 1): E85

### Driveability
- Brakes
  - Type: 4-wheel disc
  - ABS Channels: 4
  - Vented discs: Front and rear
- Brake Assistance
  - Yes
  -hill hold control: Yes
- Suspension Control
  - Ride: Regular
  - Electronic stability control: Stability control with anti-roll
- Front Suspension
  - Independent Type: Strut
  - Regular
- Front Spring
  - Type: Coil
  - Grade: Regular
- Front Shocks
  - Type: Gas-pressurized
- Rear Suspension
  - Independent Type: Multi-link
  - Regular
- Rear Spring
## Selected Equipment & Specs (cont'd)

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<thead>
<tr>
<th>Type</th>
<th>Coil</th>
<th>Grade</th>
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<tr>
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<td>Gas-pressurized</td>
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<tr>
<td>Steering</td>
<td>Electric power-assist</td>
<td>Type</td>
<td>Rack-pinion</td>
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<tr>
<td># of wheels</td>
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### Exterior

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<td>Width</td>
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<td>Steel</td>
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<td>Front and Rear Wheels</td>
<td>Appearance</td>
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<td></td>
<td>Covers</td>
<td>Hub</td>
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<td>Front Tires</td>
<td>Aspect</td>
<td>Diameter</td>
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<td>Sidewalls</td>
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<td>W</td>
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<td>Spare Tire</td>
<td>Mount</td>
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<td>Lip</td>
<td>Skid plate(s)</td>
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<td>Body material</td>
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<td>Front tow hook(s)</td>
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<td>Conventional</td>
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<td>Safety</td>
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<td>Driver side-impact</td>
<td>Seat mounted</td>
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<tr>
<td></td>
<td>Driver front-impact</td>
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Prepared by: Chad Welsh Date: 01/15/2019
### Selected Equipment & Specs (cont'd)

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<td>Occupancy sensor</td>
<td>Overhead</td>
<td>Curtain 1st and 2nd row</td>
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<td>Yes</td>
<td>Passenger side-impact</td>
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<td>Seatbelt</td>
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<td>Rear center 3 point</td>
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### Seating

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<tr>
<td>Fore/aft</td>
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<td>Reclining</td>
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<td>Way direction control</td>
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<td>Front Head Restraint</td>
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<td>Rear Seats</td>
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<td>Front Seat Trim</td>
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### Convenience

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<td>Air conditioning</td>
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<td>Rear HVAC</td>
<td>Yes</td>
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<td>Yes</td>
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<td>Headliner/pillar ducts</td>
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<td>Audio System</td>
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<td>AM/FM stereo</td>
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<td>Seek-scan</td>
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### Selected Equipment & Specs (cont’d)

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<th>Feature</th>
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<td><strong>Integrated roof</strong></td>
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<tr>
<td><strong>LCD Monitors</strong></td>
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<tr>
<td>1st row</td>
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<tr>
<td><strong>2</strong></td>
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<tr>
<td><strong>Cruise Control</strong></td>
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<td>With steering wheel controls</td>
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<td><strong>Remote Releases</strong></td>
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<td>Cargo access</td>
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<td><strong>Power</strong></td>
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<td><strong>Convenience Features</strong></td>
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<td>Driver foot rest</td>
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<td>12V DC power outlet</td>
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<td><strong>App link</strong></td>
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<td><strong>Door Lock Type</strong></td>
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<td><strong>Instrumentation Type</strong></td>
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<td>Engine hour meter</td>
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<tr>
<td><strong>Yes</strong></td>
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<tr>
<td>Trunk/liftgate ajar</td>
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<tr>
<td><strong>Yes</strong></td>
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<td>Brake fluid</td>
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<td>Redundant digital speedometer</td>
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<td><strong>Trip odometer</strong></td>
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### Selected Equipment & Specs (cont'd)

<table>
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<tr>
<th>Feature</th>
<th>1-touch down</th>
<th>Driver and passenger</th>
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<th>Driver and passenger</th>
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<td>Wiper</td>
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<td>Day-night</td>
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<td>Carpet</td>
<td>Trunk lid/rear cargo door</td>
<td></td>
<td>Plastic</td>
</tr>
<tr>
<td><strong>Cargo Space Feature</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tie downs</td>
<td>Yes</td>
<td>Light</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>Cargo tray/organizer</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Interior Volume</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Passenger volume</td>
<td>118.4 cu.ft.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Chad Welsh  Date: 01/15/2019
Warranty - Selected Equipment & Specs

<table>
<thead>
<tr>
<th>Warranty</th>
<th>Basic</th>
<th>Powertrain</th>
<th>Corrosion Perforation</th>
<th>Roadside Assistance</th>
<th>Hybrid Electrical Components</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distance</td>
<td>36,000 miles</td>
<td>100,000 miles</td>
<td>Unlimited miles</td>
<td>60,000 miles</td>
<td>100,000 miles</td>
</tr>
<tr>
<td>Months</td>
<td>36 months</td>
<td>60 months</td>
<td>60 months</td>
<td>60 months</td>
<td>96 months</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Chad Welsh  Date: 01/15/2019
This COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of March 12, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and MHQ, Inc., a Massachusetts corporation, d/b/a MHQ of Arizona (the “Contractor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADPS15-091457, dated March 26, 2015, as amended (collectively, the “State Contract”), for the Contractor to provide vehicle up-fitting services and parts purchase. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the State Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with vehicle up-fitting services, as more particularly set forth in Section 2 below (the “Materials and Services”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 11, 2020, unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. Contractor shall provide to the Town the Materials and Services under the terms and conditions of the State Contract and in the configurations set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement
and/or the State Contract will be held at Contractor’s risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; (ii) stop the work immediately; or (iii) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

4. **Compensation.** The Town shall pay Contractor an amount not to exceed $20,092.61 for the Materials and Services at the unit rates set forth in the State Contract.

5. **Payments.** The Town shall pay the Contractor upon acceptance and delivery of the Materials and Services performed and upon submission and approval of an invoice. The invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all work completed. The invoice statement shall include a record of Materials used, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

6. **Records and Audit Rights.** To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor’s and its subcontractors’ books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Contractor’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. **E-verify Requirements.** To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor’s or its subcontractor’s failure to
comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. **Israel.** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9. **Conflict of Interest.** This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. **Applicable Law; Venue.** This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. **Agreement Subject to Appropriation.** The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town’s then current fiscal year. The Town’s obligations under this Agreement are current expenses subject to the “budget law” and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town’s obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Quote, the State Contract and the invoice, the documents shall govern in the order listed herein.

13. **Rights and Privileges.** To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to the State and shall be the “State” (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

14. **Indemnification; Insurance.** In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town
under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town:  
Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323  
Attn: Town Manager

With copy to:  
GUST ROSENFELD P.L.C.  
One East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to Contractor:  
MHQ of Arizona  
635 West Elliot Road  
Tempe, Arizona 85284  
Attn: Brian Shaw

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party’s counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY, 
an Arizona municipal corporation

______________________________________________
Darryl Croft, Mayor

ATTEST:

______________________________________________
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

MHQ, Inc., a Massachusetts corporation
d/b/a MHQ OF ARIZONA

By:______________________________________________

Name:____________________________________________

Title:____________________________________________
EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MHQ, INC., D/B/A
MHQ OF ARIZONA

[State Contract]

See following pages.
In accordance with the Special Terms and Conditions, Contract Extension, the above referenced contract is hereby amended as follows:

- The term of the contract shall be extended an additional 12 months through March 25, 2019.
- In addition, incorporated into the contract is the OPS product line at 25% off list, freight charges allowed.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This Change Order shall not be binding on the State until it is acknowledged and accepted electronically in ProcureAZ by an authorized representative of the Contractor and accepted by and authorized representative of the State.
The following change to Section 3, Special Terms and Conditions, is hereby effective immediately:

Delete paragraph 2, Eligible Agencies, and replace with:

**Eligible Agencies (Statewide):** This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes §41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. §41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).
Attachment A
Offer and Acceptance

SOLICITATION NO: ADPS15-00004473
DPS Fleet Vehicle Up-fitting Services and Parts Purchase

OFFEROR: 

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

MHQ of Arizona

1115 w. Fairmont Dr
Tempe AZ 85282

bshaw@mhqaz.com

Signature of Person Authorized to Sign Offer
Brian H. Shaw

Printed Name
Territory Sales Manager

City State Zip

Phone: 480-848-9994
Fax: 480-341-7716

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has 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 provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.

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 solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADPS15-091457

The effective date of the Contract is _as indicated in ProcureAZ_.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this 26th day of March 2015

Elizabeth G. Clark, CPPB
DPS Chief Procurement Officer

An Equal Employment Opportunity Agency
ITEM GROUP 1:

Definition: "Established catalogue price" means the price included in a catalogue, price list, schedule or other form that:
(a) Is regularly maintained by a manufacturer, distributor or contractor.
(b) Is either published or otherwise available for inspection by customers.
(c) States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

- The brand names and part numbers specified in this item group shall be used for evaluation purposes. Alternate brand names/part numbers offered shall not be considered for evaluation.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Part Number/Description</th>
<th>Qty</th>
<th>Established Catalogue Unit Price</th>
<th>Discount % Off Catalogue Price</th>
<th>Net price</th>
<th>Net Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Federal Signal: P/N VALR44S-AZDPS 44&quot; light bar package with P/N SSP3000 platinum siren, P/N ES100 speaker and P/N EB-UBail bracket</td>
<td>1 ea.</td>
<td>$4770.00</td>
<td>Enter Established Catalogue Price here</td>
<td>$3202.50</td>
<td>$3202.50</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes - Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Sound Off Signal: Nforce ENFSGS3D single deck/grill mount -black, D/S mounted forward facing on push bumper</td>
<td>1 ea.</td>
<td>$197.00</td>
<td>Enter Established Catalogue Price here</td>
<td>$147.75</td>
<td>$147.75</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes - Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Sound Off Signal: Nforce ENFSGS3E single deck/grill mount -black, P/S mounted forward facing on push bumper</td>
<td>1 ea.</td>
<td>$197.00</td>
<td>Enter Established Catalogue Price here</td>
<td>$147.75</td>
<td>$147.75</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes - Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Sound Off Signal: Nforce ENFS33J series single surface mount LED light, 12 diode, mounted LT and RT sides of push bumper</td>
<td>2 ea.</td>
<td>$197.00</td>
<td>Enter Established Catalogue Price here</td>
<td>$141.75</td>
<td>$283.50</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Price</td>
<td>Discount</td>
<td>Discounted Price</td>
<td>Net Price</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>----------</td>
<td>------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>5</td>
<td>Sound Off: P/N ETFBSSN-P backflash module. Ford tail flasher.</td>
<td>1 ea.</td>
<td>$74.00</td>
<td>25%</td>
<td>$55.50</td>
<td>$55.50</td>
</tr>
<tr>
<td>6</td>
<td>Sound Off: P/N EL3SNR Sound Off 3 Up Ultra Mini LED RED. Uses AA-Soundoff-Mini-Brk mounted RT side of License plate lamp</td>
<td>1 ea.</td>
<td>$87.00</td>
<td>25%</td>
<td>$65.25</td>
<td>$65.25</td>
</tr>
<tr>
<td>7</td>
<td>Sound Off: P/N EL3SNB 3 3 LED MINI SURFACE MNT LGT BLUE Uses AA-SOUNDOFF mounted Left side of License plate lamp</td>
<td>1 ea.</td>
<td>$87.00</td>
<td>25%</td>
<td>$65.25</td>
<td>$65.25</td>
</tr>
<tr>
<td>8</td>
<td>Sound Off: P/N EL3SNBRK2LPH License Plate Bracket</td>
<td>1 ea.</td>
<td>$18.00</td>
<td>25%</td>
<td>$13.50</td>
<td>$13.50</td>
</tr>
<tr>
<td>9</td>
<td>Sound Off: P/N ECVDMLTST4 Universal LED Interior Dome Light, (24) Bright White LED's, Prisoner Light</td>
<td>1 ea.</td>
<td>$34.38</td>
<td>25%</td>
<td>$25.78</td>
<td>$25.78</td>
</tr>
<tr>
<td>10</td>
<td>Sound Off: P/N EL3SNR 3 Up Ultra Mini LED RED. Uses AA-Soundoff-Mini-Brk mounted Right Side Under Hatch Lamp</td>
<td>1 ea.</td>
<td>$87.00</td>
<td>25%</td>
<td>$65.25</td>
<td>$65.25</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Price</td>
<td>Discount</td>
<td>Net Price</td>
<td>Notes</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
<td>----------</td>
<td>-------</td>
<td>----------</td>
<td>-----------</td>
<td>-------</td>
</tr>
<tr>
<td>11</td>
<td>Sound Off: P/N EL3SNB 3 3 LED MINI SURFACE MNT LGT BLUE Uses AASOUNDOFF Mounted Left side under Hatch lamp</td>
<td>1 ea.</td>
<td>$87.00</td>
<td>25%</td>
<td>$65.25</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>12</td>
<td>MagLite: P/N RL-1019 LED flashlight with charger base. Mounted front side of partition</td>
<td>1 ea.</td>
<td>$210.00</td>
<td>0%</td>
<td>$210.00</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Setina: P/N BK0393ITU12 PB300 VS ALUM BUMPER FULL INTERCEPTOR UTILITY</td>
<td>1 ea.</td>
<td>$379.00</td>
<td>20%</td>
<td>$303.20</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>TROY: P/N: TP-US-SS-TROY10 SUVPI Partition w/ sliding window w/mesh plate in center</td>
<td>1 ea.</td>
<td>$825.00</td>
<td>0%</td>
<td>$825.00</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>TROY: P/N 2-SAB-FDUV-BB Mounting Kit</td>
<td>1 ea.</td>
<td>$0</td>
<td>0%</td>
<td>$0</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Included with line 14</td>
</tr>
<tr>
<td>16</td>
<td>TROY: KP-UV-DAP-SS-N Lower Kick Panel</td>
<td>1 ea.</td>
<td>$150.00</td>
<td>0%</td>
<td>$150.00</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>TROY: P/N PS-FDUV-OS-R Prisoner transport seat for 2013+ Interceptor SUV w/belts</td>
<td>1 ea.</td>
<td>$150.00</td>
<td>0%</td>
<td>$150.00</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

An Equal Employment Opportunity Agency
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Discount</th>
<th>Net Price</th>
<th>Discount Percent</th>
<th>Offered From</th>
<th>Net Price Times Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>TROY: P/N AC-UV-HATCH Square punch rear window guard.</td>
<td>1 ea.</td>
<td>$105.00</td>
<td>0%</td>
<td>$105.00</td>
<td></td>
<td>Catalogue Price here</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>TROY: P/N WG-FDUV-DS-PS Window Guards for 2013 Ford Police Interceptor Utility, Vert</td>
<td>1 ea.</td>
<td>$265.00</td>
<td>0%</td>
<td>$265.00</td>
<td></td>
<td>Catalogue Price here</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>TROY: P/N DP-FDUV-DS-PS Door Panels for Ford Police Interceptor Utility</td>
<td>1 ea.</td>
<td>$230.00</td>
<td>0%</td>
<td>$230.00</td>
<td></td>
<td>Catalogue Price here</td>
<td></td>
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<tr>
<td>21</td>
<td>TROY: P/N CC-UV-L-18 Interceptor SUV Vertical Console</td>
<td>1 ea.</td>
<td>$450.00</td>
<td>0%</td>
<td>$450.00</td>
<td></td>
<td>Catalogue Price here</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>TROY: P/N AC-INBHG Internal Beverage Holder w/Rubber Pieces.</td>
<td>1 ea.</td>
<td>$50.00</td>
<td>0%</td>
<td>$50.00</td>
<td></td>
<td>Catalogue Price here</td>
<td></td>
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<tr>
<td>23</td>
<td>TROY: P/N FP-KENTK890 Radio Faceplate</td>
<td>1 ea.</td>
<td>$15.00</td>
<td>0%</td>
<td>$15.00</td>
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<td>Catalogue Price here</td>
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<td>24</td>
<td>TROY: P/N FP-Platinum Siren Faceplate</td>
<td>1 ea.</td>
<td>$15.00</td>
<td>0%</td>
<td>$15.00</td>
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<td>Catalogue Price here</td>
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<td>Item Description</td>
<td>Quantity</td>
<td>Price</td>
<td>Discount</td>
<td>Net Price</td>
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<tr>
<td>25</td>
<td>TROY: P/N L3-AP1SET DC outlet plug with black captured cap.</td>
<td>3 ea.</td>
<td>$10.00</td>
<td>0%</td>
<td>$10.00</td>
<td>$30.00 Enter net price times qty here</td>
<td></td>
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</tr>
<tr>
<td>26</td>
<td>B and B Enterprises: DPS-COMP-BKT DPS custom computer bracket, black powder coat</td>
<td>1 ea.</td>
<td>$31.95</td>
<td>10%</td>
<td>$28.75</td>
<td>$28.75 Enter net price times qty here</td>
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<tr>
<td>27</td>
<td>TROY: P/N AC-FENPRTR-90 Pentax Printer Mount</td>
<td>1 ea.</td>
<td>$275.00</td>
<td>0%</td>
<td>$275.00</td>
<td>$275.00 Enter net price times qty here</td>
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<tr>
<td>28</td>
<td>JOTTO DESK: P/N 425-1912 Magnetic microphone clip</td>
<td>2 ea.</td>
<td>$13.00</td>
<td>0%</td>
<td>$13.00</td>
<td>$26.00 Enter net price times qty here</td>
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<tr>
<td>29</td>
<td>B and B Enterprises: P/N 7010-3007 GR2-AR-BLM Vertical Mount to Flat Partition</td>
<td>1 ea.</td>
<td>$375.00</td>
<td>10%</td>
<td>$337.50</td>
<td>$337.50 Enter net price times qty here</td>
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<tr>
<td>30</td>
<td>B and B Enterprises: P/N GR-CENTERBRKT Center adjustable bracket gunrack mount for partitions</td>
<td>1 ea.</td>
<td>$9.25</td>
<td>10%</td>
<td>$8.32</td>
<td>$8.32 Enter net price times qty here</td>
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<tr>
<td>31</td>
<td>B and B Enterprises: P/N GR-ALPL3 Long two hole plate for attaching HSG</td>
<td>1 ea.</td>
<td>$5.25</td>
<td>10%</td>
<td>$4.72</td>
<td>$4.72 Enter net price times qty here</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Discount</td>
<td>Net Price</td>
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<tr>
<td>32</td>
<td>B and B Enterprises: P/N GR-LONGBRKT Long adjustable gun rack bracket</td>
<td>1 ea.</td>
<td>$11.50</td>
<td>10%</td>
<td>$10.35</td>
<td>Enter net price times qty here</td>
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<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
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<tr>
<td>33</td>
<td>Patrol Power: P/N 03-0212DPS 2011+ Ford SUV rear mounted, DPS Specs</td>
<td>1 ea.</td>
<td>$699.00</td>
<td>0%</td>
<td>$699.00</td>
<td>Enter net price times qty here</td>
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<td>The Brand name and part number specified is for evaluation purposes only – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
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<tr>
<td>34</td>
<td>Terminal Supply Company: P/N 2150 SPST HD Toggle Switch, ON-OFF 50 Amp, 6-24 Volt 2 screw terminal</td>
<td>1 ea.</td>
<td>$30.00</td>
<td>0%</td>
<td>$30.00</td>
<td>Enter net price times qty here</td>
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<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
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<tr>
<td>35</td>
<td>B and B Enterprises: P/N BR0019 B AND Master switch mounting bracket for DPS Ford F150</td>
<td>1 ea.</td>
<td>$5.25</td>
<td>10%</td>
<td>$4.72</td>
<td>Enter net price times qty here</td>
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<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
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<tr>
<td>36</td>
<td>Mouser Electronics Console Quick Disconnect: P/N 571-665891 (male) x 20ea., 571-665901 (female) x 20 ea., 571-2066133 x1ea., 571-2066121 x 1ea. (enter price for 1 assembly each)</td>
<td>1 assy ea.</td>
<td>$41.25</td>
<td>0%</td>
<td>$41.25</td>
<td>Enter net price times qty here</td>
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<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
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<tr>
<td>37</td>
<td>Larsen: P/N NMOKHFUDFME NMO mounts</td>
<td>2 ea.</td>
<td>$21.60</td>
<td>0%</td>
<td>$21.60</td>
<td>Enter net price times qty here</td>
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<tr>
<td>38</td>
<td>Larsen: P/N NMOHFGPSFMESMA Dual band NMO/GPS antenna.</td>
<td>1 ea.</td>
<td>$123.86</td>
<td>0%</td>
<td>$123.86</td>
<td>Enter net price times qty here</td>
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<td>Item</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Discount</td>
<td>Extended Price</td>
<td>Net Price</td>
<td>Notes</td>
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<tr>
<td>39</td>
<td>Mouser Electronics: P/N 17-104200-025FI Cable-Serial-DB9 Male to Female 25 ft</td>
<td>1 ea.</td>
<td>$35.00</td>
<td>0%</td>
<td>$35.00</td>
<td>Net price times qty here</td>
<td>Enter net price times qty here</td>
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<tr>
<td>40</td>
<td>Brother: P/N LB3692 12v DC Pocket Jet Printer power adapter, 8 Ft. w/hardware</td>
<td>1 ea.</td>
<td>$19.00</td>
<td>0%</td>
<td>$19.00</td>
<td>Net price times qty here</td>
<td>Enter net price times qty here</td>
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<tr>
<td>41</td>
<td>Brother: P/N 328953 Printer USB a / mini / b cable</td>
<td>1 ea.</td>
<td>$8.99</td>
<td>0%</td>
<td>$8.99</td>
<td>Net price times qty here</td>
<td>Enter net price times qty here</td>
<td></td>
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<tr>
<td>42</td>
<td>TREMCO: Anti-theft system for 2014 Ford utility</td>
<td>1 ea.</td>
<td>$115.70</td>
<td>0%</td>
<td>$115.70</td>
<td>Net price times qty here</td>
<td>Enter net price times qty here</td>
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<tr>
<td>43</td>
<td>Pro Gard: P/N D3825L Trunk Organizer Hinged</td>
<td>1 ea.</td>
<td>$355.00</td>
<td>20%</td>
<td>$284.00</td>
<td>Net price times qty here</td>
<td>Enter net price times qty here</td>
<td></td>
</tr>
<tr>
<td>44</td>
<td>Plasti-Fab: P/N PF-DPS-BD DPS Equipment Board for Interceptor SUV, 41&quot;x15&quot;x375&quot; Black to include hinges, &quot;Z&quot; brackets, filler strip, and wing nuts.</td>
<td>1 ea.</td>
<td>$52.00</td>
<td>0%</td>
<td>$52.00</td>
<td>Net price times qty here</td>
<td>Enter net price times qty here</td>
<td></td>
</tr>
</tbody>
</table>

Total Net extended prices from line 1 through line 44 (item group 1) $10,557.86
Add line item 1 through 44 net extended amounts. Enter total here
ITEM GROUP 2:

Definition: "Established catalogue price" means the price included in a catalogue, price list, schedule or other form that:
(a) is regularly maintained by a manufacturer, distributor or contractor.
(b) is either published or otherwise available for inspection by customers.
(c) States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

- Vehicle utilized for Item Group 2 Price Evaluation: 2013 Chevrolet 2500 HD crew cab, VIN #1GC1KXCG8DF233966.
- The Brand names and part numbers specified in this item group shall be used for evaluation purposes. Alternate brand names/part numbers offered shall not be considered.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Part Number/Description</th>
<th>Qty</th>
<th>Established Catalogue Unit Price</th>
<th>Discount % Off Catalogue Price</th>
<th>Net Price</th>
<th>Net Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TROY: P/N CC-C08 Console, AC-FST200 Bracket - Console with Bracket</td>
<td>1 ea.</td>
<td>$445.00</td>
<td>0%</td>
<td>$445.00</td>
<td>$445.00</td>
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<td>The Brand name and part number specified is for evaluation purposes - Alternate brand names/part numbers offered under this line item shall not be considered.</td>
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</tr>
<tr>
<td>2</td>
<td>Federal Signal: P/N SSP3000 - Siren controller light alert and park kill</td>
<td>1 ea.</td>
<td>$1,699.00</td>
<td>25%</td>
<td>$1,674.00</td>
<td>$1,674.00</td>
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<tr>
<td>3</td>
<td>Federal Signal: P/N ES 100 Siren Speaker</td>
<td>1 ea.</td>
<td>$299.00</td>
<td>25%</td>
<td>$224.25</td>
<td>$224.25</td>
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<td>The Brand name and part number specified is for evaluation purposes - Alternate brand names/part numbers offered under this line item shall not be considered.</td>
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An Equal Employment Opportunity Agency
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Discount (%)</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>Federal Signal: P/N EBSU – Siren Bracket</td>
<td>1 ea.</td>
<td>$37.00</td>
<td>25%</td>
<td>$27.75</td>
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<td>5</td>
<td>Laird: P/N ETRAB4503 – Blade antennae</td>
<td>1 ea.</td>
<td>$41.08</td>
<td>0%</td>
<td>$41.08</td>
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<tr>
<td>6</td>
<td>Larsen: P/N NMOKHFUDFME – Coax kit</td>
<td>2 ea.</td>
<td>$21.66</td>
<td>0%</td>
<td>$43.32</td>
</tr>
<tr>
<td>7</td>
<td>TROY: P/N FP-AP12-3 (faceplate) AC-AP1 (x3 outlets) – Power point face plate</td>
<td>1 ea.</td>
<td>$20.00</td>
<td>0%</td>
<td>$20.00</td>
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<td>8</td>
<td>Federal Signal: P/N LF18ES-LED – Map light</td>
<td>1 ea.</td>
<td>$137.00</td>
<td>25%</td>
<td>$102.75</td>
</tr>
<tr>
<td>9</td>
<td>Streamlight: Stinger – LED flashlight</td>
<td>1 ea.</td>
<td>$185.64</td>
<td>35%</td>
<td>$120.66</td>
</tr>
<tr>
<td>10</td>
<td>Code 3: P/N LX2F-RB – Deck light</td>
<td>2 ea.</td>
<td>$523.48</td>
<td>25%</td>
<td>$392.59</td>
</tr>
<tr>
<td>11</td>
<td>Code 3: P/N LX2F-XX HOOD – Hood for Deck Light</td>
<td>2 ea.</td>
<td>$225.22</td>
<td>25%</td>
<td>$169.43</td>
</tr>
<tr>
<td>Item</td>
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<td>Discount</td>
<td>Net Price</td>
<td>Notes</td>
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<tr>
<td>12</td>
<td>Window tint, 4 doors, rear glass, windshield strip, Legal front limo rear. (Provide and install)</td>
<td>$270.00</td>
<td>0%</td>
<td>$270.00</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td>13</td>
<td>WatchGuard: P/N 4RE-STD-GPS-RV2 Camera System</td>
<td>$3125.00</td>
<td>0%</td>
<td>$3125.00</td>
<td>Enter net price times qty here</td>
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<tr>
<td>14</td>
<td>Tremco: Silverado 2011+ - Anti-theft</td>
<td>$225.00</td>
<td>10%</td>
<td>$202.50</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td>15</td>
<td>Wheelen Vertex: VTX609R. (driver's side front) VTX609B Passenger's side front) – Hide away LED's mounted in front marker lights</td>
<td>$132.00</td>
<td>40%</td>
<td>$79.20</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td>16</td>
<td>Sound Off: P/N ECVDMTAL00 – Dome Light</td>
<td>$81.00</td>
<td>25%</td>
<td>$60.75</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td>17</td>
<td>Cole Hersey: P/N 58328-0 – Lighted master switch</td>
<td>$15.00</td>
<td>0%</td>
<td>$15.00</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td>18</td>
<td>TROY: P/N AC-INBHG – Dual beverage holder</td>
<td>$50.00</td>
<td>0%</td>
<td>$50.00</td>
<td>Enter net price times qty here</td>
</tr>
<tr>
<td>Item</td>
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<tr>
<td>19</td>
<td>Jotto: P/N 4750-104 – Gun Rack</td>
<td>$400.00</td>
<td>0%</td>
<td>$400.00</td>
<td>&lt;br&gt;1 ea. Enter Net Price (subtract discount percent offered from Catalog price here)</td>
</tr>
<tr>
<td>20</td>
<td>Sound Off: P/N ELV3BVS+J – Visor Light with quick disconnect</td>
<td>$340.00</td>
<td>25%</td>
<td>$255.00</td>
<td>&lt;br&gt;1 ea. Enter Net Price (subtract discount percent offered from Catalog price here)</td>
</tr>
<tr>
<td>21</td>
<td>B &amp; B Enterprises: P/N 181-4875 – Bed Slider Pan</td>
<td>$508.00</td>
<td>10%</td>
<td>$457.20</td>
<td>&lt;br&gt;1 ea. Enter Net Price (subtract discount percent offered from Catalog price here)</td>
</tr>
<tr>
<td>22</td>
<td>B &amp; B Enterprises: P/N 225-1972 - Bed Slider Pan (4’ x 6’)</td>
<td>$1622.00</td>
<td>10%</td>
<td>$1459.80</td>
<td>&lt;br&gt;1 ea. Enter Net Price (subtract discount percent offered from Catalog price here)</td>
</tr>
<tr>
<td>23</td>
<td>Leer: P/N 700 (Painted White) – Tonneau Cover</td>
<td>$1848.75</td>
<td>0%</td>
<td>$1848.75</td>
<td>&lt;br&gt;1 ea. Enter Net Price (subtract discount percent offered from Catalog price here)</td>
</tr>
<tr>
<td>24</td>
<td>American Aluminum: P/N PF-Chevy Crew Cab - K-9 Insert</td>
<td>$1775.00</td>
<td>0%</td>
<td>$1775.00</td>
<td>&lt;br&gt;1 ea. Enter Net Price (subtract discount percent offered from Catalog price here)</td>
</tr>
<tr>
<td>25</td>
<td>Havis: P/N KK-K9-H-NKLB-K – Heart Alarm</td>
<td>$207.90</td>
<td>35%</td>
<td>$135.13</td>
<td>&lt;br&gt;1 ea. Enter Net Price (subtract discount percent offered from Catalog price here)</td>
</tr>
<tr>
<td>26</td>
<td>Havis: P/N KK-K9-HA-FKT-10 – Fan Activation</td>
<td>$449.90</td>
<td>35%</td>
<td>$292.43</td>
<td>&lt;br&gt;1 ea. Enter Net Price (subtract discount percent offered from Catalog price here)</td>
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<td>Discount</td>
<td>Net Price</td>
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<tr>
<td>27</td>
<td>Gamber Johnson: P/N DS-144 - MDC Base</td>
<td>1 ea.</td>
<td>$120.00</td>
<td>20%</td>
<td>$96.00</td>
</tr>
<tr>
<td>28</td>
<td>Gamber Johnson: P/N DS-LOWER-9 - Lower Pole Assy</td>
<td>1 ea.</td>
<td>$54.00</td>
<td>20%</td>
<td>$43.20</td>
</tr>
<tr>
<td>29</td>
<td>Gamber Johnson: P/N OADJ-UPPER-L - Upper Pole</td>
<td>1 ea.</td>
<td>$126.00</td>
<td>20%</td>
<td>$100.80</td>
</tr>
<tr>
<td>30</td>
<td>Gamber Johnson: P/N 7160-0284 - 4 motion attachment</td>
<td>1 ea.</td>
<td>$112.00</td>
<td>20%</td>
<td>$91.80</td>
</tr>
<tr>
<td>31</td>
<td>Gamber Johnson: P/N 7160-0318-02 - CF-31 Dock</td>
<td>1 ea.</td>
<td>$256.00</td>
<td>20%</td>
<td>$204.80</td>
</tr>
<tr>
<td>32</td>
<td>Lind: P/N CF-LNDDC120 - Power Supply</td>
<td>1 ea.</td>
<td>$135.00</td>
<td>0%</td>
<td>$135.00</td>
</tr>
<tr>
<td>33</td>
<td>B &amp; B Enterprise: P/N 225-2339-FT - TLO Box (44&quot; x 29&quot; x 13&quot;)</td>
<td>1 ea.</td>
<td>$157.50</td>
<td>10%</td>
<td>$141.75</td>
</tr>
</tbody>
</table>

Total Net extended prices from line 1 through line 33 (item group 2) $1,419.17

Add line item 1 through 33 net extended amounts. Enter total here

An Equal Employment Opportunity Agency
## Attachment B
### Price Sheet

**SOLICITATION NO:** ADPS15-00004473  
**PAGE:** 13  
**DPS Fleet Vehicle Up-fitting Services and Parts Purchase**

### Line Item 35

<table>
<thead>
<tr>
<th><strong>35a Enter Business Labor Rate Per Hour offered here $</strong></th>
<th><strong>$3,000.00</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>35b Enter the total number of hours to complete up-fitting installation services of line items 1 through 33 on 1 each 2013 Chevrolet 2500 HD crew cab; VIN #1GC1KXCG8DF233996 here:</strong></td>
<td><strong>50 hours</strong></td>
</tr>
<tr>
<td><strong>Multiply Line 35a price and 35b hours, Enter Total Price Here</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Line Item 36

**Subtotal Amount – Price Sheet Item Group 2 (add lines 34 and 35)**  
**$17,999.17**  
**Add Line Item 34 and 35 Enter Total Price Here**

**Grand Total Amount – Add subtotal Group 1 Line Item 47 and Subtotal Group 2 Line Item 36 Amounts – Enter Grand Total Here $**  
$30,457.03$

---

### ITEM GROUP 3 Pricing

**Actual Purchases made during the Contract terms shall be per Terms, Conditions, Scope of Work/Specifications and pricing awarded.**

<table>
<thead>
<tr>
<th><strong>Line Item</strong></th>
<th><strong>Description</strong></th>
<th><strong>Price</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All inclusive fixed labor rate per hour for contractor provided on-site services at DPS Fleet facility.</td>
<td>$60.00 Per Hour</td>
</tr>
</tbody>
</table>

---

An Equal Employment Opportunity Agency
ITEM GROUP 4:

Provide a discount percent off established catalog price that is equal to the discount % off of the equipment specified on the evaluation vehicles for the same product manufacturer (information purposes only). Check column 4 if unable to supply manufacturers listed.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Manufacturer's Catalog Name/No./Date</th>
<th>% Discount Offered</th>
<th>Check if unable to supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Signal (Red / Blue)</td>
<td>2/25/15</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Code 3 (Red / Blue)</td>
<td>2/25/15</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Sound Off Signal (Red / Blue)</td>
<td>2/25/15</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Whelen Engineering (Red / Blue)</td>
<td>PL15.0WD</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Maglite</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Streamlight</td>
<td>2/25/15</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Tremco</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laird</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Larsen</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Leer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B &amp; B Enterprises</td>
<td>2/25/15</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Setina</td>
<td>2/25/15</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Troy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jotto Desk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patrol Power</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terminal Supply Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brother Mobile Solutions</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Plastifab</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pro Gard</td>
<td>2/25/15</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>American Aluminum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Havis</td>
<td>2/25/15</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Gamber Johnson</td>
<td>2/25/15</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Cole Hersey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lind</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mouser Electronics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Watchguard Video</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ITEM GROUP 6:

Provide a discount percent off established catalog price from other manufacturers for DPS purchases on an as needed basis (information only). Check column 4 if unable to supply manufacturers listed.

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Manufacturer's Catalog Name/No./Date</th>
<th>% Discount</th>
<th>Check if unable to supply</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laser Technology</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Kustom Signal</td>
<td>2/25/15</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Stalker</td>
<td>2/25/15</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Decatur</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>L-3 Mobile Video</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Martel Video</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Panasonic Video</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Tomar (Red/Blue)</td>
<td>2/25/15</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Federal Signal Amber</td>
<td>2/25/15</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Whelen Amber</td>
<td>2/25/15</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>Code 3 (PSE Amber)</td>
<td>2/25/15</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Rigid Industries</td>
<td>11/21/14</td>
<td>25</td>
<td></td>
</tr>
<tr>
<td>Show Me</td>
<td>2/25/15</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Pelican</td>
<td>2/25/15</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>Premier Mounting Solutions</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>PCTEL</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Motorola</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Kenwood</td>
<td></td>
<td>0</td>
<td></td>
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<tr>
<td>U.S. Communications</td>
<td></td>
<td>0</td>
<td></td>
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<tr>
<td>Sti-Co</td>
<td></td>
<td>0</td>
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<tr>
<td>Tessco</td>
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<td>0</td>
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<tr>
<td>PVP Communications</td>
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<td>0</td>
<td></td>
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<tr>
<td>Panorama</td>
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<td>0</td>
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</tr>
<tr>
<td>Whyte Technical Sales</td>
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<td>0</td>
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</tr>
<tr>
<td>Copeland Engineering</td>
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<td>0</td>
<td></td>
</tr>
<tr>
<td>911 Circuits</td>
<td>2/25/15</td>
<td>25</td>
<td></td>
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<tr>
<td>Power Guardian</td>
<td></td>
<td>0</td>
<td></td>
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<tr>
<td>Grote</td>
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<td>0</td>
<td></td>
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<tr>
<td>Edison</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Dillblox</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Radiotronix</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Aimes (Power Inverters)</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Lund</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Weatherguard</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Highway Products Bed Inserts</td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Product</td>
<td>Quantity</td>
<td></td>
<td></td>
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<tr>
<td>-------------------------------</td>
<td>----------</td>
<td></td>
<td></td>
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<tr>
<td>ARE Camper Shells</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knaphide Service Bodies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Vault</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laser Technology</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Big Sky Racks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuffy Security Products</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ray Allen (K-9 Equipment)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patriot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laguna</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PTS - Prisoner Transport Solutions</td>
<td>2/25/15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ram Mounts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Viper (Alarms)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Attachment C
Designation of Confidential, Trade Secret & Proprietary Information

Solicitation No.: ADPS15-00004473
Title: DPS Fleet Vehicle Up-fitting Services and Parts Purchase

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of “trade secret” will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

All offerors must select one of the following:

- [x] My response does not contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- _____ My response does contain trade secret information because it contains information that:
  1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
  2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
  3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

If the State agrees with the proposer's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

<table>
<thead>
<tr>
<th>MHQ of AZ</th>
<th>Signature of Person Authorized to Sign</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Brian H. Shaw</td>
</tr>
<tr>
<td>1115 W Fairmont Dr.</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Address</td>
<td>Tempe, AZ 85282</td>
</tr>
<tr>
<td>City</td>
<td>Territory Sales Manager</td>
</tr>
<tr>
<td>State</td>
<td>Title</td>
</tr>
<tr>
<td>Zip</td>
<td>An Equal Employment Opportunity Agency</td>
</tr>
</tbody>
</table>
R2-7-103. Confidential Information

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:
   1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;
   2. The designated information is not confidential; or
   3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:
   1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
   2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.
Declaration

Has the Offeror/Firm been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Yes: ☐ No ☑
1. **Purpose:** DPS seeks to enter into a term type contract with qualified firms to provide as needed when needed fleet vehicle up-fitting services in accordance with the terms, conditions, scope of work/specifications, and pricing offered.

2. **Background:** DPS maintains a fleet of various makes and models of pursuit and support vehicles most of which require initial, reconfiguration/modification, repair, disassembly and other related vehicle up-fitting services. The estimated number of vehicles requiring these services is approximately 200 annually. Quantities referenced are annual estimates only; no guarantee as to actual quantities is expressed or implied.

3. **Brand Name Type Specification:** This solicitation contains Brand Name type specifications as specifically authorized under Arizona Administrative Code (A.A.C.) R2-7-403 for the parts, components and assemblies specified herein.

4. **Vehicle Types:** Various makes, models and years of cars, trucks and Jeeps to include, but not limited to, Ford, Chevrolet, Dodge, Chrysler, Toyota, Nissan, and BMW and Honda motorcycles.

5. **Utilization of services/parts purchase, no guarantee:** Although DPS anticipates routine use of services under the contract; no commitment of any kind concerning actual utilization of services is expressed or implied.

4.1 DPS shall reserve the right to purchase any line items listed or contained in established catalogs awarded as part of an up-fit task order or direct purchase during the contract term.

6. **Scope of Work/Specifications:** Contractor shall furnish all labor, labor burdens, equipment, tools, materials, accessories, parts, components, transportation, services, permits, insurance, per diem, all applicable taxes, and all other items of expense required to provide:

6.1 Vehicle up-fitting services in accordance with terms, conditions and pricing specified in the Contract;

6.2 Supply parts, components and assemblies without up-fitting services in accordance with discount off catalog pricing specified on Price Sheet Attachment B Item Group 4 and 5; and/or

6.3 Contractor provided “on-site” at DPS Fleet Facility, optional up-fitting services in accordance with terms, conditions and pricing specified.

7. **General Specifications:** Contractor Shall:

7.1 Have all services performed by qualified/experienced technicians and personnel;

7.2 Perform and complete all services in accordance with all applicable industry, best practice, OEM vehicle, OEM equipment, specifications and standards as well as any DPS supplied specifications and DPS/Fleet authorized task orders;

7.3 At DPS/Fleet request, pick up and deliver DPS vehicles to DPS Fleet Facility at 2610 S. 16th Street, Phoenix, AZ 85034 (upon completion and buyoff by DPS);

7.4 Maintain, secure and store all DPS vehicles under its care and custody to prevent damage, vandalism and theft;
7.5 Upon completion of services, clean, wash exterior and make ready for DPS buy off (i.e. removal of excess grease/lubricants, finger/handprints, vacuum vehicle’s interior and trunk areas, etc.) of all vehicles;

7.6 Be open for business during normal business hours, Monday through Friday (excluding state holidays);

7.7 Complete all installations within mutually agreed upon written timeframes;

7.8 Upon request, provide quotes for the purchase of parts, components and assemblies without up-fitting services in accordance with terms, conditions and pricing specified in the Contract.

8. **Technical Specifications:** Contractor shall:

8.1 Install all required antenna NMO mounts with rain caps for laptop computer systems; GPS and the radio systems with rain caps. All antenna installs shall be made weatherproof per OEM specifications. Antennas, if specified, shall be shipped loose in vehicle(s);

8.2 On all fifty (50) amp or higher circuits, in addition to crimping the wire terminals, also solder all terminals to reduce intermittent shorts caused by, but may not be limited to, road vibration. Soldered connectors shall also be of the seamless variety and be shrink-wrapped for environmental protection;

8.3 Have all wiring run in protective wire loom(s) and be secured through the use of wire clamps and/or plastic nylon tie wraps;

8.4 In the event that DPS/Fleet provides wiring diagram schematics for specific up-fitting requirements, Contractor shall wire all associated vehicles according the wiring diagram schematics. Any proposed revisions to DPS/Fleet wiring diagrams shall be requested in writing and preapproved in writing by DPS/Fleet.

9. **Task Order Scope of Work Requests (“TOSOWR”):** DPS/Fleet may, at its sole option, issue an individual TOSOWR to a single Contractor or multiple Contractors of its selection for TOSOWR’s anticipated to be under $10,000.00. TOSOWR’s anticipated to be over $10,000.00 shall be issued to multiple Contractors in accordance with the Scope of Work/Specifications of this Contract. TOSWR’s shall be issued on an as needed when needed basis. Individual TOSOWR’s shall specify the following:

9.1 Description of the type of services (i.e. scope of work) to be performed;

9.2 Vehicle type (DPS vehicle No., year, make, model and VIN #);

9.3 Parts, components and assemblies required for up-fitting;

9.4 Completion date for services; and

9.5 Any other requirements specific to the TOSOWR.

10. **Task Order Offers:** Upon receipt of individual TOSOWR’s, Contractor(s) shall submit a task order offer on or before the date specified on TOSOWR. Offered pricing under a task order offer shall be all inclusive for completion of the task order. Task order offers shall also, at a minimum:

10.1 Provide a detailed plan and schedule to complete the TOSOWR;

10.2 Specify the contract hourly rate multiplied by the total number of hours required to complete the TOSOWR;

10.3 Specify net pricing (inclusive of all applicable discounts) for all parts, components and assemblies supplied by the Contractor and specified in TOSOWR; and
10.4 All costs associated with responding to a TOSOWR shall be borne by the Contractor(s).

11. **Task Order Offers; Review/Acceptance:** Upon receipt and review of individual task order offers, DPS/Fleet may select the individual task order offer determined to be fair and reasonable and in the best interest of DPS for the specified task (selections may include, but may not be limited to, lowest all inclusive price offered, proposed schedules for completion of the specified task, offered resources and project start dates). Task Order Offers accepted shall be signed by both parties.

12. **Task Order Revisions:** DPS/Fleet may allow for revisions to individual task order offers in the event of unforeseen circumstances. Should DPS/Fleet determine that revisions to original task order offers are necessary, Contractor shall provide the following:
   12.1 Written documentation detailing the additional tasks, schedules and basis (specific reasons) for the revisions;
   12.2 All pricing (hourly rate times the fixed number of hours) required to perform the revised up-fitting services specified;
   12.3 Net pricing (inclusive of all applicable discounts) for all parts, components and assemblies supplied by the Contractor/required to perform the revised up-fitting services specified; and
   12.4 Revision documentation shall be mutually agreed upon and signed by both parties.

13. **Approval, Inspection and Buy Off of Services:** DPS/Fleet shall have the final authority to:
   13.1 Perform final inspection and buy off of services.
      13.1.1 All rework that may be needed as a result of DPS/Fleet inspections shall be immediately corrected, with all costs borne by the Contractor.

14. **Contractor Provided “ON-SITE” (DPS Fleet Facility) Optional Up-fitting Services:** On-site up-fitting services are those services provided as needed when needed by the Contractor at DPS Fleet Services, 2610 South 16th Street, Phoenix, AZ 85034. When needed, Contractor shall:
   14.1 Provide qualified/experienced technicians and personnel to perform specified services at the hourly labor rate specified in price sheet category 3 of the Contract;
   14.2 Perform and complete all services in accordance with all applicable industry, best practice, OEM vehicle, OEM equipment, specifications and standards as well as any DPS supplied specifications and task orders;
      14.2.1 Up-fitting services shall be those performed under Scope of Work/Specification paragraphs 7 through 8;
      14.2.2 Contractor shall not be entitled to any costs, such as, but may not be limited to, times relating to travel to and from DPS/Fleet and/or any times when on-site Contractor (i.e. all on-site personnel) is not working under DPS/Fleet issued task orders.
      14.2.3 All on-site Contractor personnel shall be subject to Criminal history records, fingerprint background clearance and drug screening in accordance with Contract Section 4 Special Terms and Conditions.

15. **Purchase of parts, components and assemblies:** DPS shall have the ability to purchase parts, components and assemblies without up-fitting service contained in contracted established catalogs at the contracted discounted rates on an as needed when needed basis. Purchases shall be supported by a DPS issued direct release purchase order(s).

An Equal Employment Opportunity Agency
1. **Authority to Contract:** This contract is issued under the authority of DPS. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of DPS Purchasing Department's Chief Procurement Officer or authorized designee in the form of an official contract amendment. Any attempt to alter any documents on the part of DPS or the contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

2. **Eligible Agencies:** DPS.

3. **Contract Type:** Firm fixed price term, task order (labor and parts) and discount percent (%) off established catalog type purchase contract.

4. **Utilization of services, no guarantee:** Although DPS anticipates routine services and purchases to be made under the contract; no commitment of any kind concerning actual utilization of the contract is expressed or implied.
   4.1 DPS shall reserve the right to purchase any line items listed or contained in established catalogs awarded as part of an up-fit task order or direct purchase during the contract term.

5. **Non-Exclusive Contract:** This is a non-exclusive contract. DPS shall reserve the right, at its sole discretion to obtain like goods or services from another source or sources when necessary.

6. **Term of Contract:** The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

7. **Contract Extension (Months):** By mutual written contract amendment, this contract may be extended for supplemental periods of up to a maximum of 48 months, for a total contract term not to exceed five (5) years.

8. **FOB Destination:** Contract pricing shall be F.O.B. Destination to the delivery location specified herein. All pricing shall be firm, fixed and inclusive of all freight, delivery, unloading and all other costs incidental to the products/services purchased. Contractor shall retain title and control of all goods/services until they are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor.

9. **Ordering Process:** DPS may purchase the specific material and/or services through contract direct release purchase orders issued by DPS to the Contractor. No deliveries of purchased parts or work shall be performed without a duly authorized/issued purchase order(s). Any and/or all DPS/Fleet authorized task orders shall be supported by existing direct release purchase orders (see section 3 Scope of Work/Specifications for the task order process).

   Any attempt to represent any material and/or service not specifically awarded under the Contract is a violation of the contract and the Arizona Procurement Code. Any such action shall be subject to all legal and contractual remedies available to the state inclusive of, but not limited to, Contract termination, cancellation, suspension and/or debarment of the Contractor.

10. **Billing:** The Contractor shall submit invoices for services rendered under individual task orders and/or direct release purchase orders to the address that appears on the contract release purchase order.
order as the bill to address. All billing notices/invoices shall contain:
- Contractors Name and Service Location Address;
- The Contract Number and appropriate Contract Release/Purchase Order Number;
- Contractors Remittance Address;
- A statement of charges along with a copy of the applicable DPS authorized task order(s).
- Vehicle number and/or license plate number.

11. **Payments**: DPS shall process invoices for prompt payment in accordance with the standard operating procedures of the state. All payments shall be made in arrears.

12. **Key Personnel**: Contractor shall provide an adequate number of appropriately qualified and authorized individuals dedicated to the successful performance of the Contract. Contractor shall at a minimum, designate those specific Key Personnel required by the State, along with all other Key Personnel who will support Contractor’s performance of the services described herein.

13. **Licensing**: Contractor(s) performing work within the State of Arizona shall, if applicable be properly licensed for the Scope of Work in which they are contracting.

14. **Warranty Requirements**: All workmanship and materials provided under the contract shall be warranted for a minimum of one (1) year or as per OEM warranties whichever is greater.

15. **Safety Standards**: All items and/or services 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. The contractor shall comply with all local, state and federal laws in effect for conducting its business during the term of the contract. Additionally the contractor shall maintain policies and procedures relating to fire safety and other safety issues during the term of the contract. The Contractor shall make all such policies and procedures available DPS for inspection upon request. Failure to maintain such policies and procedures or failure to make them available to DPS for inspection may result in cancellation of the contract.

16. **Routine Inspections**: Contractor shall permit DPS to conduct, without prior notice, a thorough inspection of Contractor’s business records and/or facilities for any work performed under the contract. Records inspections may be performed at the Contractor’s place of business or at DPS. Failure to comply with this may result in contract termination.

17. **INDEMNIFICATION CLAUSE**: Contractor shall indemnify, defend, save and hold harmless the State of Arizona, the DPS and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration
of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

18. Insurance Requirements: Upon notice by DPS, the successful Offeror shall complete and submit a certificate of insurance in accordance with the requirements established herein within 5 days of notification or as specified in the notice. The completed certificate of insurance shall be in the possession of the Arizona DPS (DPS) Purchasing unit before the awarding of a contract.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage 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.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Damage to Rented Premises $50,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

   b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
2. Business Automobile Liability
   Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in
   the performance of this Contract.
   
   • Combined Single Limit (CSL) $1,000,000
     
     a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to
        include the following additional insured language: “The State of Arizona, and
        its departments, agencies, boards, commissions, universities, officers,
        officials, agents, and employees shall be named as additional insureds with
        respect to liability arising out of the activities performed by or on behalf of
        the Contractor, involving automobiles owned, leased, hired or borrowed by
        the Contractor.” Such additional insured shall be covered
        to the full limits of
        liability purchased by the Contractor, even if those limits of liability are in excess
        of those required by this Contract.
     
     b. Policy shall contain a waiver of subrogation endorsement (Blanket
        Endorsements are not acceptable) in favor of the “State of Arizona, and its
        departments, agencies, boards, commissions, universities, officers,
        officials, agents, and employees” for losses arising from work performed by or
        on behalf of the Contractor.
     
     c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

   • Workers’ Compensation Statutory
   
   • Employers’ Liability
     
     Each Accident $1,000,000
     Disease – Each Employee $1,000,000
     Disease – Policy Limit $1,000,000

   a. Policy shall contain a waiver of subrogation endorsement (Blanket
      Endorsements are not acceptable) in favor of the “State of Arizona, and its
      departments, agencies, boards, commissions, universities, officers,
      officials, agents, and employees” for losses arising from work performed by or
      on behalf of the Contractor.

   b. This requirement shall not apply to: Separately, EACH contractor or
      subcontractors exempt under A.R.S. § 23-901, and when such contractor or
      subcontractor executes the appropriate waiver (Sole Proprietor/Independent
      Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (Blanket
   Endorsements are not acceptable) to include, the following provisions:

   1. The Contractor’s policies shall stipulate that the insurance afforded the Contractor shall be
      primary insurance and that any insurance carried by the Department, its agents, officials,
      employees or the State of Arizona shall be excess and not contributory insurance, as
      provided by A.R.S. § 41-621 (E).

   2. Coverage provided by the Contractor shall not be limited to the liability assumed under the
      indemnification provisions of this Contract.
C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to DPS and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to DPS. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

19. **Criminal History Records/Fingerprint Background Clearance and Drug Screening:** All proposed, new, replacement and/or subcontract personnel designated to work “on site” shall be subject to:
   - A DPS and/or alternate law enforcement agency criminal history records clearance review;
   - A DPS and/or alternate law enforcement agency fingerprint clearance review;
   - A DPS initiated drug screen/testing and clearance review.

All administrative, processing, testing, travel, per diems and all other related costs shall be borne by the Contractor.
All proposed on-site Contract personnel and/or subcontract personnel shall:

- Complete and submit a DPS confidential background/drug screening questionnaire/affidavit form;
- Produce picture identification, such as a current state-issued driver’s license to validate the individual’s identity (required at time of fingerprinting/drug screening);
- Be subject to being fingerprinted;
- Be subject to drug screening.

Upon review of individual results, DPS shall issue either an “Eligible to Work” or “Not Eligible to Work” determination to the Contractor and Contract Coordinator for that individual. Examples of areas that may result in “not eligible to work” determinations are, but may not be limited to, certain:

- Felony convictions;
- Misdemeanor convictions (not including traffic or parking violations);
- Outstanding warrants (including traffic and parking violations);
- Current parole or probation statutes;
- Current law enforcement investigative statutes; and
- Driving history reports.

In accordance with state law, all information obtained by these services shall not be divulged to any individual, employer or unauthorized party. Contractor and Contract Coordinator shall only be advised of an individual’s “Eligible to Work” or “Not Eligible to Work” status. Determinations shall be made on a case-by-case basis and shall be final. DPS Human Resource bureau will assist the Contractor with testing facility locations times. Although every effort will be made to minimize Contractor travel and processing times, no timeframes are expressed or implied. DPS may also, at its sole discretion, request additional annual and/or periodic clearance reviews of onsite Contract personnel. All associated costs shall be borne by the Contractor.

20. **Price Adjustment (Annual):** DPS may review a fully documented request for a price increase at the time of contract extension only (annual). A requested increase shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product/service contractually covered. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process.

All written requests for price adjustments made by the Contractor shall be initiated 120 days in advance of the contract extension date to allow DPS Procurement sufficient time for evaluation and disposition of the request. DPS, at its sole discretion shall determine whether the requested price increase or an alternate option is in the best interest of the State.

21. **I.T. 508 Compliance:** Unless specifically authorized in the contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. § 41-2531 and 41-2532 and Section 508 of the Rehabilitation Act of 1973, which required that employees and members of the public shall have access to and use information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

22. **Illegal/Non-Prescription Drugs, Alcohol and Weapons:** Illegal/non-prescription drugs, alcohol and weapons (of any type) are not permitted on DPS property (land or building). Any Contractor or Contractor employee possessing illegal/non-prescription drugs, alcohol and/or weapons (of any type) on DPS property shall be immediately removed from the property and not be allowed future access. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract termination, suspension, and/or debarment of the Contractor.
1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. "Contractor" means any person who has a Contract with the State.

1.5. "Days" means calendar days unless otherwise specified.

1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona
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2.2. **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;
2.3.2. Uniform Terms and Conditions;
2.3.3. Statement or Scope of Work;
2.3.4. Specifications;
2.3.5. Attachments;
2.3.6. Exhibits;
2.3.7. Documents referenced or included in the Solicitation.

2.4. **Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

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

2.7. **No Waiver.** Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. **Contract Administration and Operation**

3.1. **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. **Non-Discrimination.** The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
3.3. **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the
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express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to
collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker’s Compensation.

4.3.4. **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. **Contract Changes**

5.1. **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

An Equal Employment Opportunity Agency
6.1. **Risk of Loss**: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. **Indemnification**

6.2.1. **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. **Public Agency Language Only** Each party (as ‘indemnitor’) agrees to indemnify, defend, and hold harmless the other party (as ‘indemnitee’) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. **Indemnification - Patent and Copyright** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. **Force Majeure**

6.4.1 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. **Force Majeure shall not include the following occurrences:**

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;
6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
7.4. **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.6.1. **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. **State's Contractual Remedies**

8.1. **Right to Assurance.** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State’s option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. **Stop Work Order.**

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
8.3. **Non-exclusive Remedies.** The rights and the remedies of the State under this Contract are not exclusive.

8.4. **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. **Right of Offset.** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor’s non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

9.1. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. **Gratuities.** The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. **Suspension or Debarment.** The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submission of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. **Termination for Convenience.** The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as
directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.
The following changes are hereby incorporated into solicitation ADPS15-00004473, DPS Fleet Vehicle Up-Fitting Services and Parts Purchase

***********************************************************************

ATTACHMENT B PRICE SHEET ITEM GROUP 2: Line items 13, 17 and 23 are deleted in their entirety and replaced as follows:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Part Number/Description</th>
<th>Qty</th>
<th>Established Catalogue Unit Price</th>
<th>Discount % Off Catalogue Price</th>
<th>Net Price</th>
<th>Net Extended Price</th>
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</thead>
<tbody>
<tr>
<td>13</td>
<td>WatchGuard: P/N 4RE-STD-GPS-RV2 Camera System: Single system inclusive of 2 cameras, both facing forward, 1 at 30 degrees to the right.</td>
<td>1 ea.</td>
<td>$__________</td>
<td>% Enter discount percent (%) off Catalogue Price here</td>
<td>$__________</td>
<td>$__________</td>
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<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
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<td>Enter Established Catalogue Price here</td>
<td></td>
<td>Enter net price times qty here</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Cole Hersey: P/N 58328-01 Red Lens – Lighted master switch</td>
<td>1 ea.</td>
<td>$__________</td>
<td>% Enter discount percent (%) off Catalogue Price here</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
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<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td>Enter Established Catalogue Price here</td>
<td></td>
<td>Enter net price times qty here</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Leer: P/N 700 with key lock and wired remotely to the driver’s door lock/unlock switch (Painted White) – Tonneau Cover</td>
<td>1 ea.</td>
<td>$__________</td>
<td>% Enter discount percent (%) off Catalogue Price here</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td></td>
<td>The Brand name and part number specified is for evaluation purposes – Alternate brand names/part numbers offered under this line item shall not be considered.</td>
<td></td>
<td>Enter Established Catalogue Price here</td>
<td></td>
<td>Enter net price times qty here</td>
<td></td>
</tr>
</tbody>
</table>

All other provisions of the Solicitation shall remain in their entirety.
EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
MHQ, INC., D/B/A
MHQ OF ARIZONA

[Quote]

See following pages.
### Quote

**MHQ of Arizona**  
**635 W Elliot Rd**  
**Tempe AZ 85284**  
**800-299-1804**

#### Name / Address
Chino Valley Police Department  
1950 VOSS DR, #301  
Chino Valley, AZ 86323  
Randy Chapman

#### Ship To
Chino Valley Police Department  
1950 VOSS DR, #301  
Chino Valley, AZ 86323  
Randy Chapman

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<table>
<thead>
<tr>
<th>Rep</th>
<th>Phone</th>
<th>Fax</th>
<th>Office Hours</th>
<th>Visit our Website</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom</td>
<td>(480) 498-5105</td>
<td>(480) 361-7716</td>
<td>7am to 4pm M-F</td>
<td><a href="http://www.mhqwest.com">www.mhqwest.com</a></td>
<td>2019 K9 PI Utility</td>
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</table>

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<tr>
<th>Item</th>
<th>MFG</th>
<th>Description</th>
<th>Qty</th>
<th>MSRP</th>
<th>Cost</th>
<th>Total</th>
</tr>
</thead>
</table>
| Build  | Build | Contact Name: Randy Chapman  
Contact Number: 928-636-4223 ext.1273  
e-mail: rchapman@chinoaz.net  
Vehicle/Year: 2019 PI Utility  
Type: K9 With prisoner transport |     |      |      |       |
| BK0534ITU16 | Setina | Push Bumper Ford Interceptor Utility 2016+ | 1   | 389.00 | 272.00 | 272.00T |
| EMPS1STS1R | Soundoff | *Driver side grille light*  
mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class I & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Red. | 1   | 120.00 | 66.00 | 66.00T |
| EMPS1STS1B | Soundoff Si... | *passenger side grille light*  
mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class I & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Blue. | 1   | 120.00 | 66.00 | 66.00T |
<p>| ES100C | Fedsg | 'DynaMax 100W High output speaker. Class A. | 1   | 315.00 | 173.25 | 173.25T |
| ESB-U  | Fedsg | Universal ES100C speaker bracket. | 1   | 40.00  | 22.00  | 22.00T |</p>
<table>
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<th>Total</th>
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<tbody>
<tr>
<td>ETHFSS-SP</td>
<td>Sound Off S...</td>
<td>&quot;Select-A-Pattern Headlight Flasher, Solid State w/ 18&quot; wire leads (compatible w/ 2016+ Ford PI Utility) 9.5 amp&quot;</td>
<td>1</td>
<td>70.00</td>
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<td>38.50T</td>
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<td>ENT2B3RBW</td>
<td>Soundoff</td>
<td><em>undermirror lights</em> Intersector Under Mirror Mount, Black Housing, 18 LEDs, Tri Color - Red/Blue/White.</td>
<td>2</td>
<td>298.00</td>
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<td>327.79T</td>
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<td>VALR44S-TX2</td>
<td>Federal Signal</td>
<td>44&quot; Valor, Police 2-color, includes choice of HKB, no interface module</td>
<td>1</td>
<td>4028.00</td>
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<td>HKB-FPIU13-44</td>
<td>KIT,HOOK,13 FPIU,44&quot; BARS</td>
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<td>43884</td>
<td>Tessco</td>
<td>LARSEN 152-162 MHz unity gain 1/4 wave chrome pre-tuned antenna</td>
<td>1</td>
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<td>18.92T</td>
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<td>LARNMOKHFUDF...</td>
<td>25' High Frequency Coax with FME Connector</td>
<td></td>
<td>1</td>
<td>25.72</td>
<td>25.72T</td>
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<td>ECVDMLTAL00</td>
<td>Sound Off S...</td>
<td><em>Drivers compartment domelight</em> White/Red All LED Domelight-Universal</td>
<td>1</td>
<td>81.00</td>
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<td>SI340TK06</td>
<td>Secure Idle</td>
<td>Secure Idle Late Model Tahoe</td>
<td>1</td>
<td>149.25</td>
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<td>SSP3000B</td>
<td>Federal Signal</td>
<td>Smart Siren Platinum 3000</td>
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<td>1,027.95</td>
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<tr>
<td>AAM01JQH9JC1N</td>
<td>Motorola</td>
<td>CM300D VHF, 136-174 MHz, 45W, 99 Channels, w/ Display, Analog</td>
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<td>759.00</td>
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<td>581.96T</td>
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<td>RSN4001A</td>
<td>Motorola</td>
<td>External Speaker 13W</td>
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<td>66.00</td>
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<tr>
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<tbody>
<tr>
<td>CC-FDUV-14-HC</td>
<td>Troy</td>
<td>Troy 14&quot; FORD PI UV SLOPED CONSOLE w/DECK &amp; WIRE HOLES (7&quot;S/7&quot;L) (2012-14)</td>
<td>1</td>
<td>420.00</td>
<td>273.00</td>
<td>273.00T</td>
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<td>FP-CM300</td>
<td>Troy</td>
<td>2&quot; Face Plate, Motorola CM-300.</td>
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<td>0.00</td>
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<td>0.00T</td>
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<td>FP-PLATNUM</td>
<td>Troy</td>
<td>4&quot; FedSig SSP-3000 faceplate.</td>
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<td>0.00</td>
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<td>FP-USB-2DC</td>
<td>Troy</td>
<td>DC Outlet/USB Module Face Plate.</td>
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<td>AC-INBHIG</td>
<td>Troy</td>
<td>4&quot; internal dual beverage holder. Remove top and use it as 4&quot; open storage compartment.</td>
<td>1</td>
<td>52.50</td>
<td>34.12</td>
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<td>FP-BLNK1</td>
<td>Troy</td>
<td>1&quot; Blank faceplate</td>
<td>2</td>
<td>0.00</td>
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<td>MMBP-25</td>
<td>Magnetic Mic</td>
<td>Magnetic Mic Single Unit.</td>
<td>2</td>
<td>34.95</td>
<td>26.25</td>
<td>26.25T</td>
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<td>AC-ARMMNT-58</td>
<td>Troy</td>
<td>Troy HEIGHT ADJUSTABLE FOAM ARM REST (5&quot;x8&quot;) Bolts to Console Rear</td>
<td>1</td>
<td>162.75</td>
<td>105.78</td>
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<td>7010-3001-F</td>
<td>B&amp;B Enterp...</td>
<td>Single Gun Rack, Weapon Armour® - NO High Security Guard / Freestanding / AR Style Only (Universal).</td>
<td>1</td>
<td>236.25</td>
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<td>Item</td>
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<td>Total</td>
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<tr>
<td>ER1H425BM408N3</td>
<td>Durabook</td>
<td>Durabook R11, IP65, Intel Core i5-5200U 2.2GHz, 8GB DDR3, 128GB SSD, 11.6” FHD LCD (1920x1080) with Capacitive Multi-Touch Sunlight Readable Screen, X-Strap, Anti-Glare Screen Protector film, Stylus Pen and Tether, 802.11 a/b/g/n/ac Wireless, Bluetooth 4.0, 4130mAh Battery, AC Adapter and Power Cord, TPM 2.0, 5MP Rear Camera &amp; FHD Webcam, RF Pass-Thru (WWAN/GPS), Gobi 5000 4G LTE with GPS, Windows 10 Professional 64-bit, 3-Year DURABOOK &quot;Peace Of Mind&quot; (POM) Warranty Coverage</td>
<td>1</td>
<td>2637.00</td>
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<td>DC-GT1950-4645</td>
<td>Durabook</td>
<td>LIND 12-16V Car Adapter-with 180 degree connector and 72&quot; cable-Bare Wire</td>
<td>1</td>
<td>110.00</td>
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<td>PMT-DOCK-R11-EX</td>
<td>Durabook</td>
<td>PMT Expanded Vehicle Dock with RF Pass-Thru (Car Adapter sold separately)</td>
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<td>749.00</td>
<td>719.00</td>
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<td>PKG-KB-201</td>
<td>Havis</td>
<td>Havis Rugged Keyboard and Keyboard Mount (Patent Pending) System.</td>
<td>1</td>
<td>619.26</td>
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<td>C-MD-312</td>
<td>Havis</td>
<td>Heavy Duty Computer Monitor / Keyboard Mount and Motion Device</td>
<td>1</td>
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<td>C-SM-SA</td>
<td>Havis</td>
<td>Universal Mounting Brackets For Angled Console</td>
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<td>47.59</td>
<td>33.31</td>
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<td>EZPF_-_ I.SUV</td>
<td>American A...</td>
<td>Ez Rider K9 platform for a 2019 Ford Interceptor SUV. Includes window guards and door panels K(exits on Driver side</td>
<td>1</td>
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<td>2,158.75</td>
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<td>Water Dish</td>
<td>American A...</td>
<td>Water Dish.</td>
<td>1</td>
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**MHQ of Arizona**  
635 W Elliot Rd  
Tempe AZ 85284  
800-299-1804  

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<tr>
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**Name / Address**  
Chino Valley Police Department  
1950 VOSS DR, #301  
Chino Valley, AZ 86323  
Randy Chapman

**Ship To**  
Chino Valley Police Department  
1950 VOSS DR, #301  
Chino Valley, AZ 86323  
Randy Chapman

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<table>
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<tr>
<th>Rep</th>
<th>Phone</th>
<th>Fax</th>
<th>Office Hours</th>
<th>Visit our Website</th>
<th>Project</th>
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<tbody>
<tr>
<td>Tom</td>
<td>(480) 498-5105</td>
<td>(480) 361-7716</td>
<td>7am to 4pm M-F</td>
<td><a href="http://www.mhqwest.com">www.mhqwest.com</a></td>
<td>2019 K9 PI Utility</td>
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<td>Fan Kit</td>
<td>American A...</td>
<td>EZ Fan Kit, Fan Guard and Switch. <em>prisoner compartment dome light</em> Interior Cargo/LED Dome Light, Flush Surface Mount w/ Grey Base, 6” x 3” - White LEDs.</td>
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<td>ECVDMLTST4G</td>
<td>Sound Off</td>
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<td>1</td>
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<td>CSP</td>
<td>CSP</td>
<td>Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at $60.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: (New) Ray Allen Heat alert system</td>
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<td><em><strong>Rear of vehicle</strong></em> Ford Interceptor Utility Spoiler Bracket Kit</td>
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<td>911 Circuits</td>
<td>Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs. (full size) 20 Ft. with timer, bracket, circuit breaker.</td>
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<td>Bussman high amp circuit breaker (150 amp) Type III switchable circuit breaker</td>
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<td>EVT Certified Installation Labor Misc Shop Supplies and Materials</td>
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Please contact Tom VanNess with any questions, (480) 375-1276. Thank you for your business!

<table>
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<tr>
<th>Item</th>
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Subtotal $18,896.97

Sales Tax (8.1%) $1,195.64

Total $20,092.61
AGENDA ITEM TITLE:
Consideration and possible action to authorize the Police Department to apply for a Government of Highway Safety (GOHS) grant. (Chuck Wynn, Police Chief)

RECOMMENDED ACTION:
Authorize Police Department to apply for a Government of Highway Safety (GOHS Grant).

SITUATION AND ANALYSIS:
Each year the CVPD applies for and receives grant funds from the Government of Highway Safety (GOHS). This year we would like to request funds for Police Traffic Services. This will allow us to purchase more speed signs to put up at school zones and overtime for officers to perform selective traffic enforcement on speeding, seat belts and aggressiver/reckless driving.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code: Available:
Funding Source: 

Attachments

GOHS Application
Town Council Regular Meeting

Meeting Date: 03/12/2019

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to accept the February 12, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Accept the February 12, 2019 regular meeting minutes.

Attachments

January 22, 2019 minutes
The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, February 12, 2019.

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Lon Turner

Absent: Councilmember Annie Perkins

Staff Present: Town Attorney Andrew McGuire (electronically); Finance Director Joe Duffy; Police Chief Chuck Wynn; Public Works Director/Town Engineer Frank Marbury; Planner Alex Lerma; Customer Service Manager JoAnn Brookins; Code Compliance Officer David Jaime; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Presentation of Lifesaving Award to Officer Newton and Commendation to Officer Sellers. (Chuck Wynn, Police Chief)

Chief Wynn presented Certificates of Commendation and Lifesaving Awards to Officer Newton for her actions that saved an overdose victim’s life and to Officer Sellers for administering lifesaving CPR actions to an accident victim.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.
a) Request for clarification about whether or not proposed property tax dollars will be spent on roads created by land divisions, and what the Town intended to do about drainage issues associated with such roads as well as between properties.

Mayor Croft reported that:
- Current code did not require paving on lot split easements unless the road was dedicated and paved to current Town standards. Easements would not be maintained by the Town, so no property tax money would go toward them. The tax money would be used for the overall maintenance of the network of town roads.
- The Town had a flood prevention ordinance. There were always drainage concerns and issues, and those issues would be handled separately. The ballot measure was for road maintenance only.
- Pro/con statements for the voter information pamphlet were due to the City Clerk by February 20, 2019.

b) Comments regarding concerns about a proposed zone change near 2.5 acre minimum properties, water supply, screening, traffic, a protected wash, and discrepancies in the number of stated units.

Mayor Croft reported that:
- The Town did not regulate wells. Concerns regarding water and wells should be directed to the Arizona Department of Water Resources. The owners were required to have a certificate of assured water supply.
- All properties within the Town needed to abide by the noise regulations in Town Code, Title XIII, Chapter 131.
- The applicant of the duplexes on Center Street had agreed to erect a block wall instead of a chain-link fence.
- The area the duplexes would be located was a mix of medium and low density residential and commercial land uses. The General Plan map designated the area as commercial and multi-family residential.
- Drainage plans would be required and any off-site flows that currently entered the property would need to be accounted for and released at the natural and historic rates.
- The Center Street Duplex project consisted of nine duplexes comprised of 18 individual residences.
- Per a 2018 report, current traffic rates on Center Street were approximately 2,000 plus vehicles per day. A traffic statement by the developer’s engineer confirmed that the development would create a one percent increase in traffic volume, and it was determined there no improvements were needed at the intersection of Highway 89.

5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a) Status reports by Mayor and Council regarding current events.

Mayor Croft reported on the next community outreach meeting at Overflow Coffee on February 20.
b) Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.

c) Quarterly status report on residential and commercial building permits, code compliance matters, and UDO rewrite. (Joe Duffy, Finance Director)

Joe Duffy reviewed building permit and generated revenue statistics from 2015-2018. Key points were:

- The average number of homes built and generated revenue remained consistent the last couple of years.
- The General Fund sales tax collection increased in 2018, due to the lapse in reporting 2017 sales tax for building activity that was reflected when developers’ homes sales actually closed.
- The Code Enforcement Cleanup Campaign had started. Staff had performed approximately 25 commercial courtesy inspections, sent out 250 residential campaign letters, and developed a notification doorhanger and multipart inspection form. He commended JoAnne Bookins for her efforts on this campaign.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to accept the Consent Agenda as written.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Lon Turner

PASSED - Unanimously

a) Consideration and possible action to continue the following item to the March 26, 2019, Regular Meeting per the applicant's request: Adoption of Ordinance 2019-856 to rezone 12.35 acres (approx. 535,788 sq. ft.) of real property, Assessor's Parcel No. 306-14-003S, located approximately .25 mile east of the southeast corner of North Road 1 West and West Road 4 North at 683 West Road 4 North from SR-1 (Single Family Residential-1 acre minimum) zoning district to CL (Commercial Light) zoning district to allow wholesale nursery. (Owner of Record: Donald K. Cox and Catherine Cox) (Alex Lerma, Planner)

b) Consideration and possible action to continue the following item to the March 26, 2019, Regular Meeting per the applicant's request: Approval of a Conditional Use Permit (CUP18-006) for 12.35 acres (approx. 535,788 sq. ft.) of real property, Assessor's Parcel No. 306-14-003S, located approximately .25 miles east of the southeast corner of North Road 1 West and West Road 4 North at 683 West Road 4 North to allow the existing single family residential use within the CL (Commercial Light) zoning district. (Owner of Record: Donald K. Cox and Catherine Cox) (Alex Lerma, Planner)
c) Consideration and possible action to approve the First Amendment to the Agreement for Professional Services, dated August 8, 2017, between the Town of Chino Valley and Kimley-Horn and Associates, Inc. for additional services related to the Solids Drying Beds Project in the not-to-exceed amount of $13,540. (Frank Marbury, Public Works Director/Town Engineer)

d) Consideration and possible action to appoint applicants to the Planning and Zoning Commission, Board of Adjustment, Parks and Recreation Advisory Board, and Industrial Development Authority per recommendation of the Appointments Subcommittee. (Jami Lewis, Town Clerk)

e) Consideration and possible action to accept the January 15, 2019, study session minutes. (Jami Lewis, Town Clerk)

f) Consideration and possible action to accept the January 22, 2019, regular meeting minutes. (Jami Lewis, Town Clerk)

7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a) Consideration and possible action to adopt two ordinances relating to property maintenance matters in the Unified Development Ordinance (UDO) and Town Code as follows:
(1) Adopt Ordinance No. 2019-862 amending the UDO by deleting Sub-subsection 1.11.10 Abatement of Hazards to Public Health and Safety and Civil Sanctions Pursuant to A.R.S. §9-499, and amending Sub-subsection 1.6.2. Powers and Duties [of the Zoning Administrator and Assistant Zoning Administrator], and deleting Section 6 Property Maintenance; and
(2) Adopt Ordinance No. 2019-864 declaring the document entitled "Town of Chino Valley Property Maintenance and Public Nuisance Town Code Amendments Dated January 22, 2019" as a public record; adopting said document; and amending Town Code Title V Public Works, Chapter 52 Removal of Rubbish, Trash and the Like, and Culvert Maintenance, repealing Title V Chapter 52 subchapter Removal of Rubbish, trash and the Like; Dilapidated Structures, adding new Title VIII Health and Safety, and amending Title XIII General Offenses. (Joe Duffy, Finance Director)

Recommended Action: Adopt Ordinance No. 2019-862 and Ordinance No. 2019-864 to amend the Unified Development Ordinance and Town Code with regard to property maintenance matters.

Joe Duffy reported that:
- There was an existing abandoned vehicles section in Town Code 82.07 that addressed Council’s concerns discussed at the previous study session.
- The Town attorney rewrote the section regarding commercial parking to prohibit parking a vehicle over 13,000 pounds on residential property under one acre, allowing one commercial vehicle or equipment over 13,000 pounds on residential property over an acre, and allowing additional commercial vehicles or heavy equipment on residential properties over an acre if they were concealed from public view.
Council expressed some concerns about that and they and Mr. Duffy discussed the following:

- The biggest complaints concerned people with a home office parking three or four commercial trucks at home.
- The code referred to commercial equipment, and equipment used on residential property for personal use would not be considered commercial. The weight limit could be removed and the code could only pertain to commercial vehicles.
- The original intent of only one commercial vehicle was to ensure that homeowners could drive a work vehicle home for the evening but could not park their entire vehicle fleet at their home. That needed to be included as one of the exceptions in the code, as well as an exception for properties over one acre.
- Requiring screening for equipment on properties larger than one acre seemed unfeasible.
- They could consider using the number of axles instead of weight limits, but that could open up other issues such as 18-foot flatbeds with only two axles. Many semi-trucks drivers parked their trailers near the police station or near the Days Inn and then brought their truck cabs home.
- Keep vehicles that were used for commercial purposes separate from personal and farming equipment.
- Require conditional use permits for anything that exceeded the allowed vehicle limits.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Mike Best to remove Item 7a and return it to staff for a re-write and bring back another day.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Lon Turner

PASSED - Unanimously

b) Update regarding status of the 50th Anniversary Committee activities. (Councilmember Mike Best)

Recommended Action: Direction to staff or Anniversary Committee.

Councilmember Best and Vice-Mayor Miller reported on the following:

- The Committee was working on getting articles and other materials for the book. They hoped to have the book available by Labor Day weekend 2019. The book would be available for a year at all the Town activities.
- Artist ideas included miniatures that could be sold or raffled to offset expenses; postcards; and t-shirts that could be made individually to prevent the Town from having to stockpile them.
- Committee meetings were the first Wednesday of each month and minutes could be emailed to interested parties. The March 6 Committee meeting will be at Town Hall at 6:00 p.m.
- They were looking for artists for the concert.
- Events included a pancake breakfast, a large parade, park and amusement activities, dinner, and Friday or Saturday night concert. Event planning included building a budget and further action planning.
- Volunteers were still needed to help get information from old town families and businesses.
8) EXECUTIVE SESSION

_Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes._

9) ACTION ITEMS RESUMED

_After the Executive Session, Council will reconvene the Regular Meeting._

10) ADJOURNMENT

MOVED by Councilmember Lon Turner, seconded by Councilmember Mike Best to adjourn at 6:48 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Lon Turner

PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

______________________________
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 12th day of February, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of March, 2019.

______________________________
Jami C. Lewis, Town Clerk
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AGENDA ITEM TITLE:
Consideration and possible action to accept the February 26, 2019 regular meeting minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:
Accept the February 26, 2019 regular meeting minutes.

Attachments
2019_02_26_Minutes
The Town Council of the Town of Chino Valley met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, FEBRUARY 26, 2019.

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Lon Turner

Absent: Councilmember Annie Perkins

Staff Present: Town Manager Cecilia Grittman; Town Attorney Andrew McGuire (electronically); Finance Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Planner Alex Lerma; Police Sergeant Steven Angel; Civilian Operations Supervisor Laurie Whisenand; Administrative Technician Kathy Frohock (videographer); Town Clerk Jami Lewis (recorder)

Mayor Croft called the meeting to order at 6:02 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Proclamation declaring February 25, 2019–March 2, 2019 as "Stand With Me, Be Drug Free Week," sponsored by MATFORCE.

Mayor Croft read the proclamation and presented it to Cheryl Main, Laurie Whisenand, Sgt. Steven Angel, Yavapai Community College Officer Tyran Payne, and Chad Nanke representing MATFORCE, who spoke about MATFORCE programs.

3) CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.
Karen Archibald spoke regarding a proposed zoning change, but since the item was officially on the agenda, Mayor Croft explained that her comments needed to be held until the item was heard.

Gary Denney spoke about being recently cited for an off-premise sign violation and the Town needing to address the necessity of off-premise signs for businesses like his for which directional signage was necessary.

4) RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

5) CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a) Status reports by Mayor and Council regarding current events.

Councilmember Kelly reported that there was a lot of negative information on the internet regarding the upcoming ballot measure. He encouraged people to attend one of several informational meetings that were scheduled.

Councilmember Best invited people to attend the upcoming 50th Anniversary meeting on March 6.

b) Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.

Manager Grittman reported on:
- February Town staff work anniversaries.
- The recent Snowmageddon / Snowpocalypse storm and thanked staff for their relief efforts.
- Upcoming Special Election informational meetings.
- Citizens academy starting on March 21.
- Posting Request for Proposal for operation of the shooting range, due the end of March.

c) Presentation regarding the May 21, 2019 Special Election Ballot Questions. (Frank Marbury, Public Works Director/Town Engineer; Joe Duffy, Finance Director)

Mr. Marbury presented an overview of the proposed Road Maintenance Program:
- Council and the Roads and Streets Committee realized the road network was falling apart and the Town did not have the necessary funds to address the issue.
- The Town had 153 miles of roadway, with one third of those being major arterial and collector roads. The residential and rural roads covered two thirds of the road system.
- Road surfaces included: 39 miles (25%) of asphalt roads; 78 miles (50%) chip sealed roads; 16 miles of improved dirt roads with gravel; and 20 miles of road that were dirt.
Chip seal was a surface treatment to keep the water off the roads and was effective in dust control and appropriate for passenger car traffic.

Effective road maintenance included several types of seal coating, overlays, or in some cases reconstruction or expansion. Overlays on the heavier traveled roads would be emphasized and the residential roads would mostly be seal coat treatments.

Every road would go through the treatment process every seven years.

Over a 20-year cycle, approximate program maintenance costs were: $250,000 per mile for arterial road overlays; $175,000 per mile for residential streets; and $30,000-$50,000 per mile for dirt and gravel roads. The total approximate cost over 20 years would be $32 million or $1.6 million per year.

Mr. Duffy reported:

- The HURF gas tax was approximately $1 million per year and paid for labor, salaries, equipment, fuel, etc., leaving only about $325,000 for road maintenance. The Roads and Streets Committee and Town Council agreed to a ballot measure requesting an annual $1.5 million property tax levy that would ensure excess funding for necessary major capital road projects.
- The funds would be used exclusively for road maintenance and construction. No overhead would be charged. The funds would be kept in a separate fund that would be audited annually and an annual report would be issued to the Town Council.
- The average tax payer would pay a tax rate of 1.97%. The average assessed value of a home was approximately 50% of the market value of a home.
- Town properties included 255 commercial, 2,200 vacant lots, and 4,400 residential properties. The average residential net assessed value was $114,000.
- Most of the work would be contracted out. There would be a five-year capital program with annual Town Council approval for the roads that would be maintained.
- There would be a 20-year sunset clause on the tax and a renewal would need approval from the Town Council.

6) CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a) Consideration and possible action to approve Ordinance No. 2019-865 to rezone 2.85 acres of real property, Assessor's Parcel Number 306-29-002N, located approximately .25 miles east of the southeast corner of East Center Street and South State Route 89 from SR-2.5 (Single Family Residential-2.5 acre minimum) zoning district to MR-1 (Multiple Family Residential-1 acre minimum) zoning district. (Owner of Record: Clatterbuck Jared Shaun) (Alex Lerma, Planner)

Recommended Action: Adopt Ordinance No. 2019-865 rezoning 2.85 acres of real property from SR-2.5 (Single Family Residential-2.5 acre minimum) zoning district to MR-1 (Multi-Family Residential-1 acre minimum)
Mr. Lerma presented on the following:

- **Proposal:** The applicant requested the zone change to allow the necessary density for nine duplexes consisting of 18 single family residences. Each property would have a garage with a driveway 16 feet wide and 22-24-foot-deep which could hold up to four vehicles. Guest parking would also be available. Utilities included an onsite water distribution system with a well, pump and water storage tank. The project would be connected to the Town sewer. The primary 24-foot-wide road would be maintained by the owner. An onsite retention basin would contain a playground and picnic area.

- **Area land uses:** The surrounding area was comprised of medium to low density residential and commercial. The property was accessed through E. Center Street.

- **Public comment:** Residents attending the neighborhood meeting voiced concern regarding water levels of neighboring wells, drainage issues, noise level of a higher density, and the density itself. The applicant addressed some issues brought up during study sessions.

- **Staff response to concerns:**
  - The well water issue would be regulated by Arizona Department of Water Resources (ADWR), not the Town. The applicant would need to prove a sufficient water supply.
  - There would be block wall screening.
  - Drainage plans would be required with building permits. The drainage would be required to detain any runoff to pre-development levels and any offsite flow would need to be maintained at the historic and natural rate and place. The applicant’s engineer would be required to design the appropriate drainage system.
  - MR-1 allowed for a higher density than the applicant was requesting and the surrounding property owners wanted assurance it would not exceed the current request. A condition for approval could contain language that the development would generally conform with the site plan, which would require the applicant to stay within the current requested density. This would generally allow for modifications to the plan but not the density.
  - Other properties within a half mile that had been developed in the past had higher densities, including Granite Creek Apartments, duplexes, and RV Park/Assisted Living park model development.

- **Recommendation:** The Planning and Zoning Commission voted 6-1 to forward a recommendation of approval with the conditions recommended by staff pertaining to general conformance to the Site Plan, block wall, and the block wall being constructed in the first phase.

Council and Mr. Lerma discussed the following:

- **Guest parking:** Development standards only required guest parking for apartment complexes, not for duplex developments. The original plan called for six parking spaces, but the Commission and Council had requested additional parking.

- **On-street parking:** This would be addressed by staff during the permitting process, but typically, on-street parking was not allowed for 24-foot roads. The garages and driveways allowed for parking of up to four vehicles for each unit. This plan was consistent with other duplex developments.

- **Drainage:** If the rezone was approved, the applicant would then be required to submit a building permit that would include a drainage plan, which would be reviewed by staff for
conformance to the development standards. The current application was for zoning only.

Public Comment:

Jim Clark expressed concern about water levels, which had decreased in the area.

Karen Archibald expressed concern about growth encroaching on rural areas, drainage control in an area prone to flooding, and noise levels from the number of residents.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to adopt Ordinance No. 2019-865 rezoning 2.85 acres of real property from SR-2.5 (Single Family Residential-2.5-acre minimum) zoning district to MR-1 (Multi-Family Residential-1 Acre Minimum) zoning district with the conditions recommended by staff.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Corey Mendoza, Councilmember Lon Turner

NAY: Councilmember Cloyce Kelly

PASSED

b) Presentation, discussion and possible action regarding Town of Chino Valley's Manufactured Home Sales Tax. (Joe Duffy, Finance Director)

Recommended Action: Direct staff per Council discussion.

Mr. Duffy reported on the following:

- On December 13, 2016, Council reduced the tax rate on manufactured homes from 4% to 2% which went into effect on March 2017.
- Manufactured homes had a separate distinct category in the tax code and it was one of the few businesses categories that could have a separate tax rate. Most businesses fell under retail sales tax but the State set up a separate category for manufactured homes.
- In 2015, the Town collected $86,000 in sales tax for manufactured homes. In 2016 and 2017 the town collected $154,000. In 2018, with the rise in home sales and construction, the Town collected $215,000. An analysis of regular construction sales tax showed that 2015 collected tax was $258,000, 2016 was $366,000, 2017 was $409,000, and 2018 was $697,000. Some manufactured homes were sold at 4% because it was a package sale not just the home.
- Manufactured home building permit activity included 55 homes in 2015, 60 in 2016, 40 in 2017 and 31 in 2018 showing that the number of manufactured homes built in Chino had been decreasing.
- Part of the increase was definitely from increased building activity, and the sales tax rate probably helped. The largest increase in sales of manufactured homes was for sales outside of Chino Valley. The annual gross sales for manufactured home businesses had increased each year.

Vice-Mayor Miller and Councilmember Kelly preferred that the Town’s taxes be fair across the board.
MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to direct staff per Council discussion, to discontinue the 2% sales tax break.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Cloyce Kelly, Councilmember Lon Turner
NAY: Councilmember Mike Best
Other: Councilmember Corey Mendoza (ABSTAIN)
PASSED

Consideration and possible action to adopt two ordinances relating to property maintenance matters in the Unified Development Ordinance (UDO) and Town Code as follows:
(1) Adopt Ordinance No. 2019-862 amending the UDO by deleting Sub-subsection 1.11.10 Abatement of Hazards to Public Health and Safety and Civil Sanctions Pursuant to A.R.S. §9-499, and amending Sub-subsection 1.6.2. Powers and Duties [of the Zoning Administrator and Assistant Zoning Administrator], and deleting Section 6 Property Maintenance; and
(2) Adopt Ordinance No. 2019-864 declaring the document entitled "Town of Chino Valley Property Maintenance and Public Nuisance Town Code Amendments Dated February 26, 2019" as a public record; adopting said document; and amending Town Code Title V Public Works, Chapter 52 Removal of Rubbish, Trash and the Like, and Culvert Maintenance, repealing Title V Chapter 52 subchapter Removal of Rubbish, trash and the Like; Dilapidated Structures, adding new Title VIII Health and Safety, and amending Title XIII General Offenses. (Joe Duffy, Finance Director)

Recommended Action: Adopt Ordinance No. 2019-862 and Ordinance No. 2019-864 to amend the Unified Development Ordinance and Town Code with regard to property maintenance matters.

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to move item c to the next meeting.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Lon Turner
PASSED - Unanimously

8) EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

a) An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the acquisition of a portion of the Prescott Water system and pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider the Town’s position and instruct the Town Attorney regarding the Town’s position regarding an intergovernmental agreement with the City of Prescott. (Cecilia Grittman, Town Manager)

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Lon Turner to go into executive session at 7:07 p.m.
AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Lon Turner
PASSED - Unanimously

9) ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

Mayor Croft reconvened the regular meeting at 7:32 p.m. and reported that the Council discussed the issue with the Town attorney, had not reached a decision, and will correspond with the City of Prescott.

10) ADJOURNMENT

MOVED by Councilmember Cloyce Kelly, seconded by Councilmember Lon Turner to adjourn the meeting at 7:33 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Lon Turner
PASSED - Unanimously

ATTEST:

__________________________________
Darryl L. Croft, Mayor

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 26th day of February, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of March, 2019.

__________________________________
Jami C. Lewis, Town Clerk
Town Council Regular Meeting

Meeting Date: 03/12/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: None
Physical location of item: Country West Mobile Home Park

AGENDA ITEM TITLE:
Consideration and possible action to award the construction contract for the Country West Well #1 Improvement Project to R.W. Turner & Sons Pump & Windmill Co. Inc. in the amount of $35,742.24. (Frank Marbury, Public Works Director/Town Engineer)

RECOMMENDED ACTION:
Award the construction contract for the Country West Well #1 Improvement Project to R.W. Turner & Sons Pump & Windmill Co. Inc. in the amount of $35,742.24.

SITUATION AND ANALYSIS:
The Country West Well #1 Improvement Project will rehabilitate the existing well located at the Country West Mobile Home Park. Construction work consists of the purchase and installation of a submersible well pump and motor as well as other appurtenances needed to complete the work.

The Town's Engineering Division advertised for bids on February 8, 2019 and held a pre-bid conference on February 13, 2019. On February 25, 2019 the Town received one bid as follows:

R.W. Turner & Sons Pump & Windmill Co. Inc.
Chino Valley, AZ
$35,742.24

Fiscal Impact

Fiscal Impact?: $35,742.24
If Yes, Budget Code: 04-82-5451
Available: $35,742.24
Funding Source:
The amount was budgeted in the Water Enterprise Fund.
Town of Chino Valley

Contract Documents for

Country West Well #1 Improvement Project

January 29, 2019

Mayor
Darryl Croft

Vice Mayor, Lon Turner
Council Member, Corey Mendoza
Council Member, Mike Best

Council Member, Cloyce Kelly
Council Member, Annie Perkins
Council Member, Jack Miller
NOTICE AND CALL FOR BIDS
TOWN OF CHINO VALLEY, ARIZONA

Project Name: Country West Well #1 Improvement Project

Bid Opening Date: February 21, 2019, at 2:00 p.m., MST
Location of Bid Opening: Public Works Department
Chino Valley Staff Contact: Frank Marbury
Bid Documents available at: Town of Chino Valley Public Works
1982 Voss Drive
Chino Valley, Arizona 86323

Date and Location for Submittal of Bids: Sealed bids will be received at the Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323 no later than 2:00 p.m., MST, February 21, 2019, for furnishing all necessary labor, equipment, materials and performing all work for the Project. Any bid received after the time specified will be returned unopened. It is the bidder’s responsibility to assure proposals are received at the above location on or before the specified time. The sealed envelope must be clearly marked with the bidder’s name, project name and project number.

Bid Documents: Those interested in having individual sets of the Contract Documents may obtain copies from the Town of Chino Valley Public Works Department upon payment of $25.00 per set, which cost is not refundable regardless of whether the Contract Documents are returned. This cost does not include shipping. If bidder requests Contract Documents to be delivered, bidder’s shipping company and account number must be included with the request. Contract Documents will be shipped only if bidder assumes responsibility for all related shipping charges. The Town of Chino Valley is not responsible for damaged or missing Contract Documents shipped. Copies of the Contract Documents, including plans and specifications, are available for viewing and inspection at the Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona.

Pre-Bid Conference: A pre-bid conference will be held on February 13, 2019, at 10:00 a.m., MST, on site at the well site at Country West Mobile Home Park, 853 North State Route 89, Chino Valley, Arizona. Due to the nature of the work and the potential for questions concerning conditions at the job site, attendance will be required at the Pre-Bid Conference.

Project Description: Construction work, in general, consists preparation and installation of a submersible well pump and motor and other appurtenances needed to complete the work. The location of the project is approximately 853 North State Route 89 in Chino Valley in the Country West Mobile Home Park.

Bid Security: Each bid shall be in accordance with the Contract Documents. Any bid which does not conform in all material respects to the Contract Documents will be considered non-responsive. Each bid shall be submitted on the bid form(s) included in the Contract Documents; shall be accompanied by a certified or cashier’s check or bid bond for ten percent (10%) of the amount of the bid, made payable to the order of the Town of Chino Valley and shall be included
in the bid as a guarantee that the successful bidder will enter into a contract to perform the work in accordance with the Contract Documents. The bid bond shall be executed pursuant to Section 9 of the Contract Documents, and solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1.

All bid securities will be returned to the bidders whose bids are not accepted, except for the three lowest bidders. The bid security of the three lowest bidder(s) will be returned immediately after the fully completed Contract Documents have been executed. The difference between the amount specified in the bid and such larger amount for which Chino Valley may in good faith contract with another party to perform the work covered by the bid, not to exceed the amount of the bond penalty, shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into the contract and provide the bonds and certificates of insurance after being requested so to do by Chino Valley.

**Bid Opening:** Bids will be opened in the reception area at the Public Works Department 1982 Voss Drive, Chino Valley, Arizona, and the proposed bid price will be publicly read aloud immediately after the time for receiving bids has expired as set forth above. Chino Valley reserves the right to postpone the bid opening date at any time prior to bid opening.

A Non-Collusion Affidavit executed by bidder shall be submitted with the bid.

**Right to Reject Bids:** The Town of Chino Valley reserves the right to reject any or all bids, waive any informality in a bid or to withhold the award for any reason the Town of Chino Valley determines.

**Equal Opportunity:** The Town of Chino Valley is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit bids on this Project.

After the successful bidder has been determined, negotiations may be conducted for the purpose of developing a recommended Contract for Award.

**TOWN OF CHINO VALLEY, ARIZONA**
Frank Marbury, Public Works Director

DATED: January 29, 2019

Publication Date(s): February 8, 9, 10, & 11
TOWN OF CHINO VALLEY

ADDENDUM NO. 1

COUNTRY WEST WELL #1 IMPROVEMENT PROJECT

Bid Opening: February 21, 2019
Time: 2:00 P.M., MST
Place: Town of Chino Valley
        Public Works Department
        1982 Voss Drive
        Chino Valley, AZ 86323

Make all revisions to the specifications and contract documents stated herein. Insofar as original specifications and other documents are at variance with this Addendum, the Addendum shall govern. Attach this Addendum to the specification and acknowledge receipt of the Addendum at the end of the Bid Schedule.

This Addendum consists of 1 page(s).

BID FORM CHANGES:
1. Item 5, Bowl Assembly with Strainer was Omitted. Any costs associated with the bowl assembly shall be included in Item 1. No separate payment will be made.
2. Item 11, Pump Removal and/or Site Preparation was Omitted. Any costs associated with pump removals and/or site preparation will not be paid for separately, but shall be considered in the overall cost of the work.
3. The additional addenda acknowledgement has been added on sheet R-A-4
4. Bidder is to remove Sheets A-3 and A-4 and replace with the attached Sheets R-A-3 and R-A-4.

SPECIFICATION CHANGES:

1. Several Changes were made to the specifications to clarify the use of a submersible pump and motor with a shroud. A sand collar will not be used. The shroud shall be used instead.
2. The requirements for epoxy coating of pipe materials was removed.
3. Bidder is to remove Sheets TS-1 through TS-5 and replace with attached Sheets R-TS-1 through R-TS-5.

By ____________________  Date 2/19/19
Frank Marbury, PE
Public Works Director
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<tr>
<th>No.</th>
<th>Description</th>
<th>Est. Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
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<tbody>
<tr>
<td>1.</td>
<td>Goulds 8RJLC Pump (270' TDH @ 500 GPM) or equal</td>
<td>1</td>
<td>EA</td>
<td>$</td>
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<td>2.</td>
<td>Motor (50 HP 460v, 3 phase)</td>
<td>1</td>
<td>EA</td>
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<td>3.</td>
<td>357 LF 6&quot; Column Pipe (T&amp;C)</td>
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<td>LF</td>
<td>$</td>
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<td>4.</td>
<td>6&quot; Ductile Iron Check Valve w/ Knock Outs</td>
<td>2</td>
<td>EA</td>
<td>$</td>
<td>$</td>
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<td>5.</td>
<td>OMIT</td>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
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<tr>
<td>6.</td>
<td>#2 Submersible Cable (4 conductor)</td>
<td>370</td>
<td>LF</td>
<td>$</td>
<td>$</td>
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<td>7.</td>
<td>#2 Rubber Splice</td>
<td>1</td>
<td>EA</td>
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<td>8.</td>
<td>8&quot; x 20' Shroud</td>
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<td>EA</td>
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<td>9.</td>
<td>6&quot; x 2' Stub Nipple</td>
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<td>10.</td>
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<td>11.</td>
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<td>12.</td>
<td>Pump Installation</td>
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<td>15.</td>
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<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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</table>
In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Chino Valley.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Bidder Acknowledges Addenda(s) Number(s) _____________ and _____________.

Dated this _____ day of ____________________, 20__.

Name of Bidder (Company)

Address of Bidder

City, State, Zip Code

Area Code/Telephone Number

Area Code/Fax Number

Authorized Officer/Title

Authorized Officer Signature*

* Bids submitted without an original signature by a person authorized to bind the Bidder will be considered non-responsive
TECHNICAL SPECIFICATIONS

PART I  GENERAL

1.01 SUMMARY

A. Section includes: Submersible well pump with features as scheduled in the Pump Schedule.

1.02 REFERENCES

A. American Water Works Association (AWWA):
   1. C654 - Disinfection of Wells.

B. ASTM International (ASTM):

C. The Hydraulic Institute (HI):
   1. 2.1-2.4 - Rotodynamic (Vertical) Pumps
   2. 9.1-9.5 - Pumps - General Guidelines for Types, Definitions, Application, Sound Measurement and Decontamination.

D. NSF International (NSF):

E. International Standards Organization (ISO):
   1. 9001 - Quality Management Systems -Requirements.

1.03 DEFINITIONS

A. Pump head (total dynamic head, TDH), flow capacity, pump efficiency, net positive suction head available (NPSHa), and net positive suction head required (NPSHr): As defined in HI 2.1-2.2, 2.3, 2.4, 9.1-9.5, and 14.6 and as modified in the Specifications. The pump head and efficiency are evaluated at the outlet of the discharge head and include the net losses in the pump column and discharge.

B. Flow, head, efficiency, and motor horsepower specified in this Section are minimums unless stated otherwise.

C. Suction head: Gauge pressure available at pump intake flange or bell in feet of fluid above atmospheric.

D. Tolerances: This Section and related sections contain tolerances that may be more stringent than Hydraulic Institute Standard tolerances. Where tolerances are not mentioned, HI 2.1-2.2, 2.3, 2.4, and 9.1-9.5 shall apply.
1.04 SYSTEM DESCRIPTION
   A. Components: Pump as specified or as scheduled with shafts, columns, intermediate bearings, seals or packing, couplings, and other items as required for a complete and operational system.

1.05 SUBMITTALS
   A. Submit shop drawings of well pump and column pipe assembly, PVC transducer tube, and proposed storage method. Submit per Delivery, Storage, and Handling specification.

1.06 QUALITY ASSURANCE
   A. General: As specified in the General and Supplemental Conditions.

1.07 DELIVERY, STORAGE, AND HANDLING
   A. As specified in the General and Supplemental Conditions, or per Manufacturer’s recommendations.

1.08 WARRANTY
   A. Warranty for all new components and installation shall be two (2) years from approval of Field Functional and Vibration Tests.

1.09 MAINTENANCE
   A. Spare parts: Deliver the following spare parts to Owner; pack and label for storage.
      1. Seal packing material: 1 set of each type supplied.

PART 2 PRODUCTS

2.01 MANUFACTURERS
   A. One of the following:
      1. National Pump Company.
      5. Weir/Floway.
      6. Peerless.

2.02 MATERIALS
   A. General:
      1. Materials in the Pump Schedule shall be the type and grade as specified in this Section.

   B. Drinking water pumps: Provide materials in conformance with Delivery, Storage, and Handling specification.

   C. Cast iron: In accordance with ASTM A48, Class 30 minimum.

   D. Silicon bronze: In accordance with ASTM B584, Alloy C87600.
E. Red bronze: In accordance with ASTM B584, Alloy C83600.

F. Type 416 Stainless Steel: In accordance with ASTM A582.

G. Type 304 Stainless Steel: In accordance with ASTM A276.

H. Steel pipe: In accordance with ASTM A53, Grade B.

2.03 GENERAL PUMP CONSTRUCTION
   A. Type: Industrial, heavy duty, submersible type pumps meeting performance requirements and features as scheduled and as specified. Pumps shall be new and be ANSI/NSF 61 and ISO 9001:2000 certified.

2.04 PUMP SHROUD ASSEMBLY
   A. Pump Shroud shall be 8” in diameter and 20’ in length. Shop drawings and/or manufacturers specifications shall be submitted for approval prior to construction.

2.05 IMPELLER BOWL ASSEMBLIES
   A. Pump impeller assembly:
      1. Number of stages: four.
      2. Material: Cast Iron
      3. Assembly shop drawings and specifications shall be submitted for approval prior to construction.

2.06 PUMP MOTOR
   A. The motor shall be new and unused of the submersible type of the proper rating to drive the specified pump continuously over the complete operating range of head and capacity without the pump load exceeding the motor nameplate rating. The pump manufacturer must be ISO 9001:2000 and NSF certified. The motor shall be rated at 50 HP 460v, 3 phase.

2.07 MOTOR POWER CABLE
   A. The power cable that connects the motor leads shall be long enough to extend from the motor to the terminal box on the surface plate, including enough extra cable to account for twist during installation. No splice shall be made below the static water level unless the splice is guaranteed in writing. All cables shall be approved by the NEC for the existing conditions.

2.06 COLUMN PIPE
   A. Design working pressure: Design to withstand a design working pressure not less than 1.20 times the maximum shutoff total dynamic head with the maximum diameter impeller at the maximum operating speed plus the maximum suction static head.

   B. Lengths and connections: Design with maximum 20-foot length.

   C. Material and Finishes shall be approved by Engineer prior to construction.
PART 3 EXECUTION

3.01 INSTALLATION
   A. Install products in accordance with manufacturer's instructions and as approved with
      the submittals.

3.02 COMMISSIONING
   A. Source Testing:
      1. As scheduled.
   B. Functional Testing:
      1. As scheduled

<table>
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<tr>
<th>Tag Numbers</th>
<th>Country West Well #1</th>
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<tr>
<td>General Characteristics:</td>
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<tr>
<td>Application</td>
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<td>Well No.</td>
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<tr>
<td>Service</td>
<td>Groundwater</td>
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<tr>
<td>Quantity</td>
<td>1</td>
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</table>

| Design Conditions: | |
| Flow, gpm | 500 |
| Total Dynamic Head, Feet | 270 |
| Minimum Bowl Efficiency, Percent | 77% |
| Motor Horsepower | 50 |
| Synch Speed rpm | 3600 |
| Top of pump bowl assembly, feet | 357 |

| Pump Characteristics: | Per Manufacturer |
| Number of Stages | |
| Impeller type | Enclosed |
| Pump Impeller Bowl Bearing Lubrication | Grease |
| Column Connection Type | Threaded |
| Maximum Column Section Lengths, Feet | 20 |
| Coupling Type | Threaded |
| Maximum diameter pump bowl assembly inches | 8 |
| Column pipe internal diameter, inches | 6 |

| Tag Numbers | 55-621557 |
| Country West #1 | |

Pump Materials:
<table>
<thead>
<tr>
<th>Component</th>
<th>Material/Type</th>
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<tbody>
<tr>
<td>Suction Bearing</td>
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<tr>
<td>Impeller Cases</td>
<td>Cast Iron</td>
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<td>Impeller Bearing</td>
<td>Bronze</td>
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<td>Column Material and Schedule</td>
<td>Steel Pipe, Sch 40</td>
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</tbody>
</table>

**Source Testing:**

| Test Witnessing                 | Not Witnessed                  |

**Functional Testing:**

| Performance Test Level          | Witnessed                      |
| Vibration Test Level            | Not Witnessed                  |

END OF SECTION
TOWN OF CHINO VALLEY

ADDENDUM NO. 2

COUNTRY WEST WELL #1 IMPROVEMENT PROJECT

Revised Bid
Opening Date: February 25, 2019
Time: 2:00 P.M., MST
Place: Town of Chino Valley
Public Works Department
1982 Voss Drive
Chino Valley, AZ 86323

Make all revisions to the specifications and contract documents stated herein. Insofar as original specifications and other documents are at variance with this Addendum, the Addendum shall govern. Attach this Addendum to the specification and acknowledge receipt of the Addendum at the end of the Bid Schedule.

This Addendum consists of 2 page(s).

BID OPENING CHANGE:

1. The bidding opening date is hereby changed to February 25, 2019. Sealed bids will be received at the Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323 no later than 2:00 p.m., MST, February 25, 2019, for furnishing all necessary labor, equipment, materials and performing all work for the Project. Any bid received after the time specified will be returned unopened. It is the bidder’s responsibility to assure proposals are received at the above location on or before the specified time. The sealed envelope must be clearly marked with the bidder’s name, project name and project number.

RFI CLARIFICATIONS:

1. Installation of the discharge manifold from the wellhead to the tank riser is to be included within bid schedule line item #12 Pump Installation.

2. Technical Specification section 1.05, if a transducer tube is desired by the Town during construction, it will be included via change order or separate purchase.

4. Technical Specification section 2.06, 21-foot lengths are allowed.

5. The successful contractor may utilize the open drainage ditch at the south-east corner of the property to discharge the water at initial pump out.

6. **Question:** All submersible pumps have an underwater splice from the motor pigtails to the pump cable. We take meg readings once the splice is under water & again after final set to assure a good splice. Az. Reg. of Contractors requires a 2-year workmanship warranty. Is there something more that you need in writing?

   **Answer:** Nothing more in writing is required.

BY [Signature] 
Date 2/20/19

Frank Marbury, PE
Public Works Director
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CONSTRUCTION CONTRACT AND GENERAL CONDITIONS
FOR DESIGN-BID-BUILD (DBB) PROJECT

THIS CONTRACT made and entered into this ___ day of _______________, 2019, by and between ________________, hereinafter designated as “Contractor”, and the Town of Chino Valley, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as “Chino Valley.”

Chino Valley and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 PROJECT DESCRIPTION

Contractor shall do and perform, or cause to be done and performed in accordance with this Contract, the Project entitled Country West Well #1 Improvement Project, hereinafter referred to as “The Project” or “The Work,” in accordance with and as more fully described in the Notice of Call for Bids, Specifications, Drawings, Bid Form, Bid Security, Performance Bond, Labor and Material Bond, and Addenda thereto, if any, hereinafter referred to as “Contract Documents,” all of which are incorporated herein by reference and made a part hereof as though set forth in full.

2.0 PERFORMANCE STANDARD

The Work must be performed and completed in accordance with all requirements of law and no Work shall be undertaken until Contractor has been issued all required permits. “Completion” includes obtaining all certificates of occupancy or amendments of existing certificates, as the case may be. The Work must be performed in accordance with the best modern practice and with materials and workmanship of the highest quality. Contractor shall check and verify all dimensions, grades and levels before commencement of performance and whenever necessary during the progress thereof.

3.0 CONTRACT TIME

Contractor hereby fixes the time for completion of all Work required to be within 45 calendar days beginning with the day following the starting date specified in the Notice to Proceed. Upon failure to complete the Work within the time specified, Contractor shall pay the amount of $250.00 per day for each day the Work remains unfinished as and for liquidated damages incurred by Chino Valley for failure to complete the Work within the specified time.

4.0 SUBCONTRACTORS

The names of subcontractors submitted at the time of the submission of the bid to Chino Valley shall be assumed to be the subcontractors which Contractor shall use for Work required to be done under the Contract Documents. Contractor shall make no substitution for any subcontractor, person, or entity previously selected if Chino Valley makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom Chino Valley has made a reasonable objection. Contractor shall not be required to contract with anyone to whom he has made a reasonable objection.
5.0 INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an agent or employee of Chino Valley. Contractor shall supervise and direct the Work to be done, using Contractor’s best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures, and for coordinating all portions of the Work required by the Contract Documents. Contractor shall be responsible to the subcontractors and their agents and employees, and other persons performing any of the Work under the Contract Documents.

6.0 LABOR AND MATERIALS

Contractor shall provide and pay and shall insure under the requisite laws and regulations all labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

7.0 TAXES

Contractor shall pay all licenses, sales, consumer, use and other similar taxes, including but not limited to construction sales tax, for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether effective or subsequently applicable due to acts of jurisdictions or bodies other than Chino Valley.

8.0 PERMITS AND FEES

Contractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the Contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

9.0 BONDS

Concurrently with the execution of the Contract, the Contractor shall furnish Chino Valley the following Bonds, which shall become binding upon the award of the Contract to the Contractor:

9.1 **A Performance Bond:** In an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and conditions thereof. Such Bond shall be solely for the protection of Chino Valley.

9.2 **A Payment Bond:** In an amount equal to the full Contract amount solely for the protection of the claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the Work provided for in such Contract.
9.3 Each such Bond shall include a provision allowing the prevailing party in a suit on such Bond to recover as a part of this judgment such reasonable attorney’s fees as may be fixed by a judge of the court.

9.4 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The Bonds shall be made payable and acceptable to Chino Valley. The Bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, and the Bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.

9.5 Submittal of the required bonds as set forth in this paragraph is a condition precedent to this contract becoming effective.

10.0 SUPERINTENDENT

Contractor shall employ a competent Project Superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The Superintendent shall represent and be the agent of Contractor and communications given to the Superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

11.0 PROGRESS SCHEDULE

Contractor, immediately after entering into the Contract, shall provide Chino Valley with any requested scheduling information and a proposed Progress Schedule for performance of the Work in a form acceptable to Chino Valley providing for commencement and completion of the Work within the Contract Time. Contractor shall prosecute the Work in a prompt and diligent manner and without hindering or delaying the Work of other Contractors of Subcontractors on the Project. Said Progress Schedule shall be supplemented thereafter upon request. Work shall not commence upon this Project until a written Notice to Proceed has been issued to the Contractor by Chino Valley. The Notice to Proceed will be considered issued on the date it is sent to Contractor by certified mail, telefacsimile or delivered to him in person.

12.0 DRAWINGS AND SAMPLES

Contractor shall furnish within three (3) working days following request therefore by Chino Valley detailed drawings of the Work and samples of materials required for the performance or coordination of the Work. Drawings and samples shall comply with the requirements of the Contract Documents or shall be rejected.

13.0 ERRORS IN THE PLANS

The plans and specifications are presumed to be correct, but Contractor shall be required to check carefully all dimensions and verify all vertical and horizontal controls using the nearest benchmark before beginning the Work. If any errors or omissions are discovered, Chino
Valley’s Representative shall be so notified in writing. Chino Valley’s Representative shall immediately notify the Project’s Engineer, who will then make such corrections, and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications and shall issue appropriate corrections. Any adjustments made by Contractor without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from an adjustment made by contractor shall be paid by Contractor at his own expense.

14.0 CHINO VALLEY’S RIGHT TO STOP, CARRY OUT OR CORRECT THE WORK

If at any time during the performance of the Work it appears to Chino Valley, in its sole discretion, that Contractor will not complete the Work within the Contract Time and pursuant to the Progress Schedule, or if the manner in which Contractor carries out its obligations interferes with the ability of other contractors or workers to perform work on the same site, Chino Valley shall have the sole and absolute right on seventy-two (72) hours written notice delivered to Contractor to replace Contractor by taking over the Work or procuring another to complete the Work. Such taking over shall not constitute or be construed as a waiver by Chino Valley of any action, claim or demand Chino Valley may have against Contractor by reason of injury or damage resulting to Chino Valley because of Contractor’s failure of performance hereunder. Contractor shall pay to Chino Valley a sum equal to Chino Valley’s total cost of completing such Work, and a sum for reasonable attorneys’ fees and litigation expenses in taking over and completing such Work. In no event shall any delay in performance hereunder by Contractor be excused unless, and ten to the extent only, such delay is excused by Chino Valley in writing.

15.0 WARRANTY

Contractor warrants to Chino Valley that all materials and equipment furnished under this Contract will be new, and that all Work will be of good quality, free from faults and defects. Contractor further guarantees all Work and materials for a period of one year from the date of acceptance of the Project. Should any portion of the Work need replacement or repair within one year from the date of completion due to construction methods or material failure, Contractor shall replace such Work at no cost to Chino Valley. If Contractor fails within reasonable time to replace or repair any portion of the Work deemed to be needed, Chino Valley may cause said Work to be done and Contractor agrees to pay all costs incurred therein. All Work not conforming to the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. If required by Chino Valley, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

16.0 INDEMNIFICATION

16.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall indemnify and hold harmless Chino Valley, its officers and employees from and against all liabilities, damages, losses and costs (including reasonable attorney fees and court costs) to the extent caused by the negligence, recklessness or intentional wrongful conduct of Contractor or other persons employed or used by the Contractor in the performance of this Agreement. Contractor’s duty to indemnify and hold harmless
Chino Valley, its officers and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting there from, caused by Contractor’s negligence, recklessness or intentional wrongful conduct in the performance of this Agreement and the negligence, recklessness or intentional wrongful conduct of any person employed by Contractor or used by Contractor in the performance of this Agreement.

16.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

17.0 INSURANCE

17.1 Contractor shall secure and maintain throughout the term of this Contract, the following insurance in the name of Contractor, naming Chino Valley as additional insured with respect to claims which may arise out of or result from Contractor’s acts, operations or negligence or those of its subcontractors, or anyone directly or indirectly employed by any of them including officers, employees, agents or representatives for matters related to this Contract. The coverage shall be provided on an “occurrence” basis rather than a “claims made” basis, shall be provided without offset against Chino Valley’s existing insurance and provide for a minimum of thirty (30) calendar days’ notice to Chino Valley prior to cancellation, reduction in coverage or other substantial modification. Contractor shall provide a Certificate of Insurance which sets forth the following minimum amounts and types of coverage:

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<th>TYPE OF COVERAGE</th>
<th>AMOUNT NOT LESS THAN</th>
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<td>Employers Liability</td>
<td>$100,000 each accident</td>
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<td>$100,000 disease each employee</td>
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<td>$500,000 disease aggregate</td>
</tr>
<tr>
<td>Commercial General</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Liability (including contractual liability for this Contract; broad form property damage; completed operations; and explosion, collapse and underground coverage)</td>
<td>$2,000,000 aggregate combined single limit</td>
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Automobile Liability $1,000,000 combined single limit (including owned, hired and non-owned coverages)

Builders “All-risk” Completed Value (at least 100% of the Contract)

17.2 Contractor shall submit to Chino Valley proof of the required insurance upon executing this Contract. Such proof of insurance shall include the Project Name, Project Number and Contract Number. Contractor shall obtain the above-described insurance from insurance companies which are duly authorized to issue such policies in the State of Arizona and “Best Rated A” or better by the A.M. Best Company, or which are otherwise acceptable to Chino Valley. Contractor shall maintain such insurance coverage until all the Work has been completed and the Project has been accepted by Chino Valley.

17.3 Chino Valley shall not be obligated to review any of the Contractor’s Certificates of Insurance, insurance policies or endorsements or to advise Contractor of any deficiencies in such documents and any receipt of copies or review by Chino Valley of such documents shall not relieve Contractor from or be deemed a waiver of Chino Valley’s right to insist on strict fulfillment of Contractor’s obligations under this paragraph.

17.4 The insurance coverages referenced above shall apply to all operations of Contractor related to the Project which are undertaken by the insured, subcontractors or their employees and agents during the life of this Contract. These policies shall not expire until all Work has been completed and the Project has been accepted by Chino Valley. If a policy does expire during the life of the Contract, a renewal Certificate of the required coverage must be sent to Chino Valley not less than thirty (30) calendar days prior to expiration date.

18.0 CHANGE ORDERS

A change order is a written order to Contractor signed by Chino Valley’s Representative or other person designated in the Contract Documents, issued after execution of this Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A change order signed by Contractor indicates his agreement therewith. Chino Valley, without invalidating the Contract, may order changes in the Work, in the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by change order, and shall be performed under the applicable conditions of the Contract Documents. Chino Valley’s Representative shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on Chino Valley and Contractor. Contractor shall carry out such written orders promptly. Verbal information obtained from any officer, agent or employee of Chino Valley or any other person shall not affect the obligations assumed by Contractor or relieve Contractor from complying with any of the terms of the Contract Documents. No additional changes will
be made to the Contract without prior written authorization from Chino Valley pursuant to approved change order. Any change in the terms of the Contract Documents shall only occur as a result of an approved change order or written modification or amendment approved by mutual consent of Chino Valley and Contractor. If Contractor claims that any changes ordered by Chino Valley involve extra cost under the Contract Documents, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to Chino Valley’s Representative of such claim, and before proceeding to execute the Work.

19.0 DISPUTED WORK

If, pursuant to Paragraph 18, Contractor claims changes ordered by Chino Valley involve extra cost, Contractor shall nevertheless perform the same if directed to do so by Chino Valley. However, to preserve Contractor’s right to claim extra compensation for the disputed Work, Contractor shall, prior to proceeding with the Work, notify Chino Valley in writing that Contractor is performing the same under protest. The same procedure shall prevail as to any dispute as to a deduction for omitted Work (or as the case may be, to sustain Contractor’s contention as to the appropriate compensation for extra Work that is not disputed to be an “extra”). The notice in that circumstance shall be given not later than ten (10) working days after the tender of payment by Chino Valley to Contractor of the reduced amount (or amount for the nondisputed “extra”) as computed by Chino Valley. Failing such written protest, it shall be deemed that Contractor has acquiesced to Chino Valley’s contention that the Work is not extra but Contract Work or that the reduction (or amount of compensation for a nondisputed “extra”) is correct, as the case may be. The giving of the protest provided for above, and giving it timely, are express conditions precedent to maintaining any remedial procedure, whether arbitration or otherwise, pertaining to Contractor’s claim.

20.0 PAYMENTS AND COMPLETION

In consideration of the complete and timely performance of the Work, subject to changes as provided by an approved Change Order, Chino Valley shall pay Contractor the Contract Sum of ___________________________ ($__________). If the Contract Documents contain an engineer’s estimate of the quantities of material required for the Work and expressly provide for an adjustment to the Contract Sum for actual quantities, the final Contract Sum will be adjusted according to actual field measurements of installed materials multiplied by the Contractor’s per unit prices. All such measurements are subject to confirmation by Chino Valley. In all other cases, no adjustment will be made to the Contract Sum except by approved Change Order. The terms of this paragraph shall be governed by A.R.S. § 34-221 and any amendments thereto which is hereby incorporated by reference. Upon receipt of written notice that the Work is ready for final inspection and acceptance, Chino Valley’s Representative shall promptly make a final inspection and, when Chino Valley’s Representative finds the Work acceptable under the Contract Documents, he shall promptly approve a certificate for payment stating that upon his knowledge, information and belief and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retained percentage determined under A.R.S. § 34-221 shall become due until Contractor submits to Chino Valley all required data establishing payment or satisfaction of all Contractor’s obligations.
21.0 PROTECTION OF PERSONS AND PROPERTY

21.1 Contractor at all times must take all reasonable precautions to protect the persons and property of others on or adjacent to the Project from damage, loss, or injury resulting from operations under this Contract by Contractor or any other party with whom Contractor has subcontracted. Contractor's obligation to protect shall include the duty to provide, place, and adequately maintain at or about the Project suitable and sufficient guards, lights, barricades, and enclosures. Contractor shall not disturb nor displace any protection installed by others.

21.2 Contractor's operations shall be in accordance with the Manual on Uniform Traffic Control Devices, Latest Edition. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by Chino Valley, traffic shall be permitted to pass through the Work area. Contractor shall coordinate with the various agencies to include governmental, commercial and public, so that adequate services are maintained.

21.3 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.

21.4 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. Contractor shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of Chino Valley, are required.

22.0 GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Yavapai County, Arizona.

23.0 SUCCESSORS AND ASSIGNS

Chino Valley and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to him hereunder without the previous written consent of Chino Valley.
24.0 SERVICE OF NOTICE

All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given properly when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph; (2) delivered personally to the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this paragraph.

CHINO VALLEY:

Town Manager
Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 85323

CONTRACTOR:

Representative Name

Company Name

Company Address

City State Zip Code

25.0 CLAIMS FOR DAMAGES

Should either party to the Contract suffer injury or damage to personal property because of any act or omission of the other party or of his employees, agents for whose acts he is legally liable, claims shall be made in writing to such other parties within a reasonable time after the first observance of such injury or damages.

26.0 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Chino Valley or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach except as may be specifically agreed in writing.

27.0 TIME IS OF THE ESSENCE

All time limits stated in the Contract Documents are of the essence. Contractor shall begin Work on the date specified in the Notice to Proceed and shall carry the Work forward expeditiously. If Contractor is delayed at any time in the progress of the Work by any act or neglect of Chino Valley or by any employee of Chino Valley or by change orders in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control,
or by delay caused by Chino Valley, or by any other cause which Chino Valley determines may justify the delay, then the Contract Time shall be extended by change order for such reasonable time as Chino Valley may determine. Any claim for extension of time shall be made in writing to Chino Valley’s Representative not more than five (5) working days after the commencement of the delay; otherwise said claim shall be waived by Contractor. In the case of a continuing delay, only one claim is necessary. Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. This paragraph does not exclude the recovery of damages for delay by either party under the provisions of the Contract Documents.

28.0 TERMINATION BY CHINO VALLEY

If Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of the Contract Documents, then Chino Valley, upon certification by Chino Valley’s Representative that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving Contractor and his Surety, if any, ten (10) working days written notice, terminate this Contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Contractor and may finish the Work by whatever method he may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to Contractor; if such costs exceed the unpaid balance, Contractor shall pay the difference to Chino Valley. The amount to be paid to Contractor or to Chino Valley, as the case may be, shall be certified by Chino Valley’s Representative and this obligation for payment shall survive the termination of the Contract.

29.0 CONFLICT OF INTEREST

This Contract shall be subject to the cancellation provisions of A.R.S. § 38-511 and any amendments thereto.

30.0 LITIGATION

Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damage claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorneys fees shall be paid to the party not at fault. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

31.0 PROTECTION OF PERSONS AND PROPERTY

Contractor shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All
obstructions to traffic shall be guarded. If an unsafe condition arises or exists during the progress of the Work, or if Chino Valley has reason to believe an unsafe condition exists, Contractor shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition. Neither Contractor nor any subcontractor shall trespass upon private property. Contractor shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of Contractor or subcontractors completing this Work. Contractor shall ensure that both Contractor and subcontractors comply with the laws and regulations of Chino Valley, County and State relating to the safety of persons and property. Contractor will be held responsible for any injury or damage to persons or property caused by Contractor or subcontractors or any agent or employee of either during the progress of the Work and until its final acceptance. Contractor shall protect against injury or damage to pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this Work except as stipulated elsewhere herein. Contractor shall be responsible and liable for any injury or damage to such pipes, structures and property.

32.0 IMMIGRATION LAW COMPLIANCE WARRANTY

32.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

32.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

32.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Chino Valley at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

32.4 Chino Valley retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

32.5 If state law is amended, the parties may modify this paragraph consistent with state law.
33.0  **EQUAL TREATMENT OF WORKERS**

Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the Work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Chino Valley and its representatives against any claim or liability arising form or based on the violation of such, whether by Contractor or its employees.

34.  **NON-BOYCOTT OF ISRAEL**

Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in Ariz. Rev. Stat. § 35-393.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed, the day and year first herein written.

TOWN OF CHINO VALLEY

By: ________________________________
    Darryl Croft, Mayor

ATTEST:

______________________________
    Jami Lewis, Town Clerk

APPROVED AS TO FORM:

______________________________
    Andrew McGuire, Town Attorney
    Gust Rosenfeld, PLC

CONTRACTOR

By: ________________________________
Title: ________________________________
BID FORM

FOR: TOWN OF CHINO VALLEY
202 North State Route 89
Chino Valley, Arizona 86323

Bid of R. W. TURNER & Son, Inc. + WINDMILL CORP.,

Contractor’s License No. 137429

A corporation or limited liability company organized and existing under the laws of the State of ARIZONA; or a partnership consisting of _______________________________, partners; or an individual conducting business as hereinafter called the Bidder.

TO: THE HONORABLE MAYOR AND COUNCIL
Town of Chino Valley
202 North State Route 89
Chino Valley, AZ 86323

The undersigned acknowledges that he has received and familiarized himself with the following:

CONTRACT DOCUMENTS
PROJECT MANUAL AND DETAILS
DRAWINGS
ADDENDA No. ____ dated 1-23-19; No. ____ dated ______
No. 1 dated 2-19-19; No. ____ dated ______
No. 2 dated 3-20-19; No. ____ dated ______

The undersigned further acknowledges that he has visited the site and has familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done. The undersigned further acknowledges that if his bid is accepted he shall be bound by the terms of the Contract Documents.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable and construction equipment, and all utility and transportation services necessary to furnish and install, in a workmanlike manner, all Work at the Project listed herein in strict conformity with the Construction Documents prepared by THE TOWN OF CHINO VALLEY for the consideration hereinafter set forth.

2. To hold his Bid open for not less than ninety days (90) Days after the receipt of Bids and to accept the provisions of the instructions to Bidders regarding disposition of Bid Security.

3. To enter into and execute a Contract if awarded on the basis of this Bid within ten (10) days after Award of the Bid, and to furnish a Performance Bond, a Labor & Material Payment Bond and certificates of insurance in accord with the General Conditions and General Requirements of this Contract and to deliver executed Bonds and Insurance Certificates to Chino Valley’s representative within ten (10) working days following the issuance of the Notice of Award.
4. To utilize the subcontractors and suppliers attached to this Bid Form unless authorized by Chino Valley to substitute another subcontractor or supplier.

5. To achieve substantial completion and final completion within the time period stated in the Contract Documents taken from the date of Notice to Proceed or the date otherwise established for the commencement of Work.

6. The undersigned agrees that time is of the essence and Chino Valley will suffer financial damages due to Contractor's failure to complete the Work within the Contract Time. The liquidated damages shall be as follows for each calendar day beyond the Contract Time for which Contractor shall fail to complete the Work:

   Substantial completion - $250.00 per calendar day
   Final completion - $250.00 per calendar day

7. The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders. The Bid Security shall become the property of Town of Chino Valley, Arizona, as liquidated damages for the delay and additional Work caused thereby in the event the Contract and Bonds are not executed within the time set forth above.
NAME OF BIDDER: **KW Turner Pump + Windmill Co**

**TOWN OF CHINO VALLEY**

**BID SCHEDULE**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Goulds 8RJLC Pump (270' TDH @ 500 GPM) or equal</td>
<td>1</td>
<td>EA</td>
<td>$</td>
<td>$2889.04</td>
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<tr>
<td>2.</td>
<td>Motor (50 HP 460v, 3 phase)</td>
<td>1</td>
<td>EA</td>
<td>$</td>
<td>$5983.29</td>
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<tr>
<td>3.</td>
<td>357 LF 6&quot; Column Pipe (T&amp;C)</td>
<td>357</td>
<td>LF</td>
<td>$</td>
<td>$9371.85</td>
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<tr>
<td>4.</td>
<td>6&quot; Ductile Iron Check Valve w/ Knock Outs</td>
<td>2</td>
<td>EA</td>
<td>$</td>
<td>$2327.88</td>
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<tr>
<td>5.</td>
<td>OMIT</td>
<td></td>
<td></td>
<td>$</td>
<td>$0</td>
</tr>
<tr>
<td>6.</td>
<td>#2 Submersible Cable (4 conductor)</td>
<td>370</td>
<td>LF</td>
<td>$</td>
<td>$3507.19</td>
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<tr>
<td>7.</td>
<td>#2 Rubber Splice</td>
<td>1</td>
<td>EA</td>
<td>$</td>
<td>$120.00</td>
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<tr>
<td>8.</td>
<td>8&quot; x 20' Shroud</td>
<td>1</td>
<td>EA</td>
<td>$</td>
<td>$315.00</td>
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<td>9.</td>
<td>6&quot; x 2' Stub Nipple</td>
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<td>EA</td>
<td>$</td>
<td>$225.00</td>
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<td>10.</td>
<td>Well Video</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$1050.00</td>
</tr>
<tr>
<td>11.</td>
<td>OMIT</td>
<td></td>
<td></td>
<td>$</td>
<td>$0</td>
</tr>
<tr>
<td>12.</td>
<td>Pump Installation</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$6500.00</td>
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<tr>
<td>13.</td>
<td>Field Testing</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$1000.00</td>
</tr>
<tr>
<td>14.</td>
<td>Disinfection</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td>$200.00</td>
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<tr>
<td>15.</td>
<td>Sales Tax</td>
<td></td>
<td></td>
<td>$</td>
<td>$2252.99</td>
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<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td>$</td>
<td><strong>$35742.24</strong></td>
</tr>
</tbody>
</table>
Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Chino Valley.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Dated this 25\text{th} May of \underline{FEBRUARY}, 2019.

\underline{R. W. TURNER & SONS}
Name of Bidder (Company)

\underline{3471 N. ST. RT. 89}
Address of Bidder

\underline{CHANDLER, AZ. 85223}
City, State, Zip Code

\underline{928-636-2771}
Area Code/Telephone Number

\underline{928-636-8878}
Area Code/Fax Number

\underline{LOU TURNER, PRESIDENT}
Authorized Officer/Title

\underline{[Signature]}
Authorized Officer Signature*

* Bids submitted without an original signature by a person authorized to bind the Bidder will be considered non-responsive.
COPY(s) OF BIDDER'S STATE OF ARIZONA CONTRACTOR'S LICENSE(S)

Attach copy of required license(s)
STATE OF ARIZONA

Office of the Registrar of Contractors

License No. 137429

This is to Certify That

R W TURNER AND SONS PUMP AND WINDMILL CO INC (CORP.)

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors on the 27TH day of JULY in the year One Thousand Nine Hundred and 98,
duly licensed and admitted to engage in and pursue the business of

L-05 WATER PUMPING SYSTEMS

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors in my office, City of Phoenix, this 27TH day of JULY, 1998.

[Signature]
DIRECTOR
BID BOND
(Surety Bond)

KNOW ALL MEN BY THESE PRESENTS:

That we, RW Turner & Sons Pump & Windmill Inc., a corporation duly organized under the laws of the State of Wisconsin, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety, are held and firmly bound unto Town of Chino Valley, a municipal corporation as Obligee, in the sum of ten percent (10%) of the amount of the bid included in the proposal, submitted by the Principal to the Mayor and Council of Town of Chino Valley, for the Work described below, for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents, and in conformance with A.R.S. § 34-201.

WHEREAS, the Principal is herewith submitting its Bid for

Country West Well #1

NOW, THEREFORE, if Town of Chino Valley shall accept the Proposal of the Principal and the Principal shall enter into a Contract with Town of Chino Valley, in accordance with the terms of such proposal and give the Bonds and Certificates of Insurance as specified in the Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and material furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to Town of Chino Valley the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which Town of Chino Valley may in good faith Contract with another party to perform the Work covered by the Proposal, then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the Section to the extent as if it were copied at length herein.

This Surety Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness:

________________________

Surety

________________________

Title

Witness:

________________________

Address of Surety:

________________________

* Attach Power of Attorney

3433466.1

B-1
ARIZONA STATUTORY BID BOND

PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That, R.W. Turner & Sons Pump & Windmill Co., Inc. (hereinafter "Principal"), as Principal, and Capitol Indemnity Company, (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Wisconsin, with its principal offices in the City of Middleton, Wisconsin, holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto the Town of Chino Valley (hereinafter "Obligee"), as Obligee, in the amount of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid of $____________________ (Ten Percent of Total Bid) to furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of County West Well #1 Improvements, known as the County West Well #1 Improvements

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section §34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 22nd day of February, 2019.

R.W. Turner & Sons Pump & Windmill Co., Inc.

PRINCIPAL

By: ________________________________

CAPITAL INDENMITY COMPANY

SURETY

By: ________________________________

NFP Property & Casualty Insurance Company

Agency of Record

17100 N 67th Ave #700, Glendale AZ 85308

Agency Address
CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

______________________________  ________________________________  ________________________________  ________________________________  ________________________________
MICHAEL D. LAPRE; DEBORAH M. MCGUICKIN; RYAN ROGERS; THERESA NEWMAN  KEVIN P. SHINE; RICHARD D. STEPHENS; AMANDA BRENDL; JAREM MARX

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED $5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereeto affixed duly attested, this 8th day of January, 2014.

Attest:

______________________________  ________________________________
Richard W. Allen III  Stephen J. Sills
President  CEO & President
SURETY & FIDELITY OPERATIONS

STATE OF WISCONSIN  }  S.S.
COUNTY OF DANE

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

______________________________
Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN  }  S.S.
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force,

Signed and sealed at the City of Middleton, State of Wisconsin this 22nd day of February, 2019.

______________________________
Alan S. Ogilvie
Secretary

---

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADIED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4459.
AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS
NO COLLUSION IN BIDDING FOR CONTRACT

STATE OF ARIZONA                              )
COUNTY OF Yavapai                              ) ss.

______________________________
LON TURNER
(Name of Individual)

BEING DULY SWORN, DEPOSES AND SAYS:

That he is ___________________ of ___________________.
               (Title)                 (Name of Business)

That pursuant to Section 34-253 of the Arizona Revised Statutes, he certifies as follows:

That neither he nor anyone associated with the said ___________________.
               (Name of Business)
has directly, or indirectly entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding in connection with this Project.

AND FURTHER that Contractor has not expended nor will expend any money to influence any
member of the Town Council of the Town of Chino Valley, a Chino Valley department or a
Chino Valley employee in connection with the award of this Contract.

______________________________
(Signature)

______________________________
PRESIDENT
               (Title)

______________________________
RW Turner & Sons Pump
               (Name of Business)

SUBSCRIBED AND SWORN TO BEFORE ME this ___ day of

____________________________________
February 20, 19

____________________________________
Notary Public

(Affix notary seal here)

3433466.1
BIDDERS' QUESTIONNAIRE

[To be submitted with Bid]

Organizational Information

BIDDER: Lon Turner
(Bidder's name)

Submitted by:

Name of Organization: RED TURNER & SON, PUMP AND MILL CORP.
Name of Individual: Lon Turner
Title: President
Address: 3471 N. ST. RT. 89
CHINO VALLEY, AZ 86323

Telephone: (918) 636-2771

I. Bidder's General Business Information

Check If: [ ] Corporation [ ] Partnership [ ] Joint Venture [ ] Sole Proprietorship
[ ] Limited Liability Company

If Corporation:

a. Date and State of Incorporation:
   10-9-84 ARIZONA

b. List of Executive Officers:
   Name               Title
   Lon Turner         President
   Rich Turner        Vice President
If Partnership:

a. Date and State of Organization:
   

b. List of Current General Partners:
   
<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

  c. Type of Partnership:
     
     [ ] General  [ ] Publicly Traded  [ ] Limited
     [ ] Other (describe):

If Joint Venture:

a. Date and State of Organization:
   

b. Name and Address of Owner or Owners:
   

Is your organization a member of a controlled group of corporations as defined in IRC Sec. 1563?  [ ] Yes  [X] No

If yes, show names and addresses of affiliated companies:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
If Limited Liability Company:

a. Date and State of Organization: 
   N/A

b. List of Members:

   

   

   

c. Name of Manager:

Furnish the following information with respect to an accredited banking institution familiar with your organization:

Name of Bank: National Bank of Arizona

Address: 481 S. Hwy 89
          Chino Valley, AZ

Account Manager: Julie Ruttle

Telephone Number: (928) 603-4464
Similar Projects
(Use Separate Sheets as needed)

Provide information for at least TWO (2) similar projects successfully completed within the last FIVE (5) years. (See Section 1.1.2.)

BIDDER: R W Turner & Sons Pump + Windmill Co

(Bidder's name)

a. Name of Similar Project #1: Bagdad - SE Well

b. Contracting Party (Owner):
   Name: Freeport McMoRan Copper + Gold Inc
   Address: 40655 W Bagdad Transfer St R D. Bagdad, AZ
   Telephone Number: (928) 633-6032

c. If Joint Venture, names of each participant:
   N/A

d. Contract Price: $86,360.19

e. Description of Similar Project #1: water sample, clean well, scrap casing,
clean debris, acid wash, video well, install pump
(Briefly describe here, and attach a copy of the description in the Contract. Technical specifications may be requested by Chino Valley.)

f. Construction Manager(s) during the Similar Project #1:
   Name: Len Turner
   Address: 3471 N Hwy 89 Chino Valley, AZ
   Telephone Number: (928) 636-2771

g. Start date (notice to proceed issued): 11/6/17

h. Completion date provided for in the Contract: 11/3/17

i. Substantial completion date (approved by Owner): 11/28/17

j. Reasons why work was completed early, or why delays occurred:
   Delay for site check by Freeport McMoRan
k. Final price paid by Owner for the Similar Project #1: $8,340,184

l. If final price was 10% less or more than the original Contract Price, describe why:

   N/A

m. Describe any large cost over-runs (claims in excess of $__________) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:

   N/A

n. Did Owner file a lawsuit against Bidder concerning performance?
   Yes _____ No X If so, what was the result?

   

   

   

o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:

   NONE

   

   

p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No X Describe:

   

   

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Chino Valley may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.
Similar Projects
(Use Separate Sheets as needed)

Similar Project #2

BIDDER:  R.W. Turner & Sons Pump & Windmill Co
(Bidder's name)

a. Name of Similar Project #2:  Bagdad - 16'021 Well

b. Contracting Party (Owner):
   Name:  Freeport McMoRan Copper & Gold Inc.
   Address:  40655 W Bagdad Transfer St Rd Bagdad, AZ
   Telephone Number:  

c. If Joint Venture, names of each participant:
   N/A

 d. Contract Price:  $119,628.00

e. Description of Similar Project #2:  Install Pump & Motor

   (Briefly describe here, and attach a copy of the description in the Contract. Technical
   specifications may be requested by CHINO VALLEY.)

f. Construction Manager(s) during the Similar Project #2:
   Name:  Lon Turner
   Address:  3471 N Hwy 89 Chino Valley, AZ
   Telephone Number:  (928) 636-2771

g. Start date (notice to proceed issued):  4/30/18

h. Completion date provided for in the Contract:  10/30/18

i. Substantial completion date (approved by Owner):  10/4/18

j. Reasons why work was completed early, or why delays occurred:
   N/A

k. Final price paid by Owner for the Similar Project #2:  $119,628.00
1. If final price was 10% less or more than the original Contract Price, describe why:
   \[\checkmark/\Box\]

m. Describe any large cost over-runs (claims in excess of $________) disputed or contested by the Owner, the reasons for dispute, and ultimate resolution of the dispute:
   \[\checkmark/\Box\]

n. Did Owner file a lawsuit against Bidder concerning performance? Yes _____ No \(\times\) If so, what was the result? ________________________________

o. Following final payment on the Similar Project, has Bidder voluntarily or otherwise provided any additional work or repairs, or made any payments to the Owner to cure defects or fulfill warranties made to the Owner concerning the quality of the performance/or the work involved in the Similar Project? Describe:
   \[\checkmark/\Box\]

p. Has your company undergone a major change in ownership, management, size, or expertise since the time of this Similar Project? Yes _____ No \(\times\) Describe:
   ________________________________

All answers should be complete and informative. Attach additional sheets if needed to give a full answer. Chino Valley may in its discretion request Bidder to provide additional information concerning this Similar Project as part of its evaluation of the responsibility of the Bidder prior to award of the Contract.
Personnel/Subcontractor Qualifications

BIDDER: [Name]

(Bidder’s name)

a. List details of the construction experience of the Key Personnel (as defined in Paragraph 1.1.2 of the Contract Documents) directly involved in construction activities:

71 combined years of field experience in design, installation, and service of well pump and distribution systems.

b. Does Bidder have an adequate workforce to complete the Work if awarded the Contract? Describe, including general types of work performed with your own work force:

Yes, installation and service of well pump and distribution systems

c. What additional personnel may need to be hired by Bidder as employees, if awarded the Contract?

None

d. What other major projects is Bidder currently under contract to perform? (Describe the projects, completion dates)

Fm1 - R&R of pump equipment on 2000’ well

Fm1 - R&R of pump equipment on 1800’ well

e. Are subcontractors proposed by Bidder ready, willing, and able to perform the work? Yes [X] No [ ] (Chino Valley may request additional information concerning subcontractors’ past performance, personnel, equipment, licenses, and other pending projects)

f. If proposed subcontractors are not available, how does Bidder propose to replace the subcontractors? N/A

g. If Bidder requires additional or replacement personnel and/or subcontractors to complete the Work, and there is a labor shortage due to high volume of construction occurring in

3433466.1
the Phoenix metropolitan area, is Bidder able to complete the Work on time, as required by the Contract Documents? Yes ❌ No. Please describe. (Chino Valley does not consider mere labor shortage to qualify as force majeure.)

___Bidder has sufficient personal or staff___

___To complete the project in the time allotted.___

h. Has any corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principle of another organization? Yes ___ No ❌. If yes, described circumstances: ____________________________________________________________________________________

__________________________________________________________________________________________
Equipment

BIDDER: **Lone Turner**
(Bidder’s name)

a. Does Bidder own equipment necessary to complete the work if awarded the Contract? Explain:

   **YES, BIDDER HAS MORE THAN 1 PUMP HOIST AND SUPPORTING EQUIPMENT TO PERFORM.**

b. Will any equipment need to be rented or leased by Bidder? Explain:

   **NO.**
PERFORMANCE BOND

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, R.W. Turner & Sons Pump & Windmill Co., Inc. (hereinafter "Principal"); and Capitol Indemnity Company, a corporation organized and existing under the laws of the State of Wisconsin, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"); as Surety are held and firmly bound unto the Town of Chino Valley, County of Yavapai, State of Arizona in the amount of Thirty Five Thousand Seven Hundred Forty Two and 24/100 Dollars ($35,742.24), for the payment of which, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Town of Chino Valley, entitled County West Well #1 Improvements Project.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract with or without notice to the Surety, and during the life of the guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this 1st day of March, 2016.
State of AZ, County of Yavapai
Signed before me on this 4th day
of March, 2019 by Lon Turner
Notary Public

R.W. Turner & Sons Pump & Windmill Co., Inc.

PRINCIPAL

By

Capitol Indemnity Company

SURETY

By

Jaren Marx, Attorney-In-Fact

Address of Surety:
2121 N. California Blvd., Ste. 300
Walnut Creek, CA 94596-3572

NFP Property & Casualty Insurance Company

AGENT OF RECORD

17100 N 67th Ave #700, Glendale AZ 85308

AGENT ADDRESS

* attach Power of Attorney
LABOR AND MATERIALS BOND

STATUTORY PAYMENT BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENTS:

That, R.W. Turner & Sons Pump & Windmill Co., Inc. (hereinafter
"Principal"), as Principal and Capitol Indemnity Company, a corporation
organized and existing under the laws of the State of Wisconsin, duly licensed in and
holding a certificate of authority to transact surety business in the State of Arizona issued by the
Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter
"Surety"), as Surety are held and firmly bound unto the Town of Chino Valley, County of
Yavapai, State of Arizona in the amount of Thirty Five Thousand Seven Hundred Forty Two and 24/100 Dollars
($35,742.24), for the payment of which the Principal and Surety bind themselves, and
their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Town of
Chino Valley, entitled County West Well #1 Improvements Project.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal promptly pays all monies due to all persons supplying labor or Materials to the
Principal or the Principal’s Subcontractors in the prosecution of the Work provided for in the
Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title
34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be
determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2,
Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment
reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the
requirements of A.R.S. Section 7-101 are satisfied.

Witness our hands this 1st day of March, 2019.

State of AZ, County of Yavapai
Signed before me on this 4 day
of March, 2019 by Lon Turner
Notary Public

R.W. Turner & Sons Pump & Windmill Co., Inc.
PRINCIPAL

By

June 19

F-1

3433599
Jessica Peters
Notary Public
Yavapai, Arizona
My Comm. Expires 03/14/2022
Capitol Indemnity Company

SURETY SFA1.

By

Jaren Marx, Attorney-In-Fact

Address of Surety:

2121 N. California Blvd., Ste. 300

Walnut Creek, CA 94596-3572

NFP Property & Casualty Insurance Company

AGENT OF RECORD

17100 N 67th Ave #700, Glendale AZ 85308

AGENT ADDRESS

* Attach Power of Attorney
CAPITOL INDEMNITY CORPORATION

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

MICHAEL D. LAPRE; DEBORAH M. MCGUCKIN; RYAN ROGERS; THERESA NEWMAN

KEVIN P. SHINE; RICHARD D. STEPHENS; AMANDA BRENDL; JAREN MARX

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED $5,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 8th day of January, 2014.

Attest:

[Signature]
Richard W. Allen III
President
Surety & Fidelity Operations

STATE OF WISCONSIN
COUNTY OF DANE
S.S.

On the 8th day of January, 2014 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of CAPITOL INDEMNITY CORPORATION, the corporation described herein which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

[Signature]
Daniel W. Krueger
Notary Public, Dane Co., W1
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE
S.S.

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 1st day of March, 2019.

[Signature]
Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4650.
NOTICE TO PROCEED

DATE:

TO:

Subject: NOTICE TO PROCEED AND RETURN OF EXECUTED CONTRACT
Project Name:  
Contract No:  
Contract Amount: $  
Effective Date:  
P.O. Number:  
Council Approval:  

Project Number:  
Liquidated Damages: $__/day  
Substantial Completion Date:  
Final Completion Date:  
Item Number:  

This letter serves as ____________, NOTICE TO PROCEED with performance of the above-referenced project contract.

A fully executed and approved copy of the contract and the project’s purchase order are enclosed for your files. Also attached is a Notice-to-Proceed CD containing forms required for project completion and a Purchase Order. Please indicate the above-referenced contract number and project number on all correspondence. Failure to do so may cause unnecessary delays.

When submitting payment requests, the following information is needed:

1. Cover Letter transmitting the Pay Application, an updated cash flow, updated schedule and a summary of the project status.

2. A completed “Application and Certification for Payment”, on approved Chino Valley format.

3. A clear, detailed billing invoice, indicating the Contract Number, Project Number and Purchase Order Number referenced above.

If you have any questions please contact _________________ at (928) __-___.

Sincerely,

[NAME, TITLE]

ACCEPTANCE OF NOTICE

Receipt of the foregoing NOTICE TO PROCEED is hereby acknowledged by ______, this ___ day of __________, 20___.

By _________________________
Title _________________________
CHANGE ORDER NO. __________
(Contractor)

PROJECT:
DATE:
OWNER: Town of Chino Valley
PROJECT NO:
CONTRACT NO:
CONTRACTOR:
CONTRACT DATED:

CHANGES: The Contract is changed as follows: (Insert brief description)

COST/TIME: Original Contract Sum: $________
Previously Authorized Change Orders: $________
Contract Sum prior to this Change Order: $________
Change Order #__ Amount: $________
New CONTRACT SUM: $________

CONTRACT TIME will be increased by:

SUBSTANTIAL COMPLETION as of this Change Order:

Approved/Accepted by:

CONTRACTOR: ____________________________ (Name)
CHINO VALLEY ____________________________ (Date)

(Name) ____________________________ (Date)

Not valid until signed by Chino Valley. Signature of Contractor indicates acceptance, including
CONTRACT SUM and CONTRACT TIME.

Contractor agrees that the adjustment of the Contract Price and Contract Time reflected in this
Change Order represents the entire and complete adjustment of the Contract Price and
Contract Time for the changes set forth in this Change Order. The adjustment of the Contract
Price includes all direct costs of labor materials, services and equipment to complete such
changes as well as any and all indirect costs of impacts, delays, interference or hindrances in
performing, providing and completing the changes set forth in this Change Order. The
adjustment of the Contract Time includes all adjustments of time necessary to perform, provide
and complete the changes set forth in this Change Order and any and all impacts, delays,
interference or hindrances in performing, providing and completing the changes.
TOWN OF CHINO VALLEY, ARIZONA
CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS

PROJECT

To Town of Chino Valley, Arizona

Department:

The undersigned hereby certifies that (1) all lawful claims for Materials, rental of
equipment and labor used in connection with the construction of the above Project, whether by
Subcontractor or claimant in person, have been duly discharged; and (2) to the best of
undersigned's knowledge, there are not any disputed or unresolved claims of any type for
Materials, equipment or labor in connection with this Project.

The undersigned, for the consideration of $__________, as set out in the final
pay estimate, as full and complete payment under the terms of the Contract, hereby waives and
relinquishes any and all further claims or right of lien under, in connection with, or as a result of
the above-described Project. The undersigned further agrees to indemnify and save harmless
Town of Chino Valley against any and all liens, claims of liens, suits, actions, damages, charges
and expenses whatsoever, which said Chino Valley may suffer arising out of the failure of the
undersigned to pay for all labor performance and Materials furnished for the performance of said
installation.

Signed and dated at ____________________, this _____ day of
_____________________, 20____.

__________________________
Contractor

By __________________________

STATE OF ARIZONA

) ss.

County of Yavapai

The foregoing instrument was subscribed and sworn to before me this _____ day of
_____________________, 20____.

__________________________
Notary Public

My Commission Expires:

__________________________
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

1. Traffic Control - Traffic shall be maintained within Country West Mobile Home Park at all times. No separate payment for Traffic Control will be made. Any and all costs for Traffic Control shall be included in the price of the work.

2. Product Data – In addition to the requirements of Section 12 of the General Conditions, all submittals shall include the following product data:
   a. Design features.
   b. Load capacities.
   c. Efficiency ratings.
   d. Material designations by UNS alloy number or ASTM Specification and Grade.
   e. Data needed to verify compliance with the Specifications.
   f. Catalog data.
   g. Nameplate data.
   h. Clearly mark submittal information to show specific items, materials, and accessories or options being furnished.

3. Shop Drawings – In addition to the requirements of Section 12 of the General Conditions, all shop drawings shall include:
   a. Drawings for equipment shall include cut-away drawings, parts lists, material specification lists, and other information required to substantiate that proposed equipment complies with specified requirements.
   b. Outline drawings shall show equipment, driver, driven equipment, pumps, seal, motor(s) or other specified drivers, variable frequency drive, shafting, U-joints, couplings, drive arrangement, gears, base plate or support dimensions, anchor bolt sizes and locations, bearings, and other furnished components.
   c. Installation instructions should include leveling and alignment tolerances, grouting, lubrication requirements, and initial Installation Testing procedures.
   d. Wiring, control schematics, control logic diagrams and ladder logic or similar are required for computer-based controls.
   e. Submittals shall include recommended or normal operating parameters such as temperatures and pressures.
   f. Submittals shall show alarm and shutdown setpoints for all controls furnished.
4. Installation –
   a. Field Measurements – Prior to shop drawing submittals, Contract shall make the necessary measurements to verify any dimensions needed to ensure equipment and ancillary appurtenances will fit within the available space.

5. Scheduling – In addition to the requirements of General Conditions Section 11, the Contractors schedule shall include order lead times for all necessary equipment and other parts related to the Work.

6. Warning Signs – If warning signs are required per the appropriate code, the signs shall be included. Costs for warning signs shall be included in the price of the Work. No separate payment for warning signs will be made.
PART 1  GENERAL

1.01 SUMMARY

A. Section includes: Submersible well pump with features as scheduled in the Pump Schedule.

1.02 REFERENCES

A. American Water Works Association (AWWA):
   1. C654 - Disinfection of Wells.

B. ASTM International (ASTM):

C. The Hydraulic Institute (HI):
   1. 2.1-2.4 - Rotodynamic (Vertical) Pumps
   2. 9.1-9.5 - Pumps - General Guidelines for Types, Definitions, Application, Sound Measurement and Decontamination.

D. NSF International (NSF):

E. International Standards Organization (ISO):
   1. 9001 - Quality Management Systems -Requirements.

1.03 DEFINITIONS

A. Pump head (total dynamic head, TDH), flow capacity, pump efficiency, net positive suction head available (NPSHa), and net positive suction head required (NPSHr): As defined in HI 2.1-2.2, 2.3, 2.4, 9.1-9.5, and 14.6 and as modified in the Specifications. The pump head and efficiency are evaluated at the outlet of the discharge head and include the net losses in the pump column and discharge.

B. Flow, head, efficiency, and motor horsepower specified in this Section are minimums unless stated otherwise.

C. Suction head: Gauge pressure available at pump intake flange or bell in feet of fluid above atmospheric.

D. Tolerances: This Section and related sections contain tolerances that may be more stringent than Hydraulic Institute Standard tolerances. Where tolerances are not mentioned, HI 2.1-2.2, 2.3, 2.4, and 9.1-9.5 shall apply.
1.04 SYSTEM DESCRIPTION
   A. Components: Pump as specified or as scheduled with shafts, columns, intermediate bearings, seals or packing, couplings, and other items as required for a complete and operational system.

1.05 SUBMITTALS
   A. Submit shop drawings of well pump and column pipe assembly, PVC transducer tube, and proposed storage method. Submit per Delivery, Storage, and Handling specification.

1.06 QUALITY ASSURANCE
   A. General: As specified in the General and Supplemental Conditions.

1.07 DELIVERY, STORAGE, AND HANDLING
   A. As specified in the General and Supplemental Conditions, or per Manufacturer’s recommendations.

1.08 WARRANTY
   A. Warranty for all new components and installation shall be two (2) years from approval of Field Functional and Vibration Tests.

1.09 MAINTENANCE
   A. Spare parts: Deliver the following spare parts to Owner; pack and label for storage.
      1. Seal packing material: 1 set of each type supplied.

PART 2 PRODUCTS

2.01 MANUFACTURERS
   A. One of the following:
      1. National Pump Company.
      5. Weir/Floway.
      6. Peerless.

2.02 MATERIALS
   A. General:
      1. Materials in the Pump Schedule shall be the type and grade as specified in this Section.
   
   B. Drinking water pumps: Provide materials in conformance with Delivery, Storage, and Handling specification.
   
   C. Cast iron: In accordance with ASTM A48, Class 30 minimum.
   
   D. Silicon bronze: In accordance with ASTM B584, Alloy C87600.
E. Red bronze: In accordance with ASTM B584, Alloy C83600.

F. Type 416 Stainless Steel: In accordance with ASTM A582.

G. Type 304 Stainless Steel: In accordance with ASTM A276.

H. Steel pipe: In accordance with ASTM A53, Grade B.

2.03 GENERAL PUMP CONSTRUCTION
   A. Type: Industrial, heavy duty, submersible type pumps meeting performance requirements and features as scheduled and as specified.

2.04 PUMP SUCTION ASSEMBLY
   A. Suction case shall be taper-threaded to accept an inlet strainer.

   B. A sand collar shall be pressed on or set screwed to the bowl shaft, immediately above the housing.

2.05 IMPELLER BOWL ASSEMBLIES
   A. Pump impeller assembly:
      1. Number of stages: four.
      2. Required balance: As required by manufacturers’ recommendations to meet vibration criteria.

   B. Discharge and suction bowl bearing:
      1. Provide bronze bearings with self-contained lubrication system filled with graphite type non-soluble grease when grease lubrication scheduled; provide bearing with sand cap.
      2. Provide non-toxic grease approved by the Food and Drug Administration for use in potable water.

2.06 COLUMN PIPE
   A. Design working pressure: Design to withstand a design working pressure not less than 1.20 times the maximum shutoff total dynamic head with the maximum diameter impeller at the maximum operating speed plus the maximum suction static head.

   B. Lengths and connections: Design with maximum 20-foot length.

2.07 FINISHES
   A. Prepare surfaces and apply protective coatings as specified below.

   B. Solvent clean and sandblast surfaces to be coated per SSPC SP-1 and SP-10.

   C. Materials:
      1. Aliphatic or aliphatic-acrylic polyurethane not less than 80-percent solids with a mixed flashpoint of 140 degrees F or less. As manufactured by one of the following or equal:
a. Carboline: Carbothane 134 MC.
b. Devoe: Devthane 379 H.
c. PPG Amercoat: Amershield VOC.

D. Application:
1. Mix and apply per manufacturer's instructions.
2. Submerged ferrous surfaces:
   a. Apply minimum 2-coat system with a minimum DFT of 12 mils.
3. Exposed ferrous surfaces.
   a. Apply a 3-coat system consisting of:
      1) Primer: 4 to 5 mils DFT high solids epoxy.
      2) Intermediate coat: 4 to 5 mils DFT high solids epoxy.
      3) Top coat: 2.5 to 3.5 mils DFT aliphatic or aliphatic-acrylic polyurethane.
4. Items not to be coated:
   a. Aluminum, brass, bronze, copper, plastic, rubber, stainless steel, and chrome.
   b. Grease fittings.
   c. Fiberglass.

PART 3 EXECUTION

3.01 INSTALLATION
A. Install products in accordance with manufacturer's instructions and as approved with the submittals.

3.02 COMMISSIONING
A. Source Testing:
   1. As scheduled.
B. Functional Testing:
   1. As scheduled

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<th>Deep Well 3</th>
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</thead>
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<td>Service</td>
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</table>

Design Conditions:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow, gpm</td>
<td>500</td>
</tr>
<tr>
<td>Total Dynamic Head, Feet</td>
<td>270</td>
</tr>
<tr>
<td>Minimum Bowl Efficiency, Percent</td>
<td>77%</td>
</tr>
<tr>
<td><strong>Motor Horsepower</strong></td>
<td>50</td>
</tr>
<tr>
<td>----------------------</td>
<td>----</td>
</tr>
<tr>
<td><strong>Synch Speed rpm</strong></td>
<td>3600</td>
</tr>
<tr>
<td><strong>Top of pump bowl assembly, feet</strong></td>
<td>357</td>
</tr>
</tbody>
</table>

**Pump Characteristics:**

<table>
<thead>
<tr>
<th><strong>Number of Stages</strong></th>
<th>Per Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Impeller type</strong></td>
<td>Enclosed</td>
</tr>
<tr>
<td><strong>Pump Impeller Bowl Bearing Lubrication</strong></td>
<td>Grease</td>
</tr>
<tr>
<td><strong>Suction Strainer</strong></td>
<td>Stainless Steel</td>
</tr>
<tr>
<td><strong>Column Connection Type</strong></td>
<td>Threaded</td>
</tr>
<tr>
<td><strong>Maximum Column Section Lengths, Feet</strong></td>
<td>20</td>
</tr>
<tr>
<td><strong>Coupling Type</strong></td>
<td>Threaded</td>
</tr>
<tr>
<td><strong>Maximum diameter pump bowl assembly, inches</strong></td>
<td>8</td>
</tr>
<tr>
<td><strong>Column pipe internal diameter, inches</strong></td>
<td>6</td>
</tr>
</tbody>
</table>

**Tag Numbers**

| 55-621557 |
| Country West #1 |

**Pump Materials:**

<table>
<thead>
<tr>
<th><strong>Suction Bearing</strong></th>
<th>Marine</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Impeller Cases</strong></td>
<td>ASTM A536 grade 65-45-12 ductile iron</td>
</tr>
<tr>
<td><strong>Impeller (enclosed)</strong></td>
<td>ASTM B584, C83800 bronze</td>
</tr>
<tr>
<td><strong>Impeller Bearing</strong></td>
<td>Combination (bronze and rubber) or Marine</td>
</tr>
<tr>
<td><strong>Impeller Shaft Key or Collet</strong></td>
<td>Steel Collet</td>
</tr>
<tr>
<td><strong>Column Material and Schedule</strong></td>
<td>Steel Pipe, Sch 40</td>
</tr>
</tbody>
</table>

**Source Testing:**

| **Test Witnessing** | Not Witnessed |

**Functional Testing:**

| **Performance Test Level** | Witnessed |
| **Vibration Test Level** | Not Witnessed |
Town Council Regular Meeting

Meeting Date: 03/12/2019
Contact Person: Vickie Nipper, Deputy Town Clerk
Phone: 928-636-2646 x-1210
Department: Town Attorney
Item Type: Executive Session
Estimated length of staff presentation: None

AGENDA ITEM TITLE:
An executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4) for discussion or consultation with the Town Attorney regarding a letter filed with the Attorney General with regard to a previous Council action pertaining to Proposition No. 127. (Andrew McGuire, Town Attorney)

RECOMMENDED ACTION:

Fiscal Impact
Attachments

No file(s) attached.