LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARNOLD MACHINERY COMPANY

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Arnold Machinery Company, a(n) Utah company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On September 11, 2020under S.A.V.E Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Contract No. CTR051550 Forklifts , Repair and Preventative Maintenance("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 11, 2020, until the date the contract expires on September 10, 2023 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 10, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

September 10, 2023. The City may renew the term of this Agreement for two additional one-year terms until the Cooperative Purchasing Agreement expires on September 10, 2025. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

   A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.

   B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

   A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.

   B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed One hundred and sixty thousand dollars ($160,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

   a. the forced labor of ethnic Uyghurs in the People's Republic of China;

   b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

   c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o William Stout
6210 W. Myrtle Ave.
Glendale, AZ 85301

And

Arnold Machinery Company
c/o Trever Braniff
3000 S. 44th St.
Phoenix, AZ 85040

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Arnold Machinery Company,
a Utah company

By: _____
Name: ~~Trever Braniff~~ VP Sales
Title: ~~Sales Consultant~~ Justin Fantauzzi

ATTEST:

_____

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARNOLD MACHINERY COMPANY

EXHIBIT A

(Arnold Machinery Company State of Arizona contract # CTR051550 Forklifts, Repair and Preventative Maintenance.)

ADOT
Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: ARNOLD MACHINERY CO CTR051550	AMENDMENT NO.: Two (2)
DESCRIPTION: Forklifts, Repair and Preventative Maintenance	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from September 11, 2022 through September 10, 2023 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

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ADOT Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arnold Machinery
Offeror (Company) Name

3200 S. 44th Street
Address

Phoenix AZ 85395
City State Zip

PatrickW@arnoldmachinery.com
Email Address

Arnoldmachinery.com
Company Email Address

Signature of Person Authorized to Sign Offer

Patrick Wallace 8/27/2020
Printed Name Date

Director of Sales
Title

602-237-3755
Phone Number

602-237-4659
Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR051550 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 11th day of September 20 20

DocuSigned by:
Jennifer Hefley
8FE8414AC4954B9...
Procurement Officer

9/10/2020
Awarded Date

ADOT
Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

INVITATION FOR BID

SOLICITATION NUMBER: BPM0002843

DESCRIPTION: Forklifts, Repair and Preventative Maintenance

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Pamela Veal
Procurement Officer
Phone: 602.712.7564
Email: PVeal@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2533 and A.A.C. R2-7-B301 et seq., Competitive Sealed Bidding.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona has a requirement for the purchase of Forklifts, Repair and Preventative Maintenance.

2. Introduction and Background

2.1. The State of Arizona intends to establish statewide term contract for purchasing a wide range of forklifts, forklift repair and preventative maintenance. The range of forklifts include: 3K to 20K lbs. LP/gas powered; 3K to 12K lbs. electric powered, 18K to 35K lbs. diesel powered.

3. General Requirements

3.1. The Contractor must be able to provide complete forklift units for purchase as well as provide forklift repair and forklift preventative maintenance for the state's existing forklift equipment containing approximately 30 forklifts.

3.2. Forklifts supplied shall be based on a standard model of a manufacturer with experience in the production of forklifts, equipped as necessary to meet the requirements of the Specifications. All forklifts shall be complete with all equipment and accessories necessary for safe and efficient operation.

3.3. Forklifts shall be delivered as a complete unit, certified and ready for immediate job site operation within the State of Arizona.

3.4. The Contractor shall use material and design practices that are the best available in the industry for the type of operating conditions to which the item(s) could be subjected. All parts, equipment and accessories must conform in strength, quality of material and workmanship to recognized industry standards.

3.5. The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied will exceed the usual quantity, quality or capacity supplied with standard production item(s) and it must be able to withstand unusual straining exposure, temperature, wear and use.

3.6. Each component of the complete unit shall be adequate for and compatible with all structural and performance demands placed upon it as a part of the complete unit. The equipment specified must be equipped with those items normally supplied in the stream of commerce.

3.7. The equipment will be used statewide at elevations from near sea level to 8,000 feet elevation and in ambient temperatures ranging from -10° to 125° F. The equipment must operate normally throughout this range of conditions without special adjustments or alterations.

3.8. The complete equipment/material offer shall not include any major component that are of a prototype nature or that have not been used in production for a sufficient length of time to demonstrate reliability.

3.9. The equipment supplied must conform to all applicable OSHA (Occupational Safety and Health Administration), FMVSS (Federal Motor Vehicle Safety Standards, Arizona Revised Statutes regulations and other industry standards in effect at the time of delivery.

3.10. The dimensions, capacities, weights, and gauges stated in the written specifications are to be considered nominal unless otherwise stated as a minimum, maximum, or exactly, for specific strength, fit or purpose.

3.11. When equipment is purchased in quantities greater than one, each unit will be identical in all aspects of design and manufacture. The total number of equipment purchased over the life of the contract is dependent upon budget resources for each fiscal year, available funds, and unforeseen changes within the Department.

3.12. **The color of the equipment shall be the manufacturer's standard color.**

3.13. All equipment supplied pursuant to the resulting contract shall be new, unused, current production models equipped as described in the manufacturer's published literature and specification sheets. Any variations between the equipment offered, the descriptive literature and/or the specification submitted shall be noted by the Contractor in a separate letter which shall be incorporated to the resultant contract. The equipment specified herein shall be equipped with those items normally supplied in the stream of commerce.

4. Specific Requirements

4.1. Technical Specifications for Purchased Forklifts

4.1.1. Counterbalance lift trucks shall have the range of lift capacities specified in 4.1.5.1 powered by LP/gas, electric, and diesel fuel with pneumatic and cushion tires as available.

4.1.2. The Roll Over Protection Systems/Falling Object Protection Systems (ROPS/FOPS) structure furnished, shall meet all applicable safety regulations, standards, and guidelines.

4.1.3. **Brakes:** The Contractor shall furnish Hydraulically-actuated service brakes, self-adjusting, outboard mounted on drive axle, with non-asbestos linings. Mechanical hand-operated parking brake.

4.1.4. **Controls:** The Contractor shall furnish permanently-labeled, easily legible controls within easy reach of operator while seated.

4.1.5. **Performance:** The Contractor shall furnish:

4.1.5.1. Lift Capacity ranges at 24" lift center shall be:

4.1.5.1.1. LP/gas powered 3,000 lbs. to 20,000 lbs. – pneumatic and cushion tire models

4.1.5.1.2. Electric powered – 3,000 lbs. to 12,000 lbs. - cushion tire models

4.1.5.1.3. Diesel powered - 18,000 lbs. to 35,000 lbs. – pneumatic tire models

4.1.5.2. **Mast:** The Contractor shall furnish:

4.1.5.2.1. High visibility design
4.1.5.2.2. Optional mast height sizes shall be available at the Agencies request
4.1.5.2.3. Furnish 48" tall load backrest on fork carriage

4.1.6. **Mast, Tilt, Forward/Back:** The Contractor shall furnish manufacturer's standard mast tilt feature.

4.1.7. **Forks:** The Contractor shall furnish two (2) each tapered forks, standard manufacturer's size for each model.

4.1.8. **Side Shift:** The Contractor shall furnish hydraulic side shift mechanism for forks, to shift fork carriage to either side.

4.1.9. **Hydraulic System:** Hydraulic reservoir shall include permanently affixed label close to fill cap stating "Hydraulic Oil Only". The oil level sight glass in an easily visible position with permanently inscribed mark or indicator for reservoir full level, and valve on suction line at reservoir to permit removal of suction line without draining reservoir.

4.1.10. **Engine Powered Forklifts:** The engine shall be propane powered, industrial engine or diesel engine as appropriate for the size of the lift truck.

4.1.11. **Cooling System:** The cooling system must be capable of supporting extended use of forklift in 110° ambient temperatures. To include heavy-duty engine radiator with transmission oil cooler.

4.1.12. **Electrical:** The electrical system shall have a 12 volt negative ground system.

4.1.13. **Battery:** The battery shall be maintenance free and as recommended by engine manufacturer.

4.1.14. **Filters:** The filters shall be as recommended by engine manufacturer.

4.1.15. **Fuel System:** The fuel system shall be powered by liquid petroleum gas (LPG) gas and shall have fixed bracket(s) and tank or diesel for larger lift trucks.

4.1.16. **Gauges and Warning Lights:** The Contractor shall furnish:

4.1.16.1. Electronic (LCD-type) engine hour meter.
4.1.16.2. Equipment to include manufacturer's standard gauge and warning light package designed to alert the operator to critical engine, electrical, transmission, and hydraulic system malfunctions and operating parameters.

4.1.17. **Transmission – Internal Combustion Engine Forklifts:** The Contractor shall furnish:

4.1.17.1. Powershift transmission with one each forward and reverse speeds – range shift with 2 speeds larger size categories when available as standard offering.
4.1.17.2. Spin-on transmission oil filter.

4.1.18. **Electric Forklift Propulsion System**

4.1.18.1. The traction motor shall be 36 volt electric system for forklift propulsion.
4.1.18.2. A battery charger shall be furnished for the electric forklift.

4.1.19. **Safety Equipment**

4.1.19.1. The equipment shall have electric backup alarm, minimum 100 dbA self-adjusting based on background noise, and weatherproof.
4.1.19.2. The horn shall be electric.
4.1.19.3. The equipment shall have two (2) front LED working lights, one (1) rear LED working/backing light and a brake/tail light.
4.1.19.4. The lights shall include Amber Class 1 LED strobe light mounted under the FOPS/ROPS structure.
4.1.19.5. The equipment shall have 2.5 lb. minimum dry chemical fire extinguisher.

4.1.20. **Seating:** The seating shall be standard low-back bucket seat with lap-type seat belt.

4.1.21. **Steering:** The equipment shall have hydrostatic steering, functioning independent of engine speed with tilt steering column.

4.1.22. **Tires/Wheels (Pneumatic Tire Models)**

4.1.22.1. Pneumatic tires (pneumatic shaped solid) are required for proper traction in gravel and/or unpaved lots, as well as concrete shop floors.
4.1.22.2. Drive Axle: Single Pneumatic tire and wheel on each side, with non-directional traction tread. When standard product capacity requires dual tires on each side, they must be furnished.
4.1.22.3. Steer Axle: Single Pneumatic tire and wheel on each side, with non-directional traction tread.
4.1.22.4. Tires and wheels on each axle shall have load ratings equaling or exceeding the maximum rated load for the axle.

4.1.23. **Optional Equipment:** These options must be included as part of the catalog offering and are subject to the discount pricing listed on the Offer Response form in section 1.6. These are noted as minimum requirements only and are not limited to:

4.1.23.1. Fork spread with hydraulic power
4.1.23.2. Fork extension
4.1.23.3. Dual tires on drive axel
4.1.23.4. High capacity electric charger for fast charging cycle

4.2. **Training Requirements for Forklift purchases:**

4.2.1. The Contractor shall provide, arrange and coordinate factory-authorized operator and preventative maintenance training at the Departments requested locations. The training shall be at no additional cost to the Department.

4.2.2. If the Contractor forfeits or is unable to perform training within the three (3) month requirement, as outlined below, the Contractor could incur the cost of the Department obtaining the training requirements from an outside training institution and/or "other vendor/supplier.

4.2.3. Only qualified, factory-trained personnel shall conduct all training sessions in accordance with contract specifications. Qualified means that the trainer has a high level of knowledge and experience relating to the type and model of equipment purchased. Operator and technician training must be completed within three (3) months of the acceptance date of the vehicle or equipment by the Department. After initial Contractor technical training, the Contractor shall return three (3) months prior to the expiration of the warranty to conduct refresher mechanic training.

4.2.4. The minimum qualifications of the Contractor training personnel are as follows:

4.2.4.1. Persons conducting the operator's training must have at least one (1) year of hands on experience of operating the equipment purchased.

4.2.4.2. Persons conducting the technician training must be certified Master Technician and must have at least one (1) year of hands on experience in performing preventative maintenance and repair of the equipment purchased.

4.2.4.3. The Contractor will be required to provide and maintain the contact names and numbers, and certifications (if applicable) of the individuals who will be providing the operator and service training at the post award meeting.

4.2.4.4. The Contractor may be required to conduct additional training at no cost to the Agency, to satisfy the operational and technical training requirement. If necessary, the Contractor shall conduct additional training at the same locations.

4.2.5. **Operator Training:** The Contractor shall provide services of qualified, factory-trained personnel for training sessions of no less than four (4) hours duration at the Agency location within the State that will be receiving the equipment. Operator training will pattern the start and stop times of each operator site location. The training shall contain the following information:

4.2.5.1. Vehicle Introduction
a. Description of system and components
b. Maintenance services and lubrication
c. Vehicle operation

4.2.5.2. Engine
a. Operation

b. Engine controls manual, electronic, and shut down

4.2.5.3. Transmission
a. Description of systems and components
b. Operation
c. Maintenance services and lubrication
d. Service requirements (proper methods and intervals)
e. Controls (manual, electronic, if equipped)

4.2.5.4. Brakes and Air Supply System
a. Description of systems and components
b. Operation
c. Maintenance services, inspection and lubrication of components
d. Warning devices and troubleshooting

4.2.5.5. Body and Components
a. Lubrication and operator adjustments (if applicable)

4.2.5.6. Hydraulic Systems
a. Description of systems and components
b. Operational controls (manual, electronic, and automatic sequencing)
c. Maintenance services

4.2.5.7. Safety Device requirements for equipment operation and operator safety.

4.2.5.8. At the conclusion of each training session, the attending personnel will be able to:

4.2.5.8.1. Describe the operating capabilities and any special or "new" features present on the equipment.

4.2.5.8.2. Identify all control devices and in particular those which are new or unique to this equipment model.

4.2.5.8.3. Use the Operator's Manual to identify:
a. Special safety considerations including Cautions and Warnings applicable to the operation of the equipment.
b. Manufacturer's recommended preventive maintenance service intervals and procedures including pre and post operational inspection and service requirements.

4.2.5.8.4. Demonstrate on the equipment:
a. The ability to identify inspection and service points
b. Proper start up and shutdown procedures
c. Proper use of controls, in particular those that are new or unique to this equipment model
d. The use of proper safety equipment

4.2.5.9. The Contractor may videotape the training only with prior approval of the eligible agency. The Contractor will provide the location with one (1) copy of any existing visual aids/materials which cover the inspection, service and operation of the specified equipment at the request of the Agency.

4.2.6. **Technical Service Training**

4.2.6.1. The Contractor must provide services of qualified, factory trained personnel for training sessions of no less than eight (8) hours duration at the organization location within the State that will be responsible for maintaining the equipment. Training should pattern the operating hours of the shop.

4.2.6.2. Contractor preparation for conducting service training must consist of the following items:

4.2.6.2.1. Course Outline provided to the Agency prior to training.
4.2.6.2.2. Cover class objectives at beginning of class
4.2.6.2.3. Projector and screen
4.2.6.2.4. Laptop/diagnostic computer
4.2.6.2.5. Power point presentation demonstrating component and systems operation
4.2.6.2.6. Provide handouts for diagnostics, maintenance schedules, vehicle/equipment operation, and repair.
4.2.6.2.7. Visual aids for operation, teardown or repair.
4.2.6.2.8. Provide a pre-test or post-test of vehicle/equipment operation, systems, maintenance and repair for class distribution.

4.2.6.3. All technical service training will contain the following information:

4.2.6.3.1. Technical Manuals
a. Format
b. Use
c. Internet access instruction for service manuals, warranty and technical service bulleting information.

4.2.6.3.2. Vehicle Introduction
a. Description of system and components
b. Maintenance services and lubrication
c. Vehicle operation
d. Warranty specifications and requirements

4.2.6.3.3. Engine
a. Operation
b. Maintenance services and lubrication
c. Tune up
d. Engine controls (manual, electronic, if equipped, shut down, computer controls, if equipped, and troubleshooting)

e. Cooling system (integrated sub system with pump for aux. cooling, coolant recovery system)
f. Oil filtration system
g. Ignition system (diagnosis repair and troubleshooting)
h. Fuel system (diagnosis repair and troubleshooting) (EFI/PFI, if equipped)
i. Computer codes if required

4.2.6.3.4. Transmission
a. Description of systems and components
b. Operation
c. Maintenance services and lubrication
d. Service requirements (proper methods and intervals)
e. Controls (manual, electronic, if equipped)
f. Integrated emergency warning system
g. PTO (operation, maintenance services, repair and troubleshooting lubrication)
h. Split shaft PTO operation if equipped

4.2.6.3.5. Brakes and Air Supply System
a. Description of systems and components
b. Operation
c. Maintenance services, repair and lubrication of equipment
d. Repair and component replacement (brakes and air systems)
e. Warning devices and troubleshooting
f. Anti-lock system if equipped

4.2.6.3.6. Body and Components
a. Lubrication and service requirements
b. Adjustments (compartment doors, lids and covers)

4.2.6.3.7. Hydraulic Systems
a. Description of systems and components
b. Operational controls (manual, electronic, and automatic sequencing)
c. Robotics
d. Maintenance services, repair and lubrication
e. Troubleshooting
f. System diagnosis

4.2.6.3.8. Complete electrical components
a. Troubleshooting and repair

4.2.6.3.9. Calibration Systems (if applicable)
a. Description of system and components
b. Operation controls

c. Complete calibration procedures

4.2.6.3.10. Diagnostic program/scan tool operation and troubleshooting.

4.2.6.4. At the conclusion of each training session, the attending personnel will be able to:

4.2.6.4.1. Describe the primary equipment systems design features, function & capabilities.

4.2.6.4.2. Identify the primary equipment systems component location and function.

4.2.6.4.3. Use Manufacturer's reference literature and materials to identify:

a. Manufacturer's Preventive Maintenance service intervals & procedures
b. Recommended system diagnostic procedures & repair processes
c. Representative component part numbers & nomenclature

4.2.6.4.4. Demonstrate on the equipment, the use of specified diagnostic procedures and appropriate tools/devices to diagnose the most likely primary equipment system failures & describe the procedures that would be required to repair these failures.

4.2.6.5. The Contractor may videotape the training only with prior approval of the eligible agency. The Contractor will provide the location with one (1) copy of any existing visual aids/materials which cover the inspection, service and operation of the specified equipment at the request of the Agency.

4.2.7. **Manuals**

4.2.7.1. The Contractor must furnish the following manuals at no additional cost to the Department:

4.2.7.1.1. Operator's Manual, per unit order – one (1) printed version
4.2.7.1.2. Parts Manual, per order - one (1)
4.2.7.1.3. Service & Repair Manual, per order – one (1)
4.2.7.1.4. Overhaul Manual, per unit ordered – one (1)

4.2.7.2. All manuals shall be made available on the manufacturer's website.

4.2.7.3. The manuals and schematics supplied should provide complete and comprehensive information on all equipment components and accessories, as supplied to comply with this Specification, including wiring diagrams, hydraulic/pneumatic schematics, if applicable (for engine, chassis and all additional equipment added to the base vehicle or equipment).

4.2.7.4. The Contractor shall submit recommended lists of wear items and consumables required to routinely service this equipment. If the part numbers are OEM specific, a cross reference must also be provided to at least two (2) other

equivalent brands. The manuals and schematics supplied will provide complete and comprehensive information on all equipment components and accessories, as supplied to comply with this specification.

4.2.7.5. The Contractor shall provide complete maintenance/service support including manufacturer website access and subscriptions for maintenance and parts, diagnostic computer software and diagnostic hardware with communication modules and scanners.

4.2.7.6. If changes, modifications, additions or alterations of any kind are made on the equipment, the Contractor will provide blueprints, line drawing and descriptive text sufficient to allow one of average skill in general mechanics to diagnose, repair and maintain the equipment and all components.

4.2.7.7. On equipment assembled from manufactured components, the parts manuals must show the Manufacturer of each part and all cross referencing between the Contractor and the Manufacturer.

4.2.7.8. The books and manuals will be delivered to the Agency, preferably with the delivery of the first unit, but no later than delivery of the last unit identified by each purchase order.

4.2.7.9. The Agency reserves the right to reproduce any material for educational purposes only.

4.3. **Diagnostic Equipment/Subscriptions:** The Contractor shall supply a diagnostic scan tool, laptop program, or yearly subscription to each Agency location responsible for repairing the equipment at no additional cost.

4.4. **Parts and Repair Services:** The Contractor shall provide locations that are capable of providing repairs, parts, and preventive maintenance (PM) services when requested by an Agency. Preventative maintenance shall follow the manufacturer's requirements.

4.4.1. **Certifications/Safety Standards/Regulations:** The Contractor shall provide all necessary parts, supplies and labor necessary to perform repairs and shall meet or exceed all manufacture's recommendations and standards. Repair services shall be performed in conformance with all provisions of this contract, legal statutes, code requirements, industry standards and applicable OEM specifications.

4.4.2. **Shop Supplies:** Shop Supplies shall not exceed 5% of the total labor cost per job and will not exceed a total of $150.00 per job. No item shall be charged as a part if it is charged as a shop supply.

4.4.3. **Response Times:** The Contractor shall provide turnaround time as estimated or quoted when scheduling services with eligible agencies in order to reduce downtime on equipment.

5. Contractor's Responsibilities

5.1. Authorized Service and Repair Facilities

5.1.1. The Contractor shall have the ability to ensure acceptable performance under a statewide contract. This includes the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes.

5.1.2. The Contractor shall be a manufacturer or dealer for manufacturer of forklifts. Manufacturers shall have a servicing dealer located in Maricopa County, Arizona. Contractor shall be able to deliver to Agency shown on purchase order from local dealer and provide warranty repair at local dealer.

5.2. **Warranty Claims Repair and Service:** The Contractor shall assume the cost of transporting the equipment from the State to the nearest service and repair facility if warranty repair cannot be completed at the base location of lift truck, and returning the completed equipment back to the State. The warranty for the equipment shall be no less than the manufacturer standard warranty.

5.3. **Extended Warranty Plans:** The Contractor may provide extended warranty plans for Agency consideration as indicated in the Offer Response Form.

1. **Contract Term**

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled, or extended as otherwise provided herein.

2. **Contract Extension**

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. **Eligible Agencies**

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative agreement with the State Procurement Office as required by A.R.S. §41-2632.

4. **Non-Exclusive Contract**

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. **Ordering Process**

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of 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.

6. **Shipping Terms**

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damages shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. **Delivery**

Deliveries shall be completed in accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. **Inspection and Acceptance**

Each item delivered shall be subject to a complete inspection by the Department within 5 days after delivery. Inspection criteria shall include, but not limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. **Invoicing and Payment**

Separate invoices are required for each shipment of product or service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased
- Line Item Unit of Measure
- Price per Unit and Total
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable Taxes
- Applicable Shipping/Freight Charges
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The Department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. Estimated Usage

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. Price Reduction

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. Price Increase

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State.

13. Safety Standards

Items supplied under this contract shall comply with all current applicable safety standards and regulations, including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. Warranty

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. Any defects of design, workmanship or materials shall be fully corrected by the Contractor (including parts and labor) without cost to the Department.

3. The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance by the Department.

15. Current Products

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. Product Discontinuance

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. Contract Administration

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

a. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

b. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile.

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. Cancellation for Possession of Weapons on ADOT Property

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. §13-1502, "Criminal trespass in the third degree; classification."

20. Review of Contractor's Work

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The Department reserves the right to make such reviews and pass upon the acceptability of the Contractor's work. Partial acceptance shall not relieve the Contractor's obligation to correct, without charge, any errors in the work performed under this contract.

21. Accuracy of Work

The Contractor shall be responsible for the accuracy of the work and shall promptly make all the necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the Department shall not relieve the Contractor of the responsibility for subsequent correction of any such errors and clarification of ambiguities.

22. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, 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 subcontract(s) is/are an agency, board, commission, or university of the State of Arizona.

23. Insurance

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within (five) calendar days of notification of contract award by the Procurement Officer.

Contractors and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury

to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its 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 arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the 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 (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, 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
• Garage Liability (Premises and Operations)	$1,000,000
• Garagekeepers Legal Liability – Direct Primary Coverage:	
▪ Per Auto	$500,000
▪ Comprehensive – aggregate	$1,000,000
▪ Collision	$500,000

a. The policy shall be endorsed to include direct primary Garagekeepers Legal Liability coverage.
b. Policy shall be endorsed, per this written agreement, to include Products Liability.
c. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, 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, automobiles used in the performance of this Contract.

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

a. Policy shall be endorsed to include coverage for towing (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).
b. Policy shall be endorsed to include Garagekeepers Coverage on a direct primary basis with the following limits and deductibles:

- Per Auto $500,000
- Comprehensive – aggregate $1,000,000
- Collision $500,000

c. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
d. Policy shall contain a waiver of subrogation endorsement as required by this written agreement 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.

3. Workers' 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, as required by this written agreement, 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 each Contractor or subcontractor that is exempt under A.R.S §23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

4. Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, 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.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

B. Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary 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).

b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the Indemnification provisions of this Contract.

C. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to Arizona Department of Transportation, Procurement Group 1739 W. Jackson Street, MD 100P Phoenix, Arizona 85007-3276.

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 (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy

endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

3. All certificates required by this Contract shall be sent directly to the Department. 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 be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

G. Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

H. Exceptions

In the event the Contractor or subcontractor(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 subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

24. Usage Report

The Contractor shall furnish the Department a quarterly report showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 3. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

25. Co-op Usage Report

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

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/statewide-contracts-administrative-fee

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.

26. Key Personnel

It is essential that the Contractor provides adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the Procurement Officer. The Contractor shall immediately notify the Procurement Officer of key personnel changes. Replacement personnel shall be of substantially equal ability and qualifications. All key personnel changes are subject to the written concurrence of the Procurement Officer prior to any billable work being performed.

27. Subcontractors

It is essential that the Contractor provides experienced subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract.

The Contractor agrees that, once assigned to work under this contract, subcontractors shall not be removed or replaced without written notice to the Procurement Officer. The Contractor shall immediately notify the Procurement Officer of subcontractor changes. Replacement subcontractors shall have substantially similar qualifications and experience. All subcontractor changes are subject to the written concurrence of the Procurement Officer prior to any billable work being performed.

28. Removal of Contractors' Employees

The Contractor agrees to utilize only experienced, responsible and capable personnel in the performance of the work. The Department may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under the contract is inconsistent with the interest of the Department.

29. Contractor Selection from Multiple Contracts

The Department makes no guarantee as to the amount of work to be assigned to any Contractor and may exercise its option not to utilize the services requested herein. Selection will be at the sole discretion of the Department. The Department is under no financial obligation to any selected Contractor unless the Department issues a Purchase Order for a specific requirement.

30. Licenses, Permits, Certifications

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

In the event the Department exercises its right of termination, the Contractor should be liable to the Department for any excess costs, and in addition, for offset charges until such time the Department may reasonably obtain delivery, inspection and acceptance of similar equipment.

31. Payment

This purchase is subject to Third Party Financing which will be secured after goods are accepted.

32. Post Award Meeting

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

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EXHIBIT 3
Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Part/Product Code	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

UNIFORM TERMS AND CONDITIONS
Version 9

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 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 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 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

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. 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 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.

ADOT
Procurement

SPECIAL INSTRUCTIONS TO OFFERORS

1. Inquiries

1.1. All questions related to this solicitation must be submitted through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab. All inquiries must be marked as Q&A and addressed to the Procurement Officer identified as the solicitation's owner. Any other contact shall be directed to the Procurement Officer as listed in APP. Questions should reference the applicable page and paragraph number.

1.2. Pre-Offer Conference

1.2.1. A Pre-Offer Conference will be held at the time and place indicated in the solicitation's Process field as found within APP. Attendance is not mandatory but is highly recommended.

1.2.2. The purpose of the conference is to clarify the contents of the solicitation in order to prevent any misunderstanding of ADOT's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to ADOT at the conference. ADOT will then determine any appropriate action necessary. If required, a written amendment to the solicitation will be issued. Oral statements or instructions will not constitute an amendment to the solicitation. Only official solicitation amendments issued by the ADOT Procurement Office through APP shall constitute a change to the solicitation.

2. Submitting Offers in APP

2.1. APP Support: To assist in the submission of an offer, Offerors are encouraged to attend the courses offered by the State Procurement Office and utilize the Quick Reference Guides available. This information can be found at https://spo.az.gov/app/supplier/training. Additional assistance is available through the APP Help Desk. The Help Desk can be contacted via email at app@azdoa.gov or via telephone support at (602) 542-7600. Offerors are encouraged to submit any requests for assistance in a timely manner in order to meet the bid due date and time identified in APP.

2.2. Downloading and Uploading Attachments: APP will not save information entered directly on an Attachment. For all attachments found in the Questionnaire, offerors must download, save, complete and re-attach the modified Attachments to APP.

2.3. Solicitation Amendments: Solicitation amendments will be issued via APP as a new round. Offerors must acknowledge receipt of the amendment. If an offer was submitted prior to the issuance of the amendment, offeror must re-submit their offer in APP. Any offer submitted in a previous round, prior to the amendment being issued, shall not be accepted.

2.4. APP Questionnaire and Item Tab: All required information found in the Questionnaire and Item tabs must be completed before an offer can be submitted.

3. Evaluation Process

3.1. Responsibility and Responsiveness: In accordance with A.R.S. 41-2533, and A.A.C. R2-7-B312, A.A.C. R2-7-B313, the State shall consider at a minimum, the following factors in determining Offerors' responsibility and responsiveness for Contract award.

3.1.1. 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;

3.1.2. 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;

3.1.3. Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;

3.1.3.1. 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;

3.1.4. Whether the Offeror promptly supplied all requested information concerning its responsibility;

3.1.5. Whether the Offer conforms with the requirements contained in the Specifications, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference. Failure to conform in any material respect may result in Offer being determined nonresponsive;

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

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

3.1.8. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Specifications, Terms and Conditions, or Instructions; and,

3.1.9. Whether the Offeror provides misleading or inaccurate information.

3.2. Contract Award: In accordance with the A.R.S. §41-2533, Competitive Sealed Bids, award(s) shall be made to the lowest responsible and responsive offeror(s) whose offer conforms in all material respects to the requirements set forth in this solicitation.

4. Definition of Key Words

4.1. Shall, Must: Indicates a mandatory requirement.

4.2. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.

4.3. May: Indicates something that is not mandatory but permissible

UNIFORM INSTRUCTIONS TO OFFERORS

A. Definition of Terms

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

1. "*Attachment*" means any item the Solicitation requires an Offeror to submit as part of the Offer.

2. "*Best and Final Offer*" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Proposal Revision.

3. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

4. "*Contract Amendment*" means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.

5. "Contractor" means any person who has a Contract with a state governmental unit.

6. "*Day*" means calendar days unless otherwise specified.

7. "*eProcurement (Electronic Procurement)*" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.

8. "*Exhibit*" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

9. "*Offer*" means a response to a solicitation.

10. "*Offeror*" means a person who responds to a Solicitation.

11. *"Person"* means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

12. "*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.

13. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Technical Offers, a Request for Proposals ("RFP"), a Request for Quotations ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

14. "*Solicitation Amendment*" means a change to the Solicitation issued by the Procurement Officer.

15. "*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.

16. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

3. Submission of Inquiries. All inquiries related to the Solicitation are required to be submitted in the State's eProcurement system. All responses to inquiries will be answered in the State's eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any State employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

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.

5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.

7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system . Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

2. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a

signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.

3. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

   3.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

   3.2. Request for Proposals. All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

4. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.

5. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.

6. Federal Excise Tax. The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

7. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number as part of the Offer.

   7.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

8. Identification of Taxes in Offer. The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

9. Disclosure. If the person submitting this Offer has 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, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

10. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

11. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

12. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State 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 Offer.

D. Submission of Offer

1. Offer Submission, Due Date and Time. Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

2. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

3. Solicitation Amendments. A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.

4. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

5. Confidential Information. If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

6. Public Record. All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

7. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or

other official contract form, the Offeror certifies that:

7.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

7.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state and local laws and executive orders regarding employment.

E. Evaluation

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.

4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

6. Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.

7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

   7.1 Waive any minor informality;

   7.2. Reject any and all Offers or portions thereof; or

   7.3 Cancel the Solicitation.

F. Award

1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.

2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

3. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests

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

1. The name, address, email address and telephone number of the interested party;

2. The 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 requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors 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.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARNOLD MACHINERY COMPANY

EXHIBIT B
Scope of Work

PROJECT

Arnold Machinery Company will provide the City of Glendale with Equipment, parts and services for various forklift and landfill equipment on an as-needed basis.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ARNOLD MACHINERY COMPANY

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed $160,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The City shall pay contractor compensation in accordance with the rates as set forth in the Arnold Machinery Company State of Arizona contract # CTR051550 Forklifts, Repair and Preventative Maintenance for the City of Glendale Landfill Equipment on an as-needed basis.

RETAIL SALES

Last Annual Report Filed:

2023

Domicile State:

Utah

Annual Report Due Date:

5/7/2024

Years Due:

Original Publish Date:

5/27/2008

Statutory Agent Information

Name:

CT CORPORATION SYSTEM

Appointed Status:

Active

Attention:

Address:

2390 E CAMELBACK RD , PHOENIX, AZ 85016, USA

Agent Last Updated:

4/13/2023

E-mail:

Attention:

Mailing Address:

2390 E CAMELBACK RD , PHOENIX, AZ 85016, USA

County:

Maricopa