

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
MIDWAY CHEVROLET COMPANY I, LLC  
d/b/a MIDWAY CHEVROLET**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of October 20, 2016, between the Town of Fountain Hills, an Arizona municipal corporation (the “Town”), and Midway Chevrolet Company I, LLC, a Delaware limited liability company, d/b/a Midway Chevrolet (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADSPO12-016669, dated January 17, 2012, as amended by Contract Amendment No. 1 (undated), Change Order No. 1, dated June 14, 2012, Change Order No. 2, dated September 25, 2012, Change Order No. 3, dated October 2, 2012, Change Order No. 4, dated August 6, 2013, Change Order No. 5, dated October 17, 2013, Change Order No. 6, dated October 24, 2013, Change Order No. 7, dated February 4, 2014, Change Order No. 8, dated February 19, 2014, Change Order No. 9, dated August 6, 2014, Change Order No. 10, dated July 21, 2015, Change Order No. 11, dated August 10, 2015, Change Order No. 12, dated February 2, 2016, Change Order No. 13, dated April 5, 2016, and Change Order No. 14, dated September 22, 2016 (collectively, the “State Contract”), with the Vendor for the purchase of new vehicles statewide. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted, pursuant to Section 3-3-27 of the Town Code, to make purchases under the State Contract, at its discretion and with the agreement of the awarded Vendor, and the State Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with one 2016 Impala, one 2016 Colorado Crew Cab and three 2016 Equinox vehicles, as more particularly set forth in Section 2 below (the “Vehicles”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Vehicles.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until January 16, 2017, unless terminated as otherwise provided in the State Contract.

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

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

4. Compensation. The Town shall pay Vendor an aggregate amount not to exceed \$130,772.41 for the Vehicles at the unit rates set forth in the State Contract and as more particularly set forth in the Quotes attached hereto as Exhibit B.

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

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

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

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

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

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

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

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the State Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract shall not alter such terms and conditions or

relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

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

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor’s obligation to provide the indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

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

If to the Town:           Town of Fountain Hills  
                                  16705 East Avenue of the Fountains  
                                  Fountain Hills, Arizona 85268  
                                  Attn: Grady E. Miller, Town Manager

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

If to Vendor:           Midway Chevrolet Company I, LLC  
                                  d/b/a Midway Chevrolet  
                                  2323 West Bell Road  
                                  Phoenix, Arizona 85023  
                                  Attn: Gregg Ball

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

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

**“Town”**

TOWN OF FOUNTAIN HILLS,  
an Arizona municipal corporation

  
Grady E. Miller, Town Manager

ATTEST:

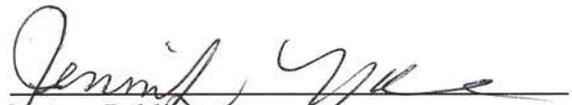
  
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

On October 24<sup>th</sup>, 2016, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.



  
Notary Public

(Affix notary seal here)

“Vendor”

MIDWAY CHEVROLET COMPANY I, LLC,  
a Delaware limited liability company,  
d/b/a MIDWAY CHEVROLET

By: Gregg Ball

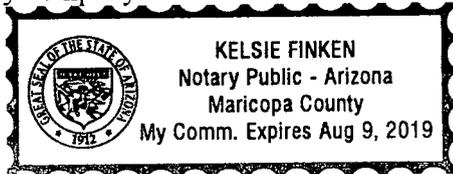
Name: Midway Chevrolet

Title: Fleet Manager

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA )

On October 10, 2016, before me personally appeared Gregg Ball, the Fleet Manager of MIDWAY CHEVROLET COMPANY I, LLC, a Delaware limited liability company, d/b/a MIDWAY CHEVROLET, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the limited liability company.



K Finken  
Notary Public

(Affix notary seal here)

EXHIBIT A  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
MIDWAY CHEVROLET COMPANY I, LLC,  
d/b/a MIDWAY CHEVROLET

[State Contract]

See following pages.



**Master Blanket Purchase Order ADSP012-016669**

**Header Information**

<b>Purchase Order Number:</b>	ADSP012-016669	<b>Release Number:</b>	0	<b>Short Description:</b>	Vehicles, New Purchases Statewide
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Noyes	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2012	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	01/16/2012 03:48:21 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	120	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Contact Instructions:</b>	Lori.Noyes@azdoa.gov, 602-542-7144				

**Master Blanket/Contract End Date (Maximum):** 01/16/2017 11:59:59 PM

**Project No.:**

**Building Code:**

**Cost Code:**

**Special Purchase Types:**

**PIJ NUMBER:**

**Coop Spend To Date:**

**Commodity Reference Id:**

**PO External Doc Type:**

**Agency Attachments:** [PO Terms & Conditions - OLD IFB No ADSP012-00001167 - Vehicles New Purchases Statewide.pdf](#) [Attachments 1 - VIII Word Documents.zip](#) [Vehicles New Purchases Statewide General Contract Documents-2.zip](#) [Midway Offer and Acceptance.pdf](#) [Midway Contract Attachments.pdf](#) [Midway Chevrolet Nissan Vehicle Specification Sheet.xls](#) [Midway Chevrolet Delivery Charges per County.docx](#) [Award Summaries-39.zip](#) [Malibu Spec Sheet Chevy Malibu Press Release Contract Amendment Chevy Colorado Press Release Change Order 04 Summary ADSP012-016669.doc](#) [Change Order No. 5 - Unilateral Change Order Change Order No. 6 - Price Update Change Order Summary Change Order No. 9 Renewal to 10.2015.pdf](#) [Change Order No. 10 - Renewal Midway Current Certificate of Insurance Current Pricing Change Order 14 to correct end date.pdf](#)

**Vendor Attachments:**

**Agency Attachment Forms:**





## Contract Change Order Summary

Contract No.: ADSPO12-016669

Change Order No.: 14

Date: September 22, 2016

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

This Change Order to the above mentioned contract was created to correct the control end date to match the maximum end date listed in ProcureAZ in aligned to the contract.

This change order creates a technical change in ProcureAZ and did not change the specifications, terms and conditions, or requirements of the contract between the State and Contractor.

### ACKNOWLEDGEMENT

THIS CHANGE ORDER WAS PROCESSED AS A UNILATERAL CHANGE ORDER. ALL CONTRACT SPECIFICATIONS, TERMS AND CONDITIONS AND REQUIREMENTS REMAIN UNCHANGED. THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND REQUIRES NO APPROVAL.



## Contract Change Order Summary

Contract No.: ADSPO12-016669

Change Order No.: 10

Date: July 21, 2015

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

### Vehicles, New Purchases Statewide

#### MIDWAY CHEVROLET

1. The above mentioned contract is hereby amended as follows:
  - a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months **through 10/1/2016**.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



## Contract Change Order Summary

Contract No.: ADSPO12-016669

Change Order No.: 9

Date: August 6, 2014

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

### Vehicles, New Purchases Statewide

#### MIDWAY CHEVROLET

1. The above mentioned contract is hereby amended as follows:
  - a. In accordance with Special Terms and Conditions, the term of the contract shall be extended an additional twelve (12) months through 10/1/2015.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



## Contract Change Order Summary

Contract No.: ADSPO12-016669

Change Order No.: 06

Date: October 24, 2013

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

The above mentioned contract is hereby amended as follows;

1. In accordance with Special Terms and Conditions Paragraph 21, Price Increase, on Page 22 of 51, a fully documented price increase based on annual OEM model year has been accepted and shall be effective upon the date of this change order for the aforementioned contract and is hereby updated in ProcureAZ.
  - 1.1. A current price schedule has been uploaded in ProcureAZ as "Midway Chevrolet 2014 Contract Prices" and may be opened for reference.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

**This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.**



## Contract Change Order Summary

Contract No.: ADSPO12-016669

Change Order No.: 05

Date: October 17, 2013

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

This Change Order to the above mentioned contract was created to update the Procurement Officer information within the General Tab of ProcureAZ from Ryan Litner to Lori Sherill.

This change order creates a technical change in ProcureAZ and did not change the specifications, terms and conditions, or requirements of the contract between the State and Contractor.

### ACKNOWLEDGEMENT

THIS CHANGE ORDER WAS PROCESSED AS A UNILATERAL CHANGE ORDER. ALL CONTRACT SPECIFICATIONS, TERMS AND CONDITIONS AND REQUIREMENTS REMAIN UNCHANGED. THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND REQUIRES NO APPROVAL.



## Contract Change Order Summary

Contract No.: ADSPO12-016669

Change Order No.: 04

Date: August 6, 2013

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

The above mentioned contract is hereby amended as follows;

A. In accordance with Special Terms and Conditions Paragraph 8 Contract Renewal, the contract is hereby extended through October 1, 2014.

B. Special Terms and Conditions Paragraph 21, PRICE INCREASE, is hereby modified and shall read as follows;

### 21. PRICE INCREASE

- 21.1 A fully documented request for a price increase shall be based on the annual OEM model year change.
- 21.2. The State reserves the right to review a request for price increase due to model year change at any time during the term of the contract. The written request from the contractor shall provide justification for the increase. If requested at any time other than contract renewal the request shall also written documentation from the manufacturer stating the availability dates of the new model year vehicles.
- 21.3 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- 21.4 All price adjustments will be implemented by a formal contract change order. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED  
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



# Contract Amendment

Contract No.: ADSPO12-016669

Amendment No.: 1

PAGE  
1 OF 1

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTRACTOR: Midway Chevrolet**

**CONTACT: Gregg Ball**  
**PHONE: 602-760-3352**  
**EMAIL: gball@vtaig.com**

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT: Ryan Litner**  
**PHONE: 602-364-1087**  
**EMAIL: ryan.litner@azdoa.gov**

## Vehicles, New Purchases Statewide

1. In accordance with Special Term and Condition Paragraph 8, Contract Renewal, on Page 20 of 51, the aforementioned contract is hereby extended for an additional one-year period. The term of the extended contract shall be from 10/01/12 to 10/01/13.
2. In accordance with Special Term and Condition Paragraph 21, Price Increase, on Page 22 of 51, the 2013 model year pricing for the aforementioned contract is hereby updated in ProcureAZ.
3. In accordance with Special Term and Condition Paragraph 23, Product Discontinuance, the 2012 Chevrolet Malibu has been replaced with the 2013 Chevrolet Malibu and the 2012 Chevrolet Colorado has been discontinued.
4. All other terms, conditions and provisions remain unchanged.



## Notice of Invitation for Bid

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

Description: **Vehicles, New Purchases Statewide**

In accordance with A.R.S. § 41-2533, Invitation for Bids for the materials or services specified will be received by the State Procurement Office **Online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Bids received by the correct time and date will be opened and the name of the bidder and amount of each bid will be publically available. **Bids must be in the actual possession of the State on or prior to the time and date and at the location indicated in the Notice.**

***LATE BIDS WILL NOT BE CONSIDERED.***

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

***OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION***



# Offer and Acceptance

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

Description: Vehicles, New Purchases Statewide

## OFFER

### TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

07016679

Federal Employer Identification No.:

86 020 2697

Phone: (602) 866-0102

Fax: (602) 866-7051

MIDWAY CHEVROLET CO.

Company Name

Signature of Person Authorized to Sign Offer

2323 WEST BELL ROAD

Address

MR. J.H. BHATT

Printed Name

PHOENIX, AZ 85023

City

State

Zip

CONTROLLER

Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization  IS/  IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP012-016669. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
Awarded this

17<sup>th</sup> day of January 2012

Procurement Officer



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

Description: **Vehicles, New Purchases Statewide**

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### END OF SOLICITATION



# Special Instructions to Offerors

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

Description: : **Vehicles, New Purchases Statewide**

## 1 DEFINITIONS

1.1 ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.

"Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.

"Amendments" means solicitation amendments.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.

"Available Date" means a data field, in which may contain the date that the solicitation was published.

"Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.

"Bid Method" means the type of solicitation process being conducted.

"Bid Number" means the solicitation's identification number.

"Bid Opening Date" means the date and time that offers are due.

"Bid Solicitation" means solicitation.

"Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.

"Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.

"Buyer" means procurement officer.

"Department" means the customer for whom the solicitation is being done.

"Description" means the solicitation's title.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.

"Header Information" means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.

"Info Contact" means a data field, in which may contain the contact information of a person to whom inquiries are to be directed.

"Item information" means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.

"Location" means the specific customer, within the department, for whom the solicitation is being done.

"Organization" means the state agency under whose authority the solicitation is being conducted.

"Pre Bid Conference" means pre-offer conference.

"Print Format" means the format of the solicitation's print output.

"Quote" means offer.

"Required Date" means a data field, in which may contain the date that the materials, services or construction are needed by the state.

"Ship-to Address" means the department address where materials, services or construction purchased under any resulting contract may be billed.

"Type Code" means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

"Purchaser" means procurement officer.



# Special Instructions to Offerors

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

Description: : **Vehicles, New Purchases Statewide**

## 2. PRE-OFFER CONFERENCE

- 2.1 A Pre-Offer Conference will be held on November 10, 2011 at 10:00 AM at the State Procurement Office. More information may be found on the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>).
- 2.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.
- 2.3 Persons with a disability may request a reasonable accommodation, such as receiving this document in an alternative format, by contacting the Procurement Officer of Record for this solicitation. Any requests should be made as early as possible to allow sufficient time to arrange for accommodation. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.

## 3. INQUIRIES

Any question related to this Invitation for Bids shall be directed to Brian D. Ball at [brian.ball@azdoa.gov](mailto:brian.ball@azdoa.gov). The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

## 4. OFFER PREPARATION

- 4.1 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form, as described in section 3.3 of the Uniform Instructions.  
  
The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically on ProcureAZ. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.
- 4.2 Acknowledgement of Solicitation Amendments. All Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.
- 4.3 Offer Forms. All attachments are in Word format and are contained in an zip file entitled Solicitation Attachments. A responsive, responsible Offeror shall complete the following as part of the submitted offer:
  - Signed Offer and Acceptance
  - Attachment I – Supplemental Pricing Information
  - Attachment II – Vehicle Warranties / Service / Maintenance Information
  - Attachment III – Buy America Certification
  - Attachment IV – Certification of Compliance FTA Bus Testing
  - Attachment V – Certification Regarding Lobbying
  - Attachment VI – Government Debarment and Suspension
  - Attachment VII – Subcontractor Information
  - Attachment VIII – Confidential Information Request
  - Vehicle Specification (Attached as separate Excel Spreadsheet)
  - Pricing line items on ProcureAZ



# Special Instructions to Offerors

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

Description: : **Vehicles, New Purchases Statewide**

#### 4.4 Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears within the offer. Attachment IX shall list the information that is marked confidential in the offer, the location within the solicitation and rationale for confidentiality. The State, pursuant to A.R.S. § 41-2533(D) or A.R.S. § 41-2534(D), shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in § 41-2611 through § 41-2616.

### 5. **PRICING**

5.4 Line Items and Prices. Offerors shall submit base pricing for each vehicle offered in separate line items located on ProcureAZ. All items offered shall be completed as a line item in ProcureAZ and submitted as part of the bid. Failure to do so may result in considering the bid non responsive. \*\* Do not use the 'Tax Rate' field.

5.5 Vehicle Line Items Listed in ProcureAZ. The main description field will denote with a generic vehicle category: Sedans, Trucks, SUVs, Vans, Crossovers, and Full Electric. Bidders shall use the '*Alternative Description*' field to describe the categories of each vehicle (and model variants).

The naming convention in the '*Alternative Description*' field shall be uniformed and as follows:

**\*\*MAKE, MODEL, VEHICLE CODE, AND TRIM LEVEL\*\***

Twenty-Five (25) line items have been created for each vehicle category. Bidders shall use as many line items as needed to list each vehicle (and model variants) of a particular vehicle category. The '*No Bid*' box shall be checked for unused/not needed line items. Failure to do this will result in the bid to be incomplete in ProcureAZ.. If additional line items are needed for a particular vehicle category, Offeror shall supply the information on a separate document.

Bidders shall denote vehicle base cost in the '*Unit Cost*' field as cost with discount applied

5.6 Extended Warranty Line Items. Use the '*Alternative Description*' field of each line item to describe each Manufacturer extended warranty plan(s). The naming convention in the '*Alternative Description*' field shall be uniformed and as follows:

**BASE MANUFACTURER WARRANTY NAME, GRADUATING LEVEL PLAN NAME, TERM, AND VEHICLE(S) WHICH WARRANTY APPLIES.**

5.6.1 There are twenty-five (25) extended warranty line items.

5.6.2 Offeror shall check the '*No Bid*' box for unused/not needed line items.

5.7 Vehicle Specification Sheets. Bidders are required to submit a vehicle specification sheet for EACH vehicle offered. Bidders shall indicate MEETS or CONFORMS for the minimum vehicle equipment requirements identified in the Specifications, Paragraph 7. Failure to submit the vehicle specification sheet may result in bid rejection.

5.8 Supplemental Pricing Information. Bidder shall complete Attachment I and provide all requested information according to the instructions.

### 6. **SUBMISSION OF OFFER**

6.1 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.

6.2 Acceptable Formats. Offer 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). Other file formats may also be acceptable, including .ZIP, .MDB, .MDBX, .MPP, MPPX, .VSD, .JPG, .GIF, and .BMP. Offerors wishing to submit files in these or other formats shall submit an inquiry to the Procurement Officer.

6.3 ProcureAZ. Offers shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ ([www.procure.az.gov](http://www.procure.az.gov)). Submission of offers by means other than the ProcureAZ system will not be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitations due date and time.



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Phoenix, AZ 85007

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### 7. EVALUATION

Price Evaluation. Prices evaluated shall be limited to unit prices and/or extended unit prices (i.e.: options) and shall not include any corresponding taxes that may be associated. Responses will be evaluated on the line items contained in ProcureAZ and the Vehicle Specification and Pricing Sheet (attached as separate Excel spreadsheet in ProcureAZ).

### 8. AWARD

- 8.1 Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.
- 8.2 Notice to Proceed. Contractors shall commence with the performance of the Contract upon receipt of a Notice to Proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.



# Uniform Instructions to Offerors

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

Description: **Vehicles, New Purchases Statewide**

**1. Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:

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

"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.

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

"Contractor" means any person who has a Contract with the State.

"Days" means calendar days unless otherwise specified.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Offer" means bid, proposal or quotation.

"Offeror" means a vendor who responds to a Solicitation.

"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.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Amendment" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"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.

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

**2. Inquiries**

2.1. 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 the 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, nor shall it give rise to any Contract claim.

2.2. 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 Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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



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- 2.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement 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 written Solicitation Amendment.
- 2.8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offer or'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 intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted 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.
  - 3.4.1. 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.
  - 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.



# Uniform Instructions to Offerors

State of Arizona  
State Procurement Office  
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Phoenix, AZ 85007

Description: **Vehicles, New Purchases Statewide**

3.9. Provision of Tax Identification Numbers.

3.9.1. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

3.9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department 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.

3.10. Identification of Taxes in Offer. The State of Arizona 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. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

3.11. Disclosure. If the firm, business or 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 include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this 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.

3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

3.12.1 Special Terms and Conditions;

3.12.2 Uniform Terms and Conditions;

3.12.3 Statement or Scope of Work;

3.12.4 Specifications;

3.12.5 Attachments;

3.12.6 Exhibits;

3.12.7 Special Instructions to Offerors;

3.12.8 Uniform Instructions to Offerors; and

3.12.9 Other documents referenced or included in the Solicitation.

3.13. 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).

3.14. 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 5 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.



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State of Arizona  
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Phoenix, AZ 85007

Description: **Vehicles, New Purchases Statewide**

### 3.15. Offshore Performance of Work Prohibited

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

## 4. Submission of Offer

- 4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 4.2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
- 4.3. 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.
- 4.4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
  - 4.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - 4.5.2. 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.

## 5. Evaluation

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.
- 5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5. 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.



# Uniform Instructions to Offerors

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

Description: **Vehicles, New Purchases Statewide**

- 5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates 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.
- 5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.7.1 Waive any minor informality;
  - 5.7.2. Reject any and all Offers or portions thereof; or
  - 5.7.3 Cancel the Solicitation.

## 6. Award

- 6.1. 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. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2. 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.
- 6.3. Effective Date. The effective date of this 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.

## 7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. 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 a 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 protester knows or should have known the basis of the protest. A protest shall include:

- 7.1. The name, address and telephone number of the protester;
- 7.2. The signature of the protester or its representative;
- 7.3. Identification of the purchasing agency and the Solicitation or Contract number;
- 7.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.5. The form of relief requested.

## 8. 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.



# Specifications

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

Description: **Vehicles, New Purchases Statewide**

## 1 SCOPE

- 1.1 The Arizona Department of Administration; State Procurement Office, (The State) is seeking to contract with a qualified vendor(s) who can provide new vehicles; including but not limited to: Sedans (gasoline, hybrid, full electric), Trucks, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating cooperative members of the State. These vehicles will be used to support official organizational goals.

## 2 GENERAL CONDITIONS AND REQUIREMENTS

- 2.1 All vehicles shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2012 or greater.
- 2.2 All vehicles bid and furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 2.3 The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the using agency. **See Exhibit 1 for quote sheet example.** The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options (including line item cost), applicable tax, delivery cost, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation.
- 2.4 Within fourteen (14) calendar days after receipt of a purchase order, Contractor shall provide the using agency copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received within this timeframe the ordering agency has the option to award to the second lowest bidder meeting specifications. The ordering agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

## 3. VEHICLE MODELS

- 3.1 The Contractors are encouraged to provide a full line of new vehicles manufactured; including but not limited to the following categories: Sedans (gasoline, hybrid, full electric), Trucks, Vans (cargo, passenger, transit *i.e.* *Ford Transit Connect, Dodge Sprinter, etc.*), Sport Utility Vehicles (SUVs), and Crossovers. Using Agencies throughout the State will have varying vehicles needs. Bidders are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options to meet each need of an ordering entity.
- 3.2 For clarification purposes the State has pre-determined the following classifications:
- MID SIZE TRUCKS: GMC Canyon, Chevrolet Colorado, Dodge Dakota, Nissan Frontier, Ford Ranger, Toyota Tacoma
- FULL SIZE TRUCKS: Ford F-Series, Dodge Ram, GMC Sierra, Chevrolet Silverado, Nissan Titan, Toyota Tundra



# Specifications

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

Description: **Vehicles, New Purchases Statewide**

## 4. WARRANTY

At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision. The written warranty shall be included with the delivered vehicles to the using agency. The warranty terms shall be stated on Attachment II, where indicated. Failure to provide this **general** information may result in the bid being rejected.

Contractors are encouraged to provide the State additional warranty packages that would exceed the minimum requirements as a separate document. Additional warranty information shall be included on Attachment II.

## 5. HYBRID / ELECTRIC WARRANTY

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

## 6. VEHICLE UPFIT/MODIFICATIONS

The using agency may request the awarded Offeror(s) to upfit/modifications any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or an 1 ton truck may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual using agency. The using agency will supply all upfit/modifications requests to the Contractor. The Contractor shall identify any conditions that apply to the upfit/modifications on a quotation to the using agency for review before any work commences.



# Specifications

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## 7. VEHICLE EQUIPMENT REQUIREMENTS

All contract prices shall include the following minimum equipment:

<b>SEDANS (all types), SUV'S, CROSSOVERS, AND VANS</b>	
7.1	All standard factory equipment
7.2	Automatic transmission
7.3	Cruise Control
7.4	Power Door Locks/Power Windows/Power Mirrors
7.5	Four (4) keys and if equipped two (2) keyless entry remotes per vehicle. Including proximity sensors, push button start
7.6	Air conditioning (plus rear air conditioning on all passenger vans, if available, and full size SUV's). Including controls for rear air conditioning.
7.7	Cloth seats – all seats
7.8	Rear view mirrors on driver and passenger doors
7.9	Spare tire for compact, mid and full size sedans and station wagons
7.10	<b>Full size standard steel wheel with matching Original Equipment Manufacturer spare tire for SUV's and Vans, identical to those installed on the delivered vehicle.</b>
7.11	Floor Mats <b>for vehicles with carpeted interior</b>
7.12	Standard tint glass if available – maximum factory tint
<b>TRUCKS</b>	
7.13	All standard factory equipment
7.14	Automatic transmission [maximum towing/payload packages must be offered]
7.15	Cruise Control
7.16	Power Door Locks/Power Windows/Power Mirrors
7.17	Four (4) keys; and if equipped, two (2) keyless entry remotes per vehicle.
7.18	Air conditioning (plus rear air vents for all crew cabs)
7.19	Cloth seats – all seats
7.20	Rear view mirrors on driver front and passenger front doors, largest available <b>without upgrading to vehicle options package.</b>
7.21	Anti slip differential for ½, ¾ and, 1 ton two wheel drive pickup trucks
7.22	Skid plate package and anti slip differential (four wheel drive vehicles), front tow hooks
7.23	Full size spare tire and <b>standard steel</b> wheel to match O.E.M. on all trucks identical to those installed on the delivered vehicle
7.24	Floor mats <b>for vehicles with carpeted interior.</b>
7.25	Standard tint glass if available – maximum factory tint



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## 8 EXECUTIVE ORDER 2006-13

- 8.1 Executive Order 2006-13 shall apply to all state agencies, boards and commissions.
- 8.2 Offerors shall indicate on the Vehicle Specification Sheets if the vehicles offered are a fuel type identified in the Executive Order page 3, paragraph E or submit an alternate form identifying the requested information. Bidders shall also indicate on the Vehicle Specification Sheets those vehicles that meet low GHG emission standards. Responsiveness to this requirement shall be subject to evaluation and will be a factor in award.
- 8.3 Vehicles that "meet low-GHG emission standards" are vehicles from the EPA Green Vehicle Guide at <http://www.epa.gov/greenvehicles/Index.do;jsessionid=8230dfdfadb59257e15> that have a Greenhouse Gas Score of 8 or higher, or vehicles that operate on propane, liquefied natural gas (LNG), or compressed natural gas (CNG)."



# Special Terms and Conditions

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## 1 DEFINITIONS

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Actual Cost" means the total value of all items and their extended quantities.

"Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

"Buyer" means procurement officer.

"Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.

"Contact Instructions" means the contact information for the procurement officer.

"Control Code" is an optional field and means an identification characteristic of the contract.

"Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

"Department" means the customer for whom the solicitation or contract was conducted for.

"Discount %" is an optional field and means the standard discount applied to all items.

"Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

"Freight Terms" means how freight will be charged under the contract.

"Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

"Location" means the specific customer, within the department, for whom the solicitation or contract was done.

"Master Blanket/Contract Begin Date" means the date that the contract starts.

"Master Blanket/Contract End Date" means the date that the contract ends.

"Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.

"Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the contractor under the contract.



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“Master Blanket Purchase Order” means the contract, indicating that the contract will be in effect over a stated period of time.

“Minor Status” is an optional data field and means a type of status indicator of the contract in ProcureAZ.

“Organization” means the state agency under whose authority the solicitation or contract was conducted.

“Payment Terms” means the period of time that payment is due after receipt of an accurate invoice.

“Pcard Enabled” is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

“PO Acknowledgement” means the list the notifications to the contractor and their acknowledgements of these notices.

“PO Type” means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

“Print Dest Detail” is an optional data field and means a print format applicable to orders under the contract.

“Print Format” means the format of the solicitation or contract print output.

“Project No.” is an optional field and means an identification characteristic of the contract.

“Purchase Order” means contract.

“Purchase Order Number” means the contract’s identification number.

“Purchaser” means procurement officer.

“Receipt Method” means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

“Release Number” means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero “0” release number.

“Release Type” means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

“Retainage %” is an optional field and means the amount of the contract’s value that is retained.

“Shipping Method” means the method of shipping to be used under the contract.

“Shipping Terms” means the point where the contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the contractor to the state.

“Short Description” means the contract’ title.

“Status” means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

“Tax Code”, if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

“Type Code” means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

“Vendor” means contractor.



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## 2. **Contract.**

2.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

2.2 The State's primary contact for this solicitation and result contracts shall be:

Brian D. Ball, Sr. Procurement Specialist  
State of Arizona, State Procurement Office  
100 N 15<sup>th</sup> Ave, Suite 201  
Phoenix, AZ 85007  
Phone: (602) 542-2090  
Fax: (602) 542-5508  
Email: [brian.ball@azdoa.gov](mailto:brian.ball@azdoa.gov)

2.3 Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

3. **Eligible Agencies.** This contract shall be for the use of all State of Arizona departments, agencies, commissions 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 this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

## 4. **Administrative Fee / Usage.**

4.1. Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at [http://spo.az.gov/Cooperative\\_Procurement/SPC/default.asp](http://spo.az.gov/Cooperative_Procurement/SPC/default.asp). At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

4.2. Contractors shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee/default.asp](http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office Web Site.

4.3. The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

Arizona Department of Administration  
State Procurement Office  
Attention: 'Statewide Contract Administrative Fee'  
100 N. 15th Avenue, Suite 201  
Phoenix, AZ 85007



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- 4.4. The submission schedule for Administrative Fees and Usage reports shall be as follows:
- July through September (FY Q1) – Due October 31
  - October through December (FY Q2) – Due January 31
  - January through March (FY Q3) – Due by April 30
  - April through June (FY Q4) – Due by July 31
- 4.5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 4.6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law
5. **Inventory.** The State of Arizona has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.
6. **Contract Type.** The Contract shall be Firm Fixed Price.
7. **Contract Term.** The contract shall begin upon the date of Contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.
8. **Contract Renewal (Sole Option).** The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State shall have the right, at its sole option, to renew the contract for four (4) one-year periods or a portion thereof. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
9. **Estimated Usage.** The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
10. **Current Models.** All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new and unused and equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.
11. **Dealership, Participating Service and Delivery Locations.** The contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Request are to be submitted electronically and shall contain:
- The dealer or outlet name
  - Location (physical address)
  - Telephone/fax numbers and email information
  - Key personnel at that location
- Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.
12. **Delivery (Minimum)**
- 12.1 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Questionnaire #1.
- 12.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 12.3 All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes, and a full tank(s) of fuel, less delivery fuel for sedans, SUVs, station wagons, vans, trucks.



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- 12.4 The following documents shall be provided upon delivery of the vehicle(s):
- M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
  - Warranty Document
  - Manufacturers unaltered invoice
  - The retail price label must be affixed to the window of all vehicles delivered
  - Delayed warranty / in service start request form (if requested by ordering entity).

13. **Appropriation of Funds.** Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
14. **Pandemic Contractual Performance.** The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

15. **Licenses.** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.
- 16.. **Non-Exclusive Contract.** This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.
17. **Order Acknowledgement**  
Contractor shall acknowledge receipt of all Orders. See Specifications Section 2 of this document for specific contract requirements..
18. **Ordering**  
Any commodities to be furnished under this contract shall be ordered by issuance of purchase orders by the Agency. Such orders may be issued from effective date of contract award. All purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control. All purchase orders shall cite this contract number.



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## 19. Online Catalog and Electronic Ordering System (Punch-Out):(Optional)

19.1 The Contractor shall make available an online catalog to allow authorized users to make purchase from this contract through the State's eProcurement System (ProcureAZ). The contractor shall have a secured website for placing online orders. The features and functions of any online ordering catalog that is created for use by the State under this contract shall include but shall not be limited to the following:

- Access by standard web browsers
- Product information such as unit of measure, item status, price description and photos
- Item status inquiry functionality that provides stock availability
- Order tracking
- Help functionality
- Reflect current catalog / price list and contract pricing
- Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories establish by this contract
- Shall not include any items that are specifically excluded from this contract.

19.2 Access. The Contractor shall provide access to and interconnectivity with ProcureAZ for the purpose of allowing authorized State system users to "Punch-Out" of the State's eProcurement system, and select contract products and services directly from the Contractor's website, and return to the State's system with pre-populated order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their Punch-Out connection.

19.3 Timeframe. The "Punch-Out" capability shall be functional within the first six months of the contract begin date.

19.4 The cost associated with the Contractor's Punch-Out set-up, maintenance and support shall be borne by the Contractor.

## 20. Pricing

20.1 The contract price shall be firm for the contract period, subject to the provisions in Phase II/Purchases from Stock listed in the Special Terms and Conditions.

20.2 Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix, Arizona, plus four (4) keys and if applicable two (2) keyless entry remotes and full tank of fuel less delivery fuel.

20.3 Delivery costs for each county outside of the Phoenix area shall be indicated on the attached Price Sheet (WORD document). This will be an added cost to the contract price.

## 21. Price Increase

21.1 The State may review a fully documented request for a price increase based on annual OEM model year change only at the time of contract extension.

21.2 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests).

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

## 22. Price Reductions

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. Price reductions shall include the following:

- A formal announcement from the manufacturer that the cost of the contract product has been reduced.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the state, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.



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**23. Product Discontinuance**

The State may award contracts for particular products, models and/or product lines of parts as a result of this solicitation. In the event that the manufacturer discontinues a product, model or product line, the State at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product, model or product line and provide the following:

- A formal announcement from the manufacturer that the product, model or product line has been discontinued.
- Documentation from the manufacturer that names the replacement product, model or product line.

**24. Sales Promotions**

24.1 In addition to decreasing contract pricing in accordance with the provision entitled price reductions, the contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision the contractor shall submit:

- A formal request that identifies the affected contract product or product groups
- The promotional price vs. the existing contract price
- The start and end date of the sales promotion;

24.2 Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the contractor shall provide conspicuous notice of the promotion.

**25. Safety Standards**

All vehicles supplied on this contract must comply with the current 49CFR571, Federal Motor Vehicle Safety Standards (FMVSS) and 49CFR393, Parts and Accessories Necessary for Safe Operation.

**26. Serial Numbers**

The contract is for equipment on which the original manufacturers' serial number has not been altered in any way. Throughout the contract term, the state reserves the right to reject any altered equipment.

**27. Telephone Ordering Support**

Contractor(s) shall accept collect telephone calls and/or provide and maintain a toll free number for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.

**28. Warranty (Vehicles)**

All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision. The written warranty shall be included with the delivered vehicles to the using agency.

**29. Cancellation**

29.1 The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor if any of the following occur:

- The contractor provides material that does not meet the specifications of the contract
- The contractor fails to adequately perform the services set forth in the specifications of the contract
- The contractor fails to complete the work required or furnish the materials required with in the time stipulated by the contract
- The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

29.2 Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

- Cancellation of Contract
- Reserve all rights or claims to damage for breach of any covenant of the contract
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non compliance with the specifications, any reasonable expense of testing shall be borne by the contractor



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- 29.3 In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
- Deduction form an unpaid balance
  - Collection against the bid and/or performance bond; or
  - Any combination of the above or any other remedies as provided by law.

**30. Cancellation For Possession Of Weapons On State 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 State property pursuant to A.R.S. §13 3102. Such property includes State owned or leased office building, yards, parking lots, construction sites or state owned vehicles. 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 State official to leave the State property and fail 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.'

**31. Confidentiality of Records**

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

**32. Contraband**

Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.

**32.1 DEFINITION – A.R.S. § 13-2501**

Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)

**32.2 PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505**

1. A person, not otherwise authorized by law, commits promoting prison contraband:
  - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
  - B. By knowingly conveying contraband to any person confined in a correctional facility; or
  - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.

**33. RISK AND LIABILITY**

**33.1 INDEMNIFICATION:**

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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.



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*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### 33.2 INSURANCE REQUIREMENTS:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

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 Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

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

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

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

#### 2. Business Automobile Liability

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

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

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

#### 3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



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- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:
1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**
- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



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1. **Changes.** The State reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendments to the contract.
2. **Outright Purchase.** The Contractor shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement. Title shall transfer to the ordering entity at the time of acceptance, or when the vehicle(s) is accepted at the user's site.
3. **Order Guides.** Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by any State agency or eligible political subdivision
4. **Special Paint Requirement**
  - 4.1. There may be a requirement for special paint for some fleet vehicles, i.e., special highway yellow and special agency fleet colors. An increase of no more than thirty (30) days over the required delivery time shall be allowed for this requirement.
  - 4.2. Contractors shall indicate on Questionnaire #1 if there are quantity requirements or an additional cost for special fleet colors. If no information is entered on the Questionnaire, it shall be understood that there is no quantity requirement or additional cost.
5. **Special Title Requirement.** There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering agency. The State has programs that require equipment purchased from special funds be returned to the State's communities. These purchases shall be made for authorized political subdivisions.
6. **Tires**
  - 6.1. All spare tires and wheels shall be factory supplied, or if dealer installed, match the OEM tires and wheels contained on the vehicle. Temperature rating for tires shall be specified on the factory invoice. Note: Spare tires for trucks must be full size tire and wheel identical to factory OEM.
  - 6.2. Waste tire fee - As referenced under A.R.S. 44-1302, the waste tire fee shall not exceed \$1.00 for each new tire contained on or in new vehicles for any GVW.
7. **Vehicle Contracts Phase I and Phase II (Including Purchases From Stock)**
  - 7.1. The State of Arizona shall continue to have two-phase contracts for vehicles. The intent of the two-phase contract is to allow state agencies and political sub-divisions vehicle contract coverage for a full 12-month period.
  - 7.2. Phase I shall take effect upon award of this Invitation for Bid and shall expire on the factory cut-off date.
  - 7.3. Additional manufacturer options or upgrades which may be purchased during the term of the contract shall be priced from the "Invoice" column of the Kelley Blue Book, New Price Manual for current models. The prices used shall be from the current publication of the Kelley Blue Book that includes the vehicle in question. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. All prices, which are stated in the Kelley Blue Book New Price Manual, shall be considered correct unless otherwise documented in writing to ordering entity for review and approval. If pricing is not available for the Kelley Blue Book for options at the time of order, then dealer invoice shall prevail and shall be submitted to the ordering agency. The dealers' invoice shall be unaltered to include original pricing from the manufacturer. Options shall be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.
  - 7.4. Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency
8. **Vehicle Pricing-Phase II (Purchases From Stock)**
  - 8.1. Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which shall be effective upon the expiration date of Phase I and shall expire upon the award of the succeeding year vehicle contract.
  - 8.2. State agencies and political subdivisions have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.
  - 8.3. Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:



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- 8.4. The Phase II, or purchase from stock, contract price for the vehicles shall be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power-train combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation. **Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.**
9. **Cloth Seats.** Dealer installed cloth inserts shall be acceptable in place of manufacturer-installed cloth seats provided the fabric used is of automotive grade, and installation is performed at a standard equal to or exceeding that performed at a standard equal to or exceeding that performed by the manufacturer. Fabric types and colors used shall coordinate with original OEM standard for the vehicle specified.
10. **Vehicle Decals.** Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by the manufacturer on equipment shall not be attached to any vehicle.
11. **Vehicle Deficiency Response.** Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.
12. **Vehicle Documentation.** The Contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery.
13. **Vehicle Existing Warranties.**
- 13.1. Warranties and service contracts may be offered as optional items where indicated on the Price Sheets. These items are optional and justification for these costs is at the discretion of the ordering agency. The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the first stated deductible per eligible repair visit. Covered repairs shall not be charged more than one deductible per visit, even if more than one component is repaired.
- 13.2. Characteristics: Major components that shall be covered by the extended warranty contract:
- 13.2.1. Engine - Cylinder block, heads, all internal lubricated parts, manifolds, timing gear and chain or belt, flywheel, valve covers, oil pan, timing chain cover, oil pump, seals and gaskets, water pump, fuel pump, tank, line and radiator. Not included are the carburetion and gasoline or diesel fuel injection components.
- 13.2.2. Transmission - Transmission case and all internal parts, including torque converter, transfer case, seals and gaskets.
- 13.2.3. Rear wheel drive - Drive axle housing, including all internal parts, universal joints, axle shafts, wheel bearings and retainers, seals, gaskets, drive shaft, and constant velocity joints.
- 13.2.4. Steering - Power steering pump, cooler and lines. Manual and power steering gear housing (and all internal parts), linkages, control valve and cylinder, main and intermediate steering shafts and couplings.
- 13.2.5. Front suspension - struts, upper and lower control arms, control arm shafts and bushings, upper and lower ball joints, king pins and bushings, spindle and spindle supports, stabilizer shaft, linkage and bushings. Not included are front-end alignment, wheel balance, and the replacement of shock absorbers.
- 13.2.6. Brakes - Master cylinder, power booster, calipers and wheel cylinders, combination valve, all lines and fittings, backing plates, springs, clips and retainers, self adjusters, parker brake linkage, cables and anti-lock brake components. Excludes linings, pads, drums, and rotors (except when required in conjunction with a repair to a covered part).
- 13.2.7. Air conditioning - Compressor and compressor seals, condenser evaporator, clutch, pulley and heater blower.



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- 13.2.8. Electrical - Alternator, starter motor, voltage regulator, wiper motors, electronic ignition module, manually operated switches, heated back glass and wiring harnesses.
- 13.2.9. Other - Power windows, components and cruise control.
- 13.2.10. Towing expenses.
- 13.3. The above referenced extended warranty package of 60 or 72 month and/or 100,000 miles may be offered as an "option." Contractors may also offer 36 month and/or 36,000 miles and 48 month and/or 48,000 miles Service Agreements in the areas provided on the Price Sheets.
14. **Excise Tax Exemption**. The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user shall report such facts to the vendor.
15. **Fluid Requirements**. Contractor shall be responsible for notification of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements. i.e. transmission fluid, anti-freeze, oils and lubricants that must be OEM only.
16. **Equipment Inspection**.
- 16.1. Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the contractor. The contractor shall file all claims for visible and concealed damage. The State shall notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 16.2. Each vehicle delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process if delivery is for 10 vehicles or less. When delivery exceeds 10 vehicles per day, there shall be an allowance of 30 days. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.
17. **In-Service Notification**. Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor or manufacturer in writing of the actual in-service date, on forms to be provided for such purpose upon request by agency.
18. **Optional Equipment**. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.
19. **Safety Enhancements**. All vehicles purchased under any resultant contract shall be equipped with the latest OEM safety enhancements available at the time of delivery. **Option packages which include ABS brakes, side curtain air bags, daytime running lamps, reverse sensing systems, etc., shall be listed on the Vehicle Specification Sheet.**
20. **Recall Notices**. In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from any resultant contract, a notice shall be sent to the purchasing agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. **The Contractor shall provide and retrofit at no cost to the State all vehicles purchased under this contract with vehicle safety enhancements as a result of the recall.**
21. **Service Requirements**.
- 21.1. All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.



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21.2. Servicing shall include:

- Complete Lubrication
- Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- Full tank(s) of fuel, less delivery fuel.
- Engine adjustment to proper operation condition.
- Tire inflation to correct pressure.
- Checking of all mechanical and electrical operations.
- Checking for any appearance defects.
- Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

22. **Shop Manuals.** The successful Bidder shall provide order forms for shop manuals to requesting agencies. Each individual agency shall be responsible for all standard costs.

23. **New Products.**

23.1. The State; at its sole discretion, may allow new products announced by manufactures represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request shall result in the State not considering the request.

23.1.1. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.

23.1.2. Documentation from the manufacturer that cites the effected products by item number and description.

23.1.3. Documentation that provides clear evidence that the new products are those that are within an established contract group. **NO OTHER PRODUCTS SHALL BE ALLOWED.**

23.1.4. That states prices at which sales are currently or were last made to a significant number of any categories of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percents %) from list price as existing products.

23.2. Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the contractor shall make available all electronic and hard catalog/price list updates to all eligible agencies at no additional cost to the State.

23.3. The State; at its sole discretion, may allow needed vehicle upfit/modifications requirements of new products incorporated to the resulting contract(s).



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## THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY VEHICLES PROCURED WITH FEDERAL FUNDS

### 1. BUS TESTING

The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA 's implementing regulation at 49CFR Part 665 and shall perform the following:

- 1.1 Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient's final acceptance of the first vehicle.
- 1.2 A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 1.3 If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 1.4 If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle's configuration and major components.
- 1.5 ATTACHMENT IV Certification of Compliance with FTA'S Bus Testing Requirements (sign and return with offer).

### 2. BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or Offeror must submit to the FIA recipient and appropriate Buy America certification ATTACHMENT III with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

### 3. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- 3.1 To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 3.2 To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)



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3.3 To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

## 4. CIVIL RIGHTS

4.1 The Contractor is required to comply with Executive Order 99-4 "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

4.2 The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.

4.3 The Contractor is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

## 5. CLEAN AIR

The Contractor agrees to:

5.1 Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et.seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

5.2 Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## 6. CLEAN WATER

The contractor agrees to:

6.1 Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.

6.2 To report each violation to the Purchaser and understands and agrees that the Purchaser shall, In turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

6.3 To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

## 7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

7.1 **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.



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- 7.3 **Withholding for unpaid wages and liquidated damages:** The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- 7.4 **Subcontractors:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- 7.5 **Payrolls and basic records:** Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

## 8. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## 9. FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## 10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.



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## 11. LOBBYING RESTRICTIONS

Contractors who apply or bid for an award of \$100,000.00 or more shall file the certification required (ATTACHMENT ASSIGN NUMBER) by 49CFR part 20, "New Restrictions of Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

## 12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- 12.1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- 12.2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

## 13. PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- 13.1 Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America ATTACHMENT III. If the bidder/offeror certifies compliance with Buy America, it shall submit documentation, which lists:
  - 13.1.1 Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.
  - 13.1.2 The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 13.2 Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.
- 13.3 Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:
  - 13.3.1 Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;
  - 13.3.2 Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

## 14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

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



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- 14.2 The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- 14.3 The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## 15. PRIVACY ACT

- 15.1 The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- 15.2 The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

## 16. STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.



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## 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.



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- 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.



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- 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. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12. 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.



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## 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.



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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.



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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.



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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 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.



# Attachment I

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

Description: Vehicles, New Purchases Statewide

## Supplemental Pricing Information

### ProcureAZ Line Item Example

See Special Instructions to Offerors paragraphs 4.4, 4.5 & 4.6 for specific instructions on submitting line items electronically in ProcureAZ

ProcureAZ Line Item EXAMPLE ONLY (NOT ACTUAL LINE ITEM OF SOLUICITATION)

General **Items** Questions Subcontractors Notes Terms & Conditions Attachments Summary Back to Bid  
General Notes

Sort by Column: Print Sequence  Sort Descending

Item #	Print Sequence	Questions Exist	Description								
			Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid	No Charge
1	1.0	No	20" Flat Screen Monitor								
			10.0	EA	0.00	0.0		0.00	\$0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alternate Description:											
Quote Response Total									\$0.00		

### CONTRACTOR SHALL PROVIDE THE FOLLOWING INFORMATION:

- Prompt Payment Discount:** If payment is made within \_\_-0-\_\_ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by \_\_n/a\_\_ %. This discount shall be applied to all Agency purchase transactions, excluding those initialized utilizing a credit or "Purchasing" card.

**Notice:** The State shall assume that the price(s) offered do not include any applicable transaction privilege (sales) taxes. If the products and/or services specified require transaction privilege (sales) taxes, they are to be described and itemized separately on the Offer.

- Sales Tax Percent:** \_\_9.3\_\_%. (See Uniform Instructions to Offerors, paragraph 3.11)

- Customer Service Information**

**Telephone Ordering Support:**

Toll-Free Number: (866) 757-9453 or Telephone Number to Accept Collect Calls: (602) 866-0102

#### Primary Representative:

Name: GREGG BALL  
Telephone Number: (602) 760-3352  
Fax Number: (602) 760-3352  
E-Mail Address: gball@vtaig.com

#### Back-up Representative

Name: TIM HERRLE  
Telephone Number: (602) 866-0102  
Fax Number: (602) 760-3352  
E-Mail Address: therrle@vtaig.com



Description: **Vehicles, New Purchases Statewide**

**Vehicle Warranties/Service and Maintenance Information**

**I. VEHICLE WARRANTIES**

**Manufacturers Standard New Vehicle Warranty:** Indicate below the manufacturer's standard new vehicle warranty, i.e. Bumper-to-Bumper, Powertrain, etc.

**3 year or 36,000 miles bumper to bumper, 5 year or 100,000 mile powertrain warranty.**

**Hybrid/Electric Warranty: 8 years or 100,000 miles**

**Extended Warranties (Optional):**

Indicate the name/type of extended warranty offered:**GM Majorguard**

Length of Warranty (example: 60 or 72 months and/or 100,000 miles): **60 months or 100,000 miles**

Extended Warranty Deductible:

\$           -0-          

The warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the specified deductible. The amount billed by the Contractor for covered repairs shall never exceed the deductible amount per visit, even if more than one component is repaired.

**II. VEHICLE SERVICE AGREEMENTS(Optional):**

Indicate Manufacturer's Standard New Vehicle Service Agreement (Optional):**None**

Indicate Manufacturer's Extended New Vehicle Service Agreement (Optional):**None**

**III. SHOP AND PARTS MANUALS (see Special Terms and Conditions)**

List costs for Shop or Parts Manuals. A separate document may be provided and submitted electronically with the bid. Order forms for shop manuals shall be provided by Contractor to the requesting agencies. Each individual agency shall be responsible for all standard costs.

**Shop manuals are by special order and cost \$475.00 each on a per order basis. Parts manuals are on computer disc and are purchased direct from GM parts.**

**V. SPECIAL PAINT REQUIREMENTS (see Special Terms & Conditions)**

Provide any requirements for special paint orders. The special paint requirements shall include any minimum unit requirements and any additional costs. A separate document containing all special paint requirements may be provided and submitted electronically with the Offer. If no information is entered on the attachment (or submitted as separate document) concerning quantity or cost, it shall be understood that there is no quantity requirement or additional cost.

**Special paint requires a minimum order of 5 units and an additional cost of \$275.00 per unit on readily available colors. Tier 2 color requirements are more expensive and have a longer lead time.**

**V. ORDER STATUS**

Manufacturer's Website to check order status: **www.gmfleet.com**

Accessibility Requirements for Users of Website: **Password setup by GM**



# Attachment III

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

Description: **Vehicles, New Purchases Statewide**

## BUY AMERICA

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

#### *Certificate of Compliance with 49 U.S.C. 5323(j)(1)*

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

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

#### *Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

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

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

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

#### *Certificate of Compliance with 49 U.S.C. 5323(j) (2) (C)*

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

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

#### *Certificate of Non-Compliance with 49 U.S.C. 5323(j) (2) (C)*

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

:

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_



# Attachment IV

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

Description: **Vehicles, New Purchases Statewide**

## CERTIFICATION OF COMPLIANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION: FEDERAL TRANSPORTATION ADMINISTRATION (FTA) BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. § 5323(c) and FTA implementing regulation at 49 CFR Part 665:

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_



# Attachment V

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

Description: **Vehicles, New Purchases Statewide**

## APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment; or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Signature of Contractor's Authorized Official \_\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_



# Attachment VI

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

Description: **Vehicles, New Purchases Statewide**

## GOVERNMENT DEBARMENT & SUSPENSION,

49CFR PART 29

Executive Order 12549

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

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

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

- (2) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) A Certification that any of the items in paragraph (1) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (4) Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (5) The certification in paragraph (1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Title: \_\_\_\_\_



# Attachment VII

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

Description: **Vehicles, New Purchases Statewide**

## UPFIT/MODIFICATIONS SUBCONTRACTORS

List the principal subcontractors used for vehicle upfit/modifications and the primary upfit/modifications focuses:

Company Name Auto Safety House

Address 2630 W. Buckeye Rd. Phoenix, AZ 85036

Phone (602) 269-9721

Point of Contact Keith Ladd

Primary Upfit/Modifications Focuses:

Truck body refitting and installation

Company Name Drake Equipment

Address 2235 S. 19<sup>th</sup> Ave Phoenix, AZ 85009

Phone (602) 278-2552

Point of Contact Tom Rovenstein

Primary Upfit/Modifications Focuses:

Truck Equipment up fitting and repair

Company Name PSS First In

Address 1450 E Buckeye Rd. Phoenix, AZ. 85031

Phone (480) 232-2534

Point of Contact Chad Anderson

Primary Upfit/Modifications Focuses:

Police and Emergency vehicle up fitting



# Attachment VIII

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

Description: **Vehicles, New Purchases Statewide**

## CONFIDENTIAL INFORMATION REQUEST

Proposals shall be open to public inspection after Contract award, except for such information within the proposal deemed to be confidential by the State. If an Offeror believes that any information in its proposal should remain confidential, it shall:

- Mark the specific information within the proposal document as confidential and
- List the confidential information below including location within the proposal and a statement detailing the reasons that the information should not be disclosed. Such reasons shall include trade secret and proprietary information. (*Note: Pricing and information generally available to the public shall not be considered confidential.*)
- Any information not included within this document shall not be reviewed by the State and shall be considered public record upon award.

Upon receipt of the request the State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code and shall notify the Offeror in writing.

### PLEASE LIST ALL INFORMATION TO REVIEW FOR CONFIDENTIALITY.

Location (page #, Paragraph #)

Description of Information

Rationale

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_



# EXHIBIT I

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

Description: **Vehicles, New Purchases Statewide**

**Quote Sheet  
State of Arizona Contract  
Vehicles, New Purchases Statewide**

DATE:				
CUSTOMER:				
State Contract Number:			ProcureAZ Line Item Number:	
Vehicle Description: Make, Model, Vehicle Code, And Trim Level				
Base Vehicle Price	\$			
Manufacturer Options Upgrades or Upfit/Modifications Requirements				
1.	\$			
2.	\$			
3.	\$			
4.	\$			
5.	\$			
6.	\$			
7.	\$			
8.	\$			
9.	\$			
10.	\$			
	\$		<b>Subtotal (Including Destination and Options)</b>	
	\$		<b>Upfit/Modification Requirements</b>	
	\$		<b>SALES TAX</b>	
	\$		<b>TIRE TAX</b>	
	\$		<b>DELIVERY FEE</b>	
	\$		<b>TOTAL DELIVERED PRICE</b>	



# END OF SOLICITATION

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

Description: **Vehicles, New Purchases Statewide**

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EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF FOUNTAIN HILLS  
AND  
MIDWAY CHEVROLET COMPANY I, LLC,  
d/b/a MIDWAY CHEVROLET

[Quotes]

See following pages.



ARIZONA STATE CONTRACT VEHICLE QUOTE

VRHURF FLEET Replaces #140

STATE CONTRACT # ADSP012-016669

QUOTE SENT TO: Fountain Hills

CONTRACT VEHICLE 2016 chevrolet Implala 1FL 1WF19

QUOTE DATE: 7/27/2016

CONTRACT PRICE PER ATTACHED SPECS \$ 19,648.00

Additional Options

Solar Tint Glass GM Dealer \$ 195.00
R9Y Fleet Maintenance Credit \$ (61.67)

Sub Total \$ 19,781.33
Sales Tax ( 8.3 %) \$ 1,641.85
City of Phx 2016 Tax \$ 30.00
Tire Tax \$ 5.00

Extended Warranty

Capital Total Each Unit \$ 21,458.18

Quoted By: Gregg Ball
Midway Chevrolet Nissan Isuzu Truck
2323 W. Bell Rd.
Phoenix, Az. 85023
gball@vtaig.com
Cell 602-733-2251

Approximate Lead Time
In Stock

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thanks for the opportunity!



ARIZONA STATE CONTRACT VEHICLE QUOTE

PWAD New Vehicle

STATE CONTRACT # ADSPO12-016669

QUOTE SENT TO: Fountain Hills

CONTRACT VEHICLE 2016 Chevrolet Colorado Crew Cab 2WT 12M43

QUOTE DATE: 7/27/2016

CONTRACT PRICE PER ATTACHED SPECS \$ 24,985.00

Additional Options

PCN	WT Conv Pwr Pkg	\$	445.90
Solar Tint Glass	GM Dealer	\$	195.00
R9Y	Fleet Maint. Credit	\$	(61.67)

Sub Total \$ 25,564.23

Sales Tax ( 8.3 %) \$ 2,121.83

City of Phx 2016 Tax \$ 30.00

Tire Tax \$ 5.00

Extended Warranty

Capital Total Each Unit \$ 27,721.06

Quoted By: Gregg Ball  
 Midway Chevrolet Nissan Isuzu Truck  
 2323 W. Bell Rd.  
 Phoenix, Az. 85023  
[gball@vtaig.com](mailto:gball@vtaig.com)  
 Cell 602-733-2251

Approximate Lead Time  
 8-12 weeks

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thanks for the opportunity!



ARIZONA STATE CONTRACT VEHICLE QUOTE

1. PZSAFE, Replaces #148. 1 VRHURF Fleet Replaces #144. 1. PRAD Replaces #143

STATE CONTRACT # ADSP012-016669

QUOTE SENT TO: Fountain Hills

CONTRACT VEHICLE 2016 Chevrolet Equinox 1LF26

QUOTE DATE: 7/27/2016

CONTRACT PRICE PER ATTACHED SPECS \$ 21,832.00

Additional Options

Solar Tint Glass	GM dealer	\$	195.00
2017 Model Adjustment	GM Fleet	\$	674.00
R9Y	Fleet Maint. Credit	\$	(61.67)
Strobes	Front and rear	\$	525.00

Sub Total \$ 23,164.33

Sales Tax ( 8.3 %) \$ 1,922.64

City of Phx 2016 Tax \$ 30.00

Tire Tax \$ 5.00

Extended Warranty

Capital Total Each Unit \$ 25,121.97

Quoted By: Gregg Ball	Approximate Lead Time
Midway Chevrolet Nissan Isuzu Truck	8-12 weeks
2323 W. Bell Rd.	
Phoenix, Az. 85023	
<a href="mailto:gball@vtaig.com">gball@vtaig.com</a>	
Cell 602-733-2251	Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates. Please call with any questions or concerns.

Thanks for the opportunity!