

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
EMPIRE SOUTHWEST, LLC**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of December 21, 2018, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Empire Southwest, LLC, a Delaware limited liability company (the "Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona (the "State") entered into Contract No. ADSPO19-213364, effective September 3, 2018 (the "State Contract"), for the Contractor to provide non-operated heavy equipment rental. 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 Contractor, and the State Contract permits its cooperative use by other public entities, including the Town.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with non-operated heavy equipment rental (the "Materials and Services"), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until August 30, 2019 (the "Term"), unless terminated as otherwise provided in this Agreement or the State Contract.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Materials and Services under the terms and conditions of the State Contract. The Town does not guarantee that any minimum or maximum number of purchases will be made pursuant to this

Agreement. Purchases will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the parties, in a written invoice, quote, work order or other form of written agreement describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (i) contain a reference to this Agreement and the State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State Contract will be subject to rejection.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the State Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of a non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (i) waive the non-conformance; or (ii) stop the work immediately.

2.2 Cancellation. The Town reserves the right to cancel Work Orders within a reasonable period of time after issuance. Should a Work Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of Town notice of cancellation, or for lost profits, shipment of product prior to issuance of Work Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay Contractor for the Term and for each an aggregate amount not to exceed \$20,000.00 for the Materials and Services at the unit rates set forth in the State Contract.

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

5. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below, Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the Town to

audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its 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.

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

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

9. 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.

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

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any Town-approved work orders, 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 Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

12. Rights and Privileges. To the extent provided under the State Contract, the Town shall be afforded all of the rights and privileges afforded to 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.

13. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 12 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance. In any event, the Contractor 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"), to the extent such Claims (or actions in respect thereof) are caused by the negligent acts or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

14. 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: Pierce Coleman PLLC
 4711 E. Falcon Drive, Suite 111
 Mesa, Arizona 85215
 Attn: Aaron D. Arnson, Town Attorney

If to Contractor: Empire Southwest, LLC
1725 South Country Club Drive
Mesa, Arizona 85210
Attn: Doug Calvet

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

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Grady E. Miller



Grady E. Miller, Town Manager

ATTEST:

Elizabeth A. Burke

Elizabeth A. Burke, Town Clerk

APPROVED AS TO FORM:

Aaron D. Arnson

Aaron D. Arnson, Town Attorney

(ACKNOWLEDGEMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On February 21, 2019, 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.



Patricia Jo Toal
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
EMPIRE SOUTHWEST, LLC

[State Contract]

See following pages.



Master Blanket Purchase Order ADSP019-213364

Header Information

| | | | | | |
|--|---|---------------------------|--------------------------------|---------------------------|-------------------------------------|
| Purchase Order Number: | ADSP019-213364 | Release Number: | 0 | Short Description: | Heavy Equipment Rental Non Operated |
| Status: | 3PS - Sent | Purchaser: | Mackenzie Hix | Receipt Method: | Quantity |
| Fiscal Year: | 2019 | PO Type: | Blanket | Minor Status: | |
| Organization: | State of Arizona | Location: | SPO - State Procurement Office | Type Code: | |
| Department: | ADSP0 - State Procurement Office | Entered Date: | 08/31/2018 01:08:41 PM | Control Code: | |
| Alternate ID: | | Retainage %: | 0.00% | Discount %: | 0.00% |
| Days ARO: | 1 | Print Dest Detail: | If Different | Pcard Enabled: | No |
| Catalog ID: | | Release Type: | Direct Release | Actual Cost: | \$0.00 |
| Contact Instructions: | | Tax Rate: | | | |
| Master Blanket/Contract End Date (Maximum): | 08/30/2019 01:08:00 PM | | | | |
| Project No.: | | | | | |
| Building Code: | | | | | |
| Cost Code: | | | | | |
| Special Purchase Types: | | | | | |
| PIJ NUMBER: | | | | | |
| Coop Spend To Date: | | | | | |
| Commodity Reference Id: | | | | | |
| PO External Doc Type: | None | | | | |
| Agency Attachments: | PO Terms & Conditions Procurement File ADSP018-00008178~4.zip | | | | |
| Vendor Attachments: | ADSP0 Head Count, Employee Headcount by Location 07 03 18 Curtis 1.xlsx ADSP018-00008178 References dcv2~1.docx City of Mesa Business License 1.pdf Exhibit 1 Price | | | | |

[Sheet-1.xls Insurance Certificate-1.pdf Method of Approach ADSP018 dcv2-1.docx](#)
[Section 3 RFP Offer Forms 1.pdf](#)

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

| | | | | | |
|----------------|---|------------------------|--------------|-------------------------|-----------------------|
| Vendor: | <u>9000016434 - EMPIRE SOUTHWEST LLC</u> DOUG CALVET 1725 S COUNTRY CLUB DR MESA, AZ 85210 US Email: rena.mcdonald@empire-cat.com | Payment Terms: | 2% 15 Net 30 | Shipping Method: | United Parcel Service |
| | | Shipping Terms: | As Specified | Freight Terms: | Freight Allowed |

| PO Acknowledgements: | Document | Notifications | Acknowledged Date/Time |
|----------------------|---|---|------------------------|
| | Phone: (602)633-4917 EAX: (480)633-1626 Alt. Contact: Z0001 | Emailed to rena.mcdonald@empire-cat.com at 08/31/2018 03:33:49 PM | 08/31/2018 03:34:43 PM |
| | Order 1 | | |

Master Blanket/Contract Vendor Distributor List

| Vendor ID | Alternative ID | Vendor Name | Preferred Delivery Method | Vendor Distributor Status |
|-------------------|----------------|----------------------|---------------------------|---------------------------|
| <u>9000016434</u> | PZ9000016434 | EMPIRE SOUTHWEST LLC | Email | Active |

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 09/03/2018 **Master Blanket/Contract End Date:** 08/30/2019
Cooperative Purchasing Allowed: Yes

| Organization | Department | Dollar Limit | Dollars Spent to Date | Minimum Order Amount |
|--|--------------------------------------|--------------|-----------------------|----------------------|
| ALL ORG - Organization Umbrella Master Control | AGY - Agency Umbrella Master Control | \$0.00 | \$64,221.55 | \$0.00 |

Item Information

Print Sequence # 1.0, Item # 1: Equipment Rental- Please see pricing sheet in attachments tab for models, make, and other specific equipment information 3PS - Sent

NIGP Code: 975-24
 Construction Equipment (Not Otherwise Classified) Rental or Lease

| Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|----------------|-----|-----------|-----------|------------|---------------------|----------|------------|------------|
| Quantity | 0.0 | \$0.00 | EA - Each | 0.00 | \$0.00 | | \$0.00 | \$0.00 |

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____
 Cost Code: _____
 Property Number: _____

Print Sequence # 2.0, Item # 2: Equipment Rental-Please see pricing sheet in attachments tab for models, make, and other specific equipment information

3PS - Sent

NIGP Code: 975-29

Concrete Equipment and Accessory Rental or Lease

| Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|----------------|-----|-----------|-----------|------------|---------------------|----------|------------|------------|
| Quantity | 0.0 | \$0.00 | EA - Each | 0.00 | \$0.00 | | \$0.00 | \$0.00 |

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 3.0, Item # 3: Equipment Rental- Please see pricing sheet in attachments tab for models, make, and other specific equipment information

3PS - Sent

NIGP Code: 975-34

Earth Moving Equipment (Graders, Dozers, Loaders, etc.) Rental or Lease

| Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|----------------|-----|-----------|-----------|------------|---------------------|----------|------------|------------|
| Quantity | 0.0 | \$0.00 | EA - Each | 0.00 | \$0.00 | | \$0.00 | \$0.00 |

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Exit

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Request for Proposal

Solicitation No.
ADSP018-00008178

Description:
Heavy Equipment Rental Non-Operated

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Part 3 of the Solicitation

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Section 3-A: Instructions to Offerors

1.0 Definition of Terms

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

- 1.1 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code" means, collectively, Title 41 Chapter 23, *et. sequitur*, in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 *et. sequitur* in the Arizona Administrative Code (abbreviated "A.A.C.").
NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation Documents, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation Documents fully.
The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
The Arizona State Legislature provides the official A.R.S. online at:
<http://www.azleg.gov/ArizonaRevisedStatutes.asp>
The Office of the Arizona Secretary of State provides the official A.A.C. online at:
<http://www.azsos.gov/rules/arizona-administrative-code>
- 1.2 Clarifications** "Clarifications" means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.
- 1.3 Contract** "Contract" is defined in paragraph 1.6 of the Uniform Terms and Conditions.
- 1.4 Contract Amendment** "Contract Amendment" is defined in paragraph 1.7 of the Uniform Terms and Conditions.
- 1.5 Contract Terms and Conditions** "Contract Terms and Conditions" is defined in paragraph 1.8 of the Uniform Terms and Conditions.
- 1.6 Contractor** "Contractor" is defined in paragraph 1.4 of the Uniform Terms and Conditions.
- 1.7 Evaluation** "Evaluation" means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation Documents.
- 1.8 Negotiation** "Negotiation" means, per A.A.C. R2-7-101(32), an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.
- 1.9 Not Susceptible for Award** "Not Susceptible for Award" means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to fail one or more of the tests and comparisons set forth therein. NOTE: A determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.



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- 1.10 Offer: Initial Offer; Revised Offer; Best and Final Offer (BAFO)** "Initial Offer" means, per A.A.C. R2-7-101(33), Offeror's proposal submitted to State in response to the Solicitation, as initially submitted.
"Revised Offer" means any revised versions of the Initial Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and R2-7-C315.
"Best and Final Offer" ("BAFO") means, per A.A.C. R2-7-101(8), the Revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered.
Reference to "an Offer," "the Offer," or "your Offer" means any of the Initial Offer, a Revised Offer, or the Best and Final Offer.
- 1.11 Offeror** "Offeror" is the Person submitting an Offer; instructions addressed to "you" and references to "your" items are to be construed as being synonymous with "Offeror" and "Offeror's" throughout these Instructions to Offerors.
- 1.12 Pricing Document** "Pricing Document" means Section 2-B of the Solicitation Documents. Also known as Pricing Document as defined in the Special Terms and Conditions.
- 1.13 ProcureAZ** "ProcureAZ" is defined in paragraph 1.16 of the Uniform Terms and Conditions.
- 1.14 Procurement Officer** "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to administer the Solicitation and make written determinations with respect to the Solicitation. The Procurement Officer is identified in ProcureAZ.
- 1.15 Solicitation** "Solicitation" means this procurement solicitation, which State is issuing as either:
1. an invitation for bids ("IFB") under A.R.S. § 41-2533;
2. a request for proposals ("RFP") under A.R.S. § 41-2534;
3. a request for quotations ("RFQ") under A.R.S. § 41-2535; or
4. a request for qualifications under A.R.S. §41-2558.
Refer to the Solicitation Summary for which of the foregoing is this Solicitation.
- 1.16 Solicitation Amendment** "Solicitation Amendment" means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by Procurement Officer.
- 1.17 Solicitation Summary** "Solicitation Summary" means Section 1 of the Solicitation Documents.
- 1.18 State** "State" is defined in paragraph 1.18 of the Uniform Terms and Conditions.
- 1.19 Subcontract** "Subcontract" is defined in paragraph 1.21 of the Uniform Terms and Conditions.
- 1.20 Subcontractor** "Subcontractor" is defined in paragraph 1.22 of the Uniform Terms and Conditions.

2.0 Solicitation Inquiries

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



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- 2.2 State Contact Person** Direct all inquiries related to the Solicitation to Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Apart from the ProcureAZ Help Desk, do not contact any State personnel other than Procurement Officer concerning the Solicitation while it is in progress, through and including award.
- 2.3 Submission of Inquiries** Submit all inquiries related to the Solicitation in ProcureAZ; the Procurement Officer will not respond to inquiries received in any other manner.
1. Submit technical inquiries about submitting proposals in ProcureAZ to the ProcureAZ Help Desk:
 - by phone at (602) 542-7600, option 1; or
 - by email to procure@azdoa.gov.
 2. Submit all other inquiries about the Solicitation using the online form under the **"Q&A" tab for the Solicitation in ProcureAZ**. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about submitting proposals, State is not responsible for responding to any inquiries submitted **less than 3 (three) business days before the offer due date and time**.
- 2.4 Timeliness** Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5 Verbal or Email Responses** An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6 Solicitation Amendments** Only a Solicitation Amendment issued in ProcureAZ can change the Solicitation.
- 2.7 Pre-Offer Conference** A Pre-Offer Conference will be held at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>); attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.
- Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

3.0 Offer Preparation

- 3.1 Online Documents** The Solicitation Documents are only provided online in ProcureAZ; State will not provide any printed copies or other formats.
- 3.2 Electronic Submissions** When submitting an Offer, only include files that are Microsoft Word documents, Excel workbooks, or PowerPoint presentations and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.



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3.3 Deviations in Offer

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

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

3.4 Evidence of Intent

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

3.5 Exceptions to Solicitation Documents

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

3.6 Insurance and Bonds

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

If you intend to withhold or redact any element of your evidence of insurance policy compliance required by Section 6.1 of the Special Terms and Conditions [Contractor Insurance Requirements] on the grounds that it is confidential information, then you must claim it as such and submit the necessary substantiated justification with each Offer using Attachment 5-A [Designation of Confidential Information].

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

3.7 Identification of Taxes in Offer

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

3.8 Excise Tax

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

3.9 Tax Identification

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

3.10 Disclosure

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



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consider the Offer despite the suspension, debarment, or other preclusion. Include in your disclosure any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.

3.11 Federal Immigration Laws

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

3.12 Cost of Offer Preparation

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

3.13 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.

3.14 No Charge Items

If applicable, check the "no charge" option per line item and provide a comment to the no charge in the alternate description box. If a line item is "bundled", i.e. incorporated within another line item specify which line item in the alternate description box. Using the "no charge" option ensures that the Bidder is providing a response to a specific item yet is not charging for that line item.

3.15 No Bid Items

Line items left blank or using a zero (0) dollar amount generates a "No Bid" for the line item in ProcureAZ. If use of a Separate attachment for cost is requested insert a \$1.00 line item to ensure acceptance of the bid in ProcureAZ.

4.0 Submission of Offer

4.1 Required Offer Content

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

4.2 Attachment Forms

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

If, however, the Solicitation Documents indicate that you are allowed to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states "See Attachment X



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Supplement (#1 of 2)", etc., and the additional document is clearly marked as "Attachment X Supplement (#1 of 2)," etc.

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

NOTE (2): You must upload each such "additional" document as an individual file and name the file to match the document title.

NOTE (3): Attachment Forms cannot be filled-in directly in ProcureAZ; they must be downloaded, edited, and then uploaded (referred to as "attachments" in ProcureAZ) as part of each Offer.

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

4.3 Pricing

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

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

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

4.4 Submission

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

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

4.5 Solicitation Amendments

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

4.6 Amending or Withdrawing

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

4.7 Confidential Information

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

1. indicate on Attachment 5-A [Designation of Confidential Information] that your proposal contains such claimed confidential information; and



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- designate clearly throughout the Offer each instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential."

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

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

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

4.8 Public Record

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

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

4.9 Offeror Certification

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

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

5.0 Responsibility; Responsiveness and Acceptability

5.1 Responsibility

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

- Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;



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4. Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
5. Whether the Offeror promptly supplied all requested information concerning its responsibility;
6. Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, signed Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
7. Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation and its Amendments, including the documents incorporated by reference;
8. Whether the Offer limits the rights of the State;
9. Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State or necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
10. Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
11. Whether the Offeror provides misleading or inaccurate information.

5.2 Responsiveness and Acceptability

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

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

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

5.3 Eligibility for Evaluation and Negotiation

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

If Procurement Officer determines subsequently that your Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include you in any further Negotiation.



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For clarity of intent, the foregoing means that Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiation, since the purpose of Negotiation is to achieve best value for State.

6.0 Evaluation of Offers

- 6.1 Offer Validity Period** By submitting an Offer, you agree to hold it open for the validity period specified in the Solicitation Summary. If no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.
- 6.2 Clarifications** Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford Offerors the opportunity to alter or change their proposal.
- 6.3 Oral Presentations** The State may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key persons. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.
- 6.4 Cost or Pricing Data** Submit any cost or pricing data promptly that Procurement Officer requests under A.R.S § 41-2543 per A.A.C. R2-7-702(B)(2). Procurement Officer may make the following preconditions for eligibility and award:
1. submission of appropriate cost or pricing data under A.A.C. R2-7-704;
 2. determination that the submitted cost or pricing data demonstrates that pricing is fair and reasonable under A.A.C. R2-7-702(A); and
 3. determination that the data is not defective under A.A.C. R2-7-705.
- 6.5 Evaluation Criteria** In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- 6.5.1 Cost
- 6.5.2 Experience and Capacity
- 6.5.3 Methodology
- 6.6 Negotiations** In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.
- Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.
- 6.7 Financial Stability** You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand



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documentation such as current and audited financial statements, including income and balance sheets, directly from you or may obtain reports from independent financial rating services. Not providing the evidence will be grounds for Procurement Officer determining your Offer is Not Susceptible for Award.

- 6.8 Consideration of Exceptions** Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if Procurement Officer determines that an exception is one that does not merit Not Susceptible for Award determination, he or she may down-grade your Offer in Evaluation if the exception is significant.
- 6.9 Consideration of Deviations** Procurement Officer may down-grade your Offer in Evaluation if it contains deviations that, in his or her determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.
- 6.10 Consideration of Prompt Payment Discount** Procurement Officer may credit any proposed prompt payment discounts for the purpose of evaluating offer prices.
- 6.11 Consideration of Taxes** Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.
- 6.12 Consideration of Cost** Regardless of the relative order assigned to cost in the Solicitation Summary, cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under the Arizona Procurement Code.
- 6.13 Unit Price Prevails** In the case of discrepancy in your Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.
- 6.14 Waiver and Rejection** Notwithstanding any other provision of the Solicitation Documents, State reserves the right to waive any minor informality, reject any or all offers or portions thereof or cancel the Solicitation.

7.0 Award of Contract

- 7.1 Best Advantage to State** Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror whose offer is determined to be most advantageous to the State based on the stated evaluation criteria.
- 7.2 Number of Types of Awards** State may make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to State.
- 7.3 Contract Inception** Your Offer does not constitute a contract nor does it confer any right on you to the award of a contract. A contract is not created until your Offer has been accepted for State by Procurement Officer's signature on the Offer and Acceptance Form. Notice of award or of intent to award will not constitute State's acceptance of your Offer.
- 7.4 Contract Document Consolidation** State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation Documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded.



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Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.

8.0 Solicitation or Award Protests

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

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

9.0 Comments Welcome

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

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 201
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End of Section 3-A



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Section 3-B: Offer Forms (Attachments)

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Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Error! Reference source not found. Call Center Services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

| | | | | | | |
|-----------------------|---------|-------------------------------------|---------|---------|-------------------------------------|---------|
| Initial Offer: | 1. | 7/10/18 | | | | |
| | date | | initial | | | |
| Revised Offers: | 2. | <input checked="" type="checkbox"/> | | 3. | <input checked="" type="checkbox"/> | |
| | date #1 | | initial | date #1 | | initial |
| | 5. | <input checked="" type="checkbox"/> | | 6. | <input checked="" type="checkbox"/> | |
| | date #4 | | initial | date #5 | | initial |
| Best and Final Offer: | 8. | 7/10/18 | | | | |
| | date | | initial | | | |

Empire Southwest, LLC

Offeror company name

1725 S. Country Club Dr.

Address

Mesa, AZ, 85210

City | State | ZIP

86-0894087

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Initials

John Helms, VP/CFO

Printed name and title

Dale Curtis, General Sales Manager

Contact name and title

Dale.Curtis@empire-cat.com 602-622-4178

Contact Email Address

Contact phone number

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

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract No. is: ADSP018-00008178

The effective date of the Contract is: **date**

Contract awarded **date**

Procurement Officer signature

Mackenzie Hix

Procurement Manager, Mackenzie Hix

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

SECTION 3-B: Offer Forms
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Available online at: Procure.AZ.gov



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Attachment 2-A Experience and Capacity Questionnaire

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Integrity of Company Structure - Disclosure

Provide a statement providing full disclosure of any public sector contracts terminated for convenience or cause in the past 5 years.

Offeror Response: Empire Southwest, LLC ("Empire") has had no public sector contracts terminated for convenience or cause in the past 5 years.

Question 2: Integrity of Company Structure - Disclosure

Provide a statement documenting all open or pending litigation initiated by the Offeror or where the Offeror is a dependent or party in litigation that may have a material impact on Offeror's ability to deliver the contracted services.

Offeror Response: There is no open or pending litigation initiated by Empire, or in which Empire is a dependent or party, that may have a material impact on Empire's ability to deliver the contracted services.

Question 3: Integrity of Company Structure - Disclosure

Explain any involvement in any lawsuit the Offeror has had in the last three (3) years. Specifically identify any lawsuits that are currently in litigation or pending litigation and/or any class action lawsuits. Offeror shall disclose any court, administrative judgements, and/or orders issued against the company within the last three (3) years prior to submission to this Proposal.

Offeror Response: Empire has not been involved in any lawsuit in the past three years that may have a material impact on its ability to deliver the contracted services.

Question 4: Integrity of Company Structure - Disclosure

Provide a statement whether or not there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.

Offeror Response: Empire has no pending or in-progress SEC investigations.

Question 5: Integrity of Company Structure - Disclosure



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Provide a statement whether or not, in the last ten (10) years, the Offeror or a principal has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

Offeror Response: Neither Empire nor any principal has filed any bankruptcy or insolvency proceeding, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors.

Question 6: Integrity of Company Structure

Provide your company's formal disaster recovery plan.

Offeror Response: Empire has internal disaster plans in place for each of its facilities; however, because of the varied nature of work performed at each facility, and the geographical differences of each facility, each plan is different. Empire trains all employees for emergency situations and performs safety training continuously throughout the year. Our IT data systems are backed up off site and, with our Empire Power Systems Division who specialize on Standby and Emergency power, inventory and expertise, we are capable providing any Empire facility or operation with full operational restoration within hours of a total failure.

Beyond our internal emergency recovery ability, Empire is usually the first call in Arizona by both governmental agencies and private companies involved with equipment needed in disaster relief and support because Empire specializes in the type of machinery needed. In disasters or emergencies situations such as forest fires, train derailments, water main breaks under roads and highways, sink holes and flash flood and rock slides that restrict or close roads and highways, Empire is the primary source for the following reasons:

- Depth of inventory with over 2,000 prime units in the rental fleet and an additional +/-600 in our new and used inventory.**
- Type of inventory, attachments and specialized products such as hydraulic hammers, shears, grapples, and excavator mounted thumbs to lift and move or remove concrete, boulders, asphalt, earth, or whatever may be in the way of getting to the area.**
- Depth of expertise in long term Empire employees that have experienced emergency situations before and have experience with recommending and arranging the right machines, always on standby 24/7/365. With 21 total facilities throughout the state of Arizona and Empire people on three different shifts every day, we are always in a consistent state of readiness.**

Heavy Haul Transport owned by Empire. Trucks loaded and driven by Empire employees. We don't need to coordinate with outside companies in order to find a way to deliver a machine in an emergency or disaster. We have both the experience, expertise and truck/trailer fleet to haul most anything that can fit down a highway or freeway along with the ability and experience to quickly deliver the unit close to a situation and if need be, the ability to disassemble and reassemble for air lift when necessary. We are also licensed to haul in all 48 contiguous states, and can utilize inventory from our fellow CAT dealers around the US and Canada, if needed.

Question 7: Integrity of Company Structure and Financial Reporting

Submit a notarized statement from a Certified Public Accountant demonstrating the company's financial stability for the two (2) most recently completed fiscal years. If the statements being provided by the Offeror are that of a parent or holding company, additional certification must be provided for the entity/organization directly responding to this solicitation.



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Offeror Response: See auditor's opinion in audited financial statements provided herewith. Empire is a private company that holds its financial information confidential in its regular and ordinary course of business. As such, Empire requests that the State of Arizona hold Empire's financial statements and financial information confidential. This request applies to all current, future and past financial information.

Question 8: Integrity of Company Structure and Financial Reporting

Submit a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services.

Offeror Response: Empire's CFO takes responsibility, on behalf of Empire, for the thoroughness and correctness of any/all financial information supplied with this proposal. Empire separates audit functions from corporate boards and board members, assures board integrity, and separates audit functions and consulting services.

Offeror Response:

Question 9: Integrity of Company Structure and Financial Reporting

Prove the last three (3) years of audited financial statements (including the income statement and balance sheets). Reminder, mark confidential if the information is not public.

Offeror Response: Provided herewith.

Offeror Response:

Question 10: Length of time delivering these type of services

State how long your company has been delivering the services and technologies proposed in this RFP. Provide specific clients and detailed examples. Include a description of major issues that have been encountered relative to these services and how you resolved them.

Offeror Response: Empire has provided machinery rental services since the early 1960s in Arizona. Technology services such as Product Link and Vison Link began to be offered by Empire in early 2008. As the technology advances, Empire we continues to increase its investment in resources dedicated to this type of "condition monitoring."

Question 11: Organizational Structure

Briefly detail any organizational or operational changes your firm had undertaken in the past three (3) years, including any acquisitions or mergers, any divestitures of significant operating components or other significant changes that have been completed or are contemplated.

Offeror Response: In mid-2016, Empire sold its Mexico dealership. Empire has made no other significant divestitures, acquisitions or mergers in the last three years and none are currently contemplated.

Question 12: Proposal

Describe factors or reasons we should consider Offeror more favorably than your competitors (e.g. additional value, added or ancillary services the firm provides).



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Offeror Response: Empire services its rental clients at 16 locations across Arizona and has approximately 246 employees dedicated solely to delivering and supporting its rental operations. Empire has 27 field service trucks also dedicated to rental operations. We believe that all of our rental competitors combined do not equal Empire in human resources, facilities, fleet, service or experience. Empire has over 2000 machines and 160 different models in our rental fleet, plus 1500 allied machines and attachments that enhance the productivity and efficiency of its prime machine. Historically, most award criteria in rental RFPs have been decided based on the lowest rental rate of the daily, weekly or monthly charge, plus delivery. But the rental rate element of the total job expense is only a small fraction of the total job cost. Human resource hours spent and material costs usually are far more significant factors in the total job cost. The vast majority of our rental competitors' machines are stripped of these expensive productivity and safety (machine protection guarding) options. Our competitors supply the basic specifications in order to lower their input cost and thus lower their rental rates. Empire orders its machines with configurations and options that will, in most cases, shave hours or days off the total job cost. So a machine from our competitors may rent for less than an Empire machine, but will typically add two or three extra work hours or days, waste expensive material, and end up far exceeding the 10-20% that may have been saved on the rental rate.

Another critical factor beyond Empire's productivity advantages is its service response time. Machines do breakdown in the field, all machine brands do. What separates the lowest cost per hour rental is the uptime the user has with the machine. A machine that is down for a few hours or several times during the possession period of the machine can extend the human resources time on the job. Empire tracks its "Client Wait Time" daily. This is not just the response time for the technician, it is the total time from the client's first call, to the minute the machine is back to work. Our average response time in Maricopa, Pinal and Pima Counties is 1:56 hours. Our statewide total is 2:44 hours. That increase in statewide response time is due to service truck travel time to reach the far corners of the state. Product Link features provide information on machine health issues and GPS locations. With that information at its disposal, Empire techs know, when they leave a store to respond to a machine repair need, to bring all necessary parts with them on the first trip. This eliminates the need to go back to a store after the initial troubleshooting to get parts, then return and repair the machine. This process absolutely allows Empire to be the most cost effective source for earthmoving rental machines in the Arizona market.

Question 13: Public Sector Experience

Do you currently have contracts with any of the State of Arizona agencies or any other States? If so, please provide the agency name, contract number, and a brief description of the contract's scope of services.

Offeror Response: Empire has a multiyear, annual renewable contract with the State of Arizona, ADOT15-00005016, for machine purchases, parts and services. Empire does not have any contracts with any other states.



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EXPERIENCE REFERENCES:

The State intends to conduct reference checks for account referenced provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references.

Offerors shall provide at least three (3) client references for assignments that replicate or mirror the requirements of this RFP. At least one (1) of the projects referenced must be Arizona government related. **All assignments shall be for assignments received and completed within the last five (5) years.**

| 1 | Client Company/Address | Contact | Begin Date | End Date |
|---|------------------------|-----------------|------------|----------|
| | ADOT | Gary Lowe | 1956 | Present |
| | Phone Number | Email Address | | |
| | 602-712-7284 | glowe@azdot.gov | | |
| Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) | | | | |
| Please see attached reference sheet exhibit A | | | | |
| List job positions provided and technologies utilized to supplement services. | | | | |
| Please see attached reference sheet exhibit A | | | | |

| 2 | Client Company/Address | Contact | Begin Date | End Date |
|---|------------------------|--------------------------|------------|----------|
| | Maricopa County | Gidget Vigil | 1956 | Present |
| | Phone Number | Email Address | | |
| | 602-506-4674 | gidget@mail.maricopa.gov | | |
| Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) | | | | |
| Please see attached reference sheet exhibit A | | | | |
| List job positions provided and technologies utilized to supplement services. | | | | |
| Please see attached reference sheet exhibit A | | | | |



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| | | | | |
|--|-------------------------------|-------------------------|-------------------|-----------------|
| 3 | Client Company/Address | Contact | Begin Date | End Date |
| | City of Tucson | Martin Bey | 1960 | Present |
| | Phone Number | Email Address | | |
| | 520-419-4394 | Martin.bey@tucsonaz.gov | | |
| Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) Please see attached reference sheet exhibit A | | | | |
| List job positions provided and technologies utilized to supplement services. Please see attached reference sheet exhibit A | | | | |

| | | | | |
|--|-------------------------------|-----------------------------|-------------------|-----------------|
| 4 | Client Company/Address | Contact | Begin Date | End Date |
| | City of Phoenix | Bonnie Shockley | 1960 | Present |
| | Phone Number | Email Address | | |
| | 602-534-2129 | Bonnie.shockley@phoenix.gov | | |
| Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones) Please see attached reference sheet exhibit A | | | | |
| List job positions provided and technologies utilized to supplement services. Please see attached reference sheet exhibit A | | | | |

ATTACHMENT 2-A SUPPLEMENTS:

(Insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|----|---------------------------------|---------------|--------------|---------------------------------|
| 1. | Experience References exhibit A | 7/10/18 | 4 | Page 18 & 19 of 45, section 3-B |
| 2. | | | | |
| 3. | | | | |

End of Attachment 2-A



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Attachment 2-B
Organization Profile

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

ORGANIZATION PROFILE

| Firm Name | Empire Southwest, LLC | | Year established | 1950 |
|---|---|-------------------------------|---------------------------|----------------------------|
| Principal address (street, city, state) | 1725 S Country Club Dr. Mesa, AZ. 85210 | | | |
| Entity type: | Construction Machine Supplier | Structure: | Limited Liability Company | |
| Branch or Division: | Mesa Branch | Parent: | Empire Southwest, LLC | |
| Years of experience providing goods similar in type and quantity as required by this Solicitation. | | | | 68 |
| Years of experience performing services similar in size and scope as required by this Solicitation. | | | | 54 |
| Years the organization has conducted business in Arizona. | | | | 68 |
| Contract Representatives to Contact | | | | |
| | Name | Title | Telephone Number | E-Mail Address |
| 4. | Dale Curtis | General Sales Manager | 602-622-4178 | Dale.Curtis@empire-cat.com |
| 5. | Doug Calvet | Account Manager | 602-622-4917 | Doug.Calvet@empire-cat.com |
| 6. | Mark McGee | Governmental Industry Manager | 520-240-8292 | Mark.McGee@empire-cat.com |
| Licenses/Certifications | | | | |
| | Description | Issuer | Number | Expiration |
| 7. | Mesa City Business License | Arizona Department of Revenue | 07556587 | 12/31/18 |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |



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| Financial Information (attach financial statements with income/balance sheets as Supplements) | | | | |
|---|---|-------------------------------|--------------|----------------------|
| | Rating/Issuer | Score/Rank | Date | |
| 14 | National Association of Insurance Commissions | NAICZ | Current | |
| 15 | | | | |
| 16 | | | | |
| Capacity | | | | |
| | Location | Work Performed | Number Staff | Capacity |
| 17 | Mesa Branch | Parts, service, sales, rental | 400+ | All offered services |
| 18 | Apache Junction Branch | Parts, service, sales, rental | 150+ | All offered services |
| 19 | Tucson Branch | Parts, service, sales, rental | 90+ | All offered services |
| 20 | Prescott Branch | Parts, service, sales, rental | 40+ | All offered services |
| 21 | Flagstaff Branch | Parts, service, sales, rental | 25+ | All offered services |

ATTACHMENT 2-B SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|-----|---|---------------|--------------|----------------------------|
| 22. | Transaction Privilege Tax License exhibit B | 7/10/18 | 2 | Mesa City Business License |
| 23. | Store Head Count exhibit C | 7/10/18 | 1 | Employee Count by Branch |

End of Attachment 2-B



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Attachment 3-A Method Proposal (Method of Approach)

The Offeror shall provide a narrative response that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation.

ATTACHMENT 3-A SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|-----|-----------------------------------|---------------|--------------|--------------------|
| 24. | Method Proposal exhibit D | 7/10/18 | 3 | Method of Approach |
| 25. | Enter or delete row if not needed | | | |
| 26. | Enter or delete row if not needed | | | |
| 27. | Enter or delete row if not needed | | | |
| 28. | Enter or delete row if not needed | | | |
| 29. | Enter or delete row if not needed | | | |
| 30. | Enter or delete row if not needed | | | |

End of Attachment 3-A



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Attachment 3-B
Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.** Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form.

| | | | | |
|----------|---|--|---|-----------------|
| 1 | Name: | JT Christensen | How long with company? | 21 years |
| | Current position in company: | Rental Manager | How long in position? | 6 Months |
| | Position for the Services: | All operations | How much of time will be dedicated to the Services? | 5% |
| | What primary functions will be assigned? | All rental operations | | |
| | Describe person's experience in performing services like those that are to be assigned: | <p>JT started at Empire over 20 years ago as an apprentice technician coming to us from the Automotive Dealer and Machining Industry's. Over the last 20 years JT has worked his way up through Rental Service Operations and has managed the Empire Rental's Service Department around the state for the last 10 years. He is highly experienced in machine application, Product Link features, Machine health issues, Rental rates and billing methods, Machine assembly management, and machine application limitations. JT personally developed Empire world class service response time, Equipment Management processes and lowered Empire Rentals RIF Safety score by 50%.</p> | | |
| | List person's job-related training and education: | <p>Empire apprentice program 1 Year Rental Shop Technician 3 Years Rental Field service Technician 1 Year Rental Leadperson supervisor 3 Years Rental/Sales Equipment Manager 3 Years Rental General Service Manager 10 Years Rental Department Manager 6 Months Wyoming Technical Institute AGTS Supervisor's Academy 25 + Instructor Lead CAT Product Specific Equipment Training Leadership Development Workshops 1-4 3 Soft Skill Classes Business Tools for Service Managers</p> | | |
| | Resume: | filename | | |



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| | | | | |
|----------|---|--|---|----------|
| 2 | Name: | Jeremy Daugherty | How long with company? | 14 years |
| | Current position in company: | Rental Operations Manager | How long in position? | 5 years |
| | Position for the Services: | All operations | How much of time will be dedicated to the Services? | 5% |
| | What primary functions will be assigned? | Jeremy will be assigned the task of implementing new contract agreement across Empire Rental and will support Tyler and Nicole in Contract Creation and timely invoicing. | | |
| | Describe person's experience in performing services like those that are to be assigned: | <p>Jeremy began his career at Empire in as a Rental Service Manager in the Tucson branch store. During his two years as Rental Service Manager he implemented several new service processes to cut turn times and costs. He also acquired in depth knowledge of our product offering and all rental service related processes, like Work Order Systems and Parts Ordering Systems. Following his two years as Service Manager he continued with the rental department as Rental Account Manager in Field Sales. During his 6 years in the field he built strong relationships with current clients and help build new relationships with clients that didn't typically use Empire for Rental. Along with the client interactions Jeremy also was trained in Application and job costing to help Clients pick the best equipment for their jobsites. Jeremy then decided to return to the rental desk to work as a Rental Coordinator for the next two years while trying to return to Rental Management when the opportunity presented itself. During that two years he learned how to navigate several different areas in depth. He honed his skills on contract creation, transportation scheduling, and rental invoicing while continuing to keep and grow his current client relationships. Finally in 2013 Jeremy was promoted to Rental Operations Manager where he managed the Rental Coordinators for the entire state and started taking care of the rental fleet roll in and out process as well as Rental Transport Division. Jeremy currently has two Regional Operations Managers working with him to take care of the Rental Coordinators.</p> | | |



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| | |
|---|---|
| List person's job-related training and education: | Bachelor's Degree in Business Management. 2 years Rental Service Experience 6 years Rental Sales Experience 2 years Rental Coordinator Experience 5 years Rental Operations Experience Fleet Production Study Classes CAT MAPS Classes (Job costing and application classes) AGTS Management Program Six Sigma Green Belt Certified |
| Resume: | filename |

| | | | | |
|----------|---|---|---|-----------------|
| 3 | Name: | John Hamilton | How long with company? | 25 years |
| | Current position in company: | Sales Equipment Management Manager | How long in position? | 2 years |
| | Position for the Services: | All operations | How much of time will be dedicated to the Services? | 5 % |
| | What primary functions will be assigned? | All rental operations | | |
| | Describe person's experience in performing services like those that are to be assigned: | <p>John started with Empire almost 25 years, in his advancement he has held following positions. Field service tech, Service Manager for Mesa Customer shop, Weld Shop, Undercarriage Shop, New & Used Shop, Utility Shop, General Construction Shop & Field Service operations. Transferred Equipment Manager in 2007 to current position as Equipment Management Manager in 2015 to current. Managing 5 equipment managers and 1 condition monitoring analyst, to oversee over 1800 machines plus attachments. Maintain the highest equipment availability by providing the best repair options for Empire assets, while maintaining machine condition and value. Provide feedback to Caterpillar when repetitive issues are found and providing solutions when possible. Assist clients in proper operations & maintenance of their machines and or Empire Rental / Lease machines. Review damage repair quote with client if there are questions or disputes.</p> | | |



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| | |
|---|----------|
| List person's job-related training and education: | x |
| Resume: | filename |



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| | | | | |
|----------|---|---|---|-----------------|
| 4 | Name: | Jeremy Wilson | How long with company? | 12 years |
| | Current position in company: | Rental General Service Manager | Current position in company: | 5 months |
| | Position for the Services: | All operations | How much of time will be dedicated to the Services? | 5% |
| | What primary functions will be assigned? | Jeremy currently manages the Rental Service operations statewide with a role up of 143 reports, including 11 service shops, Rental Field Service and centralized Billing Team | | |
| | Describe person's experience in performing services like those that are to be assigned: | <p>Combined Jeremy has over 18 years' experience related to the Heavy Equipment industry in shop, construction and mine sites environments. He started his Empire career as a Technician repairing machines and components in various departments including New and Used Service department, Truck Rebuild Project and the Spec Shop. His main duties were performing minor/major repairs, warranty items and installing various types of attachments on all CAT equipment. For over 3 years Jeremy was involved in The Truck Rebuild Project performing certified and power train rebuilds, various repairs on 793B, C and D CAT trucks. Also performing other repairs on various CAT Support equipment, 994 loaders and D&A of 3516 Cat Engines. For over 5 years Jeremy held the position of an Empire Lead Man in both Service and Rental. His main responsibilities were exercising leadership, mentoring, training and directing personnel to perform related support activities. Appraise assigned employees performance, Assist in handling customer's calls, Solve work flow and procedural problems and provide failure analysis and tech support as needed. For Over a year Jeremy also held the role of Service Manager for the AJ Rental Store where he developed and maintain relationship between client and AJ Rental operations. Plan, direct, organize, coordinate and control assigned work centers to achieve fiscal and future business objectives. Maintain and control budget, workforce, equipment and supplies to insure adequate standards of quantity and quality workmanship.</p> | | |



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| | |
|---|--|
| List person's job-related training and education: | Universal Technical Institute- Associates <i>Degree in Truck and Industrial Technology</i> AGTS Supervisor's Academy CAT Product Specific Equipment Training Leadership Development Workshops 1-4 Business Tools for Service Managers 7 years Empire Service Experience 5 years Empire Rental Experience 6 years construction job related experience. |
| Resume: | filename |

| | | | | |
|---|---|---|---|----------------|
| 5 | Name: | Tyler McGee | How long with company? | 2 years |
| Current position in company: | | Rental Coordinator III | Current position in company: | 2 years |
| Position for the Services: | | Tyler handles most of the State of Arizona Rental Contract Creation and Management | How much of time will be dedicated to the Services? | 5% |
| What primary functions will be assigned? | All rental operations | | | |
| Describe person's experience in performing services like those that are to be assigned: | Tyler has been a Rental Coordinator for the last two years and has primarily been focused on larger corporate type clients with more detailed and intricate rental requirements. He was selected to this type of clients due to his attention to detail and through follow up. Tyler currently takes care of most of the current State bid clients to ensure they are contracted correctly. | | | |



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| | |
|---|--|
| List person's job-related training and education: | <p>Excel training CAT Product Specific Equipment Trainings (Backhoes, Excavators, technology, and Dozers.) 2 years prior Sales Experience from Discount Tire</p> |
| Resume: | filename |

| | | | | |
|----------|---|--|---|---------|
| 6 | Name: | Nicole Wood | How long with company? | 5 years |
| | Current position in company: | Rental Coordinator I | Current position in company: | 2 years |
| | Position for the Services: | Nicole Wood will track revenue from other municipal or county agencies that utilize this state contract should Empire be awarded in order to pay the correct remittance fee | How much of time will be dedicated to the Services? | 5% |
| | What primary functions will be assigned? | All rental operations | | |
| | Describe person's experience in performing services like those that are to be assigned: | Nicole originally started with Empire in 2014 in our marketing department. In her time there she was in charge of client and training events. She worked closely with the Rental and Sales department and transitioned in 2017 in a newly created role of Billing Specialist for the Rental Group. Her sole focus for the rental group is accurate Invoicing and Insurance certificate maintenance | | |



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| | |
|---|--|
| List person's job-related training and education: | Bachelor's degree in Communications. Excel Training Currently Nicole carries an invoicing accuracy rate of over 95%. |
| Resume: | filename |

| | | | | |
|----------|---|-------------------------------------|------------------------------|---|
| 7 | Name: | <input checked="" type="checkbox"/> | How long with company? | <input checked="" type="checkbox"/> years |
| | Current position in company: | <input checked="" type="checkbox"/> | Current position in company: | <input checked="" type="checkbox"/> |
| | Position for the Services: | <input checked="" type="checkbox"/> | Position for the Services: | <input checked="" type="checkbox"/> |
| | What primary functions will be assigned? | <input checked="" type="checkbox"/> | | |
| | Describe person's experience in performing services like those that are to be assigned: | <input checked="" type="checkbox"/> | | |



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List person's job-related
training and education:

x

Resume:

[filename](#)

End of Attachment 3-B



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Attachment 3-C
Proposed Subcontractors

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

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

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

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

YES, the Offeror will use the Subcontractors listed below:

| | Name and contact information | Small Business | Work to be performed | % |
|-----|------------------------------|----------------|----------------------|---|
| 31. | NONE | select | | |
| 32. | Name | select | | |
| 33. | Name | select | | |
| 34. | Name | select | | |
| 35. | Name | select | | |
| 36. | Name | select | | |
| 37. | Name | select | | |
| 38. | Name | select | | |
| 39. | Name | select | | |
| 40. | Name | select | | |

ATTACHMENT 3-C SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|-----|-------|---------------|--------------|------------------|
| 41. | NONE | x | x | x |
| 42. | NONE | x | x | x |
| 43. | NONE | x | x | x |
| 44. | NONE | x | x | x |



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| | Title | Document Date | No. of pages | Purpose in Offer |
|-----|-------|---------------|--------------|------------------|
| 45. | NONE | x | x | x |
| 46. | NONE | x | x | x |
| 47. | NONE | x | x | x |
| 48. | NONE | x | x | x |
| 49. | NONE | x | x | x |
| 50. | NONE | x | x | x |

End of Attachment 3-C



Request for Proposal

Solicitation No.
ADSP018-00008178

Description:
Heavy Equipment Rental Non-Operated

Arizona Department of Administration
State Procurement Office
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Phoenix, AZ 85007

Attachment 3-D Performance Guarantee

None

ATTACHMENT 3-D SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|-----|-------|---------------|--------------|------------------|
| 51. | NONE | x | x | x |

End of Attachment 3-D



Request for Proposal
 Solicitation No.
ADSP018-00008178
 Description:
 Heavy Equipment Rental Non-Operated

Arizona Department of Administration
State Procurement Office
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Attachment 3-E
Boycott of Israel Disclosure

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

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

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

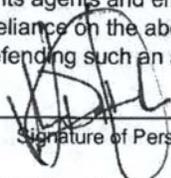
My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

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

 Empire Southwest, LLC

 1725 S Country Club Dr

 Mesa AZ 85210



 Signature of Person Authorized to Sign

 John Helms

 Vice President / CFO

End of Attachment 3-E



Request for Proposal

Solicitation No.
ADSP018-00008178

Description:
Heavy Equipment Rental Non-Operated

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 402
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Attachment 3-F Title

None

ATTACHMENT 3-F SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|-----|-------|---------------|--------------|------------------|
| 52. | NONE | x | x | x |

End of Attachment 3-F



Request for Proposal

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Arizona Department of Administration
State Procurement Office
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Phoenix, AZ 85007

Attachment 4 Pricing Sheet

Please refer to the Price Sheet, Exhibit 1 Price Sheet, to fill out your pricing structure and commodities you are offering to supply the State.

ATTACHMENT 4 SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|-----|--|---------------|--------------|------------------|
| 53. | SPO ADSP018-00008178 Exhibit 1 Price Sheet | 7/10/18 | 14 | Price Sheets |

End of Attachment 4



Request for Proposal
 Solicitation No.
ADSP018-00008178
 Description:
 Heavy Equipment Rental Non-Operated

Arizona Department of Administration
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Attachment 5-A
Confidential Information Designation

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

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

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

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

| | |
|----------------------------------|---|
| <input checked="" type="radio"/> | This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317. |
| <input type="radio"/> | This response DOES contain trade secret information because it contains information that: <ol style="list-style-type: none"> 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy. |

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

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

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

Empire Southwest, LLC

| | | |
|-------------------------------|-------|-----|
| Offeror Company Name | | |
| 1725 S Country Club Dr | | |
| Address | | |
| Mesa AZ 85210 | | |
| City | State | Zip |

| |
|--------------------------------|
| |
| Signature of Authorized Person |
| John Helms |
| Printed Name |
| Vice President / CFO |
| Title |



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ATTACHMENT 5-A SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|----|-------|---------------|--------------|------------------|
| 1. | NONE | x | x | x |

End of Attachment 5-A



Request for Proposal

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State Procurement Office

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Copy of A.A.C. R2-7-103 [Confidential Information] as was current at time of Solicitation issuance

PROVIDED FOR REFERENCE ONLY

- A. *If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.*
- B. *Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.*
- C. *Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:*
- 1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;*
 - 2. The designated information is not confidential; or*
 - 3. Additional information is required before a final confidentiality determination can be made.*
- D. *If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.*
- E. *An agency chief procurement officer may release information designated as confidential under subsection (A) if:*
- 1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or*
 - 2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.*



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Attachment 5-B
Conformance Statements

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

READ PARAGRAPH 6.8 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION.

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

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

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

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

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

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

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

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

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



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ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---------------------------------------|-------------------------------------|
| Section 1-A: Solicitation Details | | |
| <input checked="" type="checkbox"/> | NONE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | x | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | x | <input checked="" type="checkbox"/> |
| Section 1-B: Instructions to Offerors | | |
| <input checked="" type="checkbox"/> | NONE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | x | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | x | <input checked="" type="checkbox"/> |

Empire Southwest, LLC

Company Name

Signature of Person Authorized to Sign



Request for Proposal
 Solicitation No.
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 Description:
 Heavy Equipment Rental Non-Operated

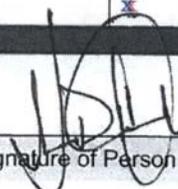
Arizona Department of Administration
State Procurement Office
 100 N 15th Ave., Suite 402
 Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 2:
Exceptions to Technical and Commercial

| Article / Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---------------------------------------|-------------------------------------|
| Section 2-A: Scope of Work (Technical Document) | | |
| <input checked="" type="checkbox"/> | NONE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| Section 2-B: Commercial Document | | |
| <input checked="" type="checkbox"/> | NONE | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |

Empire Southwest, LLC

Company Name


 Signature of Person Authorized to Sign



Request for Proposal
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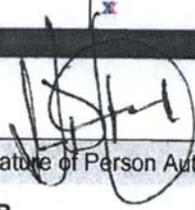
ATTACHMENT 5-B Supplement No. 3:
Exceptions to Contract Terms & Conditions

| Article/ Paragraph or Exhibit Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---------------------------------------|-------------------------------|
| Section 3-A: Special Terms & Conditions | | |
| X | NONE | X |
| X | X | X |

| Article/ Paragraph or Appendix Reference | Proposed Changes / Alternate Language | Rationale for Proposed Change |
|--|---------------------------------------|-------------------------------|
| Section 3-B: Uniform Terms & Conditions | | |
| X | NONE | X |
| X | X | X |
| X | X | X |

Empire Southwest, LLC

Company Name


 Signature of Person Authorized to Sign

End of Attachment 5-B



Request for Proposal

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Attachment 5-C Insurance and Bonding Evidence

Please submit insurance documentation OR a document of equal value to prove that you WILL be fully insured before a contract with the State is initiated.

Offeror Response:

See attached

ATTACHMENT 5-C SUPPLEMENTS:

(Offeror to insert as required and list here or type "None" on first line)

| | Title | Document Date | No. of pages | Purpose in Offer |
|-----|---|---------------|--------------|---|
| 54. | <u>Certificate of Liability Insurance</u> | <u>7/9/18</u> | <u>10</u> | <u>Certificate of Liability Insurance</u> |
| 55. | <u>Enter or delete row if not needed</u> | | | |
| 56. | <u>Enter or delete row if not needed</u> | | | |
| 57. | <u>Enter or delete row if not needed</u> | | | |
| 58. | <u>Enter or delete row if not needed</u> | | | |
| 59. | <u>Enter or delete row if not needed</u> | | | |
| 60. | <u>Enter or delete row if not needed</u> | | | |

End of Attachment 5-C



Request for Proposal
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 Heavy Equipment Rental Non-Operated

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**Attachment 5-D
 Offer Checklist**

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

| | DOCUMENT | SUBMITTED |
|-----|---|---|
| 61. | Attachment 1: Offer and Acceptance Form | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 62. | Attachment 2-A: Experience and Capacity Questionnaire | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 63. | Attachment 2-B: Organization Profile | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 64. | Attachment 3-A: Method Proposal | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 65. | Attachment 3-B: Key Personnel Proposal | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 66. | Attachment 3-C: Proposed Subcontractors | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 67. | Attachment 3-D: Performance Guarantee | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 68. | Attachment 3-E: Israel Boycott Disclosure | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 69. | Attachment 4: Pricing Sheet | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 70. | Attachment 5-A: Confidential Information Designation | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 71. | Attachment 5-B: Conformance Statements | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 72. | Attachment 5-C: Insurance and Bonding Evidence | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |
| 73. | Attachment 5-C: Offer Checklist | <input checked="" type="checkbox"/> YES <input type="checkbox"/> no |

End of Attachment 5-D

End of Section 3-B

End of Part 3