

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DEERE & COMPANY, d/b/a JOHN DEERE COMPANY**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of April 18, 2013, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town") and Deere & Company, a North Carolina corporation, d/b/a John Deere Company (the "Vendor").

RECITALS

A. After a competitive procurement process, the State of Arizona ("State") entered into Contract No. ADSPO13-035803 dated November 8, 2012 (the "State Contract") for the Vendor to provide landscape and utility vehicles, trailers and equipment. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The Town is permitted, pursuant to Section 3-3-13 of the Town Code, to make purchases under the State Contract, at its discretion and with the agreement of the awarded Vendor, and the State Contract permits its cooperative use by other public entities including the Town.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship between the Town and the Vendor, (ii) establishing the terms and conditions by which the Vendor may provide the Town with a John Deere utility tractor and related equipment, as more particularly set forth in Section 2 below (the "Equipment") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Equipment.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until November 13, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the State Contract.

2. Purchase of Equipment. Vendor shall provide to the Town the Equipment under the terms and conditions of the State Contract and in the configuration as set forth in the Proposal, attached hereto as Exhibit B and incorporated herein by reference.

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

4. Compensation. The Town shall pay Vendor an aggregate amount not to exceed \$60,919.64 for the Equipment at the unit rates as set forth in the State Contract and as more particularly set forth in the Proposal, attached hereto as Exhibit B.

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

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

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

8. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this section the term “scrutinized business operations” shall have the meaning set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the Town determines that the Vendor submitted a false certification, the Town may impose remedies as provided by law including terminating this Agreement.

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

10. Applicable Law; Venue. Vendor shall abide by and conform to any and all laws of the United States, the State of Arizona and the Town of Fountain Hills, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, OSHA and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

11. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Vendor fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Vendor shall be relieved of any subsequent obligation under this Agreement.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, invoices and the State Contract, 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 or relieve Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

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

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

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation

Kenneth W. Buchanan
Kenneth W. Buchanan, Town Manager

ATTEST:

Bevelyn J. Bender
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on April 22, 2013, by Kenneth W. Buchanan, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, on behalf of the Town of Fountain Hills.



Catherine E. Whynot
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DEERE & COMPANY,
d/b/a JOHN DEERE COMPANY

[State Contract]

See following pages.



Request for Proposal

Solicitation No.: ADSP013-00002042

PAGE
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Description: **Landscape & Utility Vehicles, Trailers & Equipment**

OF
45

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

Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, Competitive Sealed Proposals for the materials or services specified will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly available. **Proposals must be in the actual possession of the State (via ProcureAZ) on, or prior to, the time and date indicated in the Notice.**

LATE OFFERS WILL NOT BE CONSIDERED.

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

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION



Offer and Acceptance

Solicitation No. **ADSP013-00002042**

Description: **Landscape & Utility Vehicles, Trailers & Equipment**

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

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

0129017-76-001

Federal Employer Identification No.:

36-2382580

Phone: 800-358-5010

Fax: 309-749-2313

Deere & Company

Company Name

2000 John Deere Run

Address

Cory

City

NC

State

27513

Zip

Andrew Hill

Signature of Person Authorized to Sign Offer

Andrew Hill

Printed Name

Contract Administrator

Title

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No. ADSP013-035803

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

State of Arizona
Awarded this

8th

day of

November

20 12

[Signature]
Procurement Officer



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**State of Arizona
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100 N. 15th Ave, Suite 201
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END OF SOLICITATION



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Description: **Landscape & Utility Vehicles, Trailers & Equipment**

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

1 PURPOSE

The State of Arizona, its agencies, boards and commissions (State) as well as participating members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for the various products described herein. The contract(s) shall be available for use by all State Agencies, Boards, Commissions as well as State Purchasing Cooperative Members, collectively hereinafter referred to as Eligible Agencies. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (A.R.S.) §41-2501 et seq., to create a comprehensive statewide term contract(s) to acquire these products. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632. Therefore, the State is seeking to contract with a qualified vendor or vendors who can provide such items as, utility vehicles, tractors, trailers, all-terrain vehicles, golf carts, grounds maintenance vehicles, lawn and garden equipment, in addition to other related products, parts and accessories.

2 BACKGROUND

The State intends to implement contracts for the purchasing of equipment from the landscape, lawn and garden, and utility equipment industries to replace the existing State contract set, SSC070014. The estimated annual spend under the proposed contract is \$2.5 to \$3 million annually based on historical usage data and anticipated volumes. The State makes no guarantee as to actual spend under any resultant contract. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

3 GENERAL REQUIREMENTS

- 3.1 The contractor shall provide a comprehensive selection of products at anticipated volumes available through manufacturer's current published price lists. Products offered shall be the newest product model available from the manufacturer. No prototype, demo products, rebuilt or reconditioned products shall be accepted. Equipment shall conform, as applicable, to Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), Federal Motor Vehicle Safety Standards (FMVSS), Industrial Commission of Arizona (ICA), and Arizona Motor Vehicle Division (MVD) regulations, as well as, all other industry standards, including the National Electric Code and the National Fire Protection Association, in effect at the time of delivery.
- 3.2 Contractors shall have the ability to create and process numerous individual accounts for order placement, billing and reporting purposes and have inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.
- 3.3 The contractor shall have qualified and trained personnel capable of assisting all Eligible Agencies with all contract activities. Contract activities shall include such things as; customer dispute resolution services (at transaction level), multiple account set up and management, expediting services (order follow up), customer assistance, etc.
- 3.4 The contractor shall assign a representative(s) to the State to act as a liaison between the Eligible Agencies and the contractor. The representative(s) may be assigned by geographic region. At a minimum, one primary representative and one back-up shall be assigned to act as main points of contact for the Using Entities.
- 3.5 The contractor shall provide general help and ordering assistance including toll-free phone and web-based support.
- 3.6 The contractor shall be responsible for ensuring the most current manufacturer's published price lists are available to Eligible Agencies and shall keep updated any on-line catalogs as well as the documentation posted through the State's e-Procurement system (ProcureAZ).
- 3.7 The contractor shall have a return process in place to accommodate for any defective or damaged product. Any item that is received in error or in a defective or damaged condition shall be replaced or returned within thirty (30) days at no cost to the Eligible Agency.
- 3.8 The contractor shall have local Arizona authorized service and repair facilities capable of servicing or repairing any equipment sold to the State of Arizona. If there are no local authorized service or repair facilities, contractor must provide a list of available facilities along with the process for servicing and/or repairing any equipment sold to the State.



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4 PRODUCT CATEGORIES

Equipment offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related types of powered equipment (i.e. gasoline, E85, bio-diesel, diesel, alternative fuels, battery and electric), parts and accessories:

- 4.1 Lawn and garden equipment: Such as, but not limited to; edger's, shrub trimmers, chain saws, stump grinders, wood splitters, weed eaters, leaf blowers, etc.
- 4.2 Mowers: Such as, but not limited to; walk-behind, reel, rotary, flail, zero turn, ride on, commercial front and wide-area mowers, commercial boom or side-arm mowers, three point hitch type, pull behind, trim (edge), etc.
- 4.3 Athletic Field and Turf Equipment: Such as, but not limited to; aerators, ball field and bunker rakes, scrapers, strippers, rollers, edger's, etc.
- 4.4 Sprayers: Such as, but not limited to; backpack sprayers, spot sprayers, electric or gas-powered towable or mounted sprayers (encompassing cart, trailer, truck or vehicle mounted), self-standing mix tanks, etc., including all applicable parts, attachments and accessories. Stock and custom rigs are included.
- 4.5 Brush or wood chippers: Such as, but not limited to; hydraulic fed, PTO driven, skid mount or upright chippers, gas-powered capable of processing up to 3" diameter material, diesel-powered capable of chipping material up to 18" x 24", including all attachments and accessories.
- 4.6 Tractors: Such as, but not limited to; compact utility, utility, tow tractors and agriculture tractors, etc., including all applicable implements and attachments.
- 4.7 Compact Excavators: (Max operational weight of 15,000 lbs.) Such as, but not limited to; skid steers, loader backhoes, tractor loaders, mini hydraulic excavators, etc., including all applicable implements and attachments.
- 4.8 Utility Trailers: (Max GVWR 25,900 lbs and electric brakes only.) Full line and sizes of Fifth wheel, Ball Hitch, Lunette Eye Pintle Hook, enclosed, open, tilt, tandem axle, single axle, carry-on dump trailers, off-road vehicle trailers. Semi-trailers are not included.
- 4.9 Utility Vehicles: Such as, but not limited to; GEMs & like vehicles, golf carts, burden carriers, personnel carriers, etc., including all attachments and accessories.
- 4.10 All-terrain Vehicles (ATV): Such as, but not limited to; three, four, or six- wheelers, quads, work/utility ATVs, terrain golf carts, etc., including all attachments and accessories. Sand Rail and Dune Buggy ATVs are not included.

5 TRAINING

The contractor shall provide, at no additional cost, on-site in-service training (if required) to the personnel of the Eligible Agency to ensure proper use of equipment.

In lieu of face-to-face training, the Eligible Agency may request the contractor provide copies of any existing DVDs and/or access to web content, which cover the inspection, service, and operation of purchased equipment.

5.1 Training Requirements

- Equipment ranging in cost from \$0 to \$4999.99 per unit, training shall be offered but is not required.
- Equipment ranging from \$5000.00 to \$15,000.00 per unit, up to four (4) hours of training is required.
- Equipment costing \$15,000.01 or more per unit, no less than four (4) hours and no more than eight (8) hours of training are required.
- Training shall be conducted by qualified representative(s) that have a high level of knowledge and experience relating to the type of equipment offered or purchased and experience in performing such training. Trainers conducting the mechanics portion shall be certified mechanics and have at minimum, one (1) year of experience in performing preventative maintenance and repair of such equipment.

5.2 Scheduling Training

Operator shall be responsible for scheduling training. When an Eligible Agency places an order, they shall designate their training contact. No other person shall be contacted to schedule training.



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Description: **Landscape & Utility Vehicles, Trailers & Equipment**

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5.3 Operator and Mechanic Training

5.3.1 Operator training shall focus on the operation of equipment, daily inspections, as well as, minor adjustments and shall be conducted at the location where the equipment is received. Mechanic training shall focus on the operations, routine/preventive maintenance and repair troubleshooting of equipment and shall be conducted at the organization's location that will be responsible for maintaining the equipment purchased. The contractor shall be notified of these locations at time that training is scheduled.

5.3.2 This training shall contain the following information:

TECHNICAL MANUALS
VEHICLE FAMILIARIZATION
ENGINE
TRANSMISSION
BRAKES AND AIR SUPPLY SYSTEM
BODY AND COMPONENTS
HYDRAULIC SYSTEMS
COMPLETE ELECTRICAL COMPONENTS
CALIBRATION SYSTEMS (if applicable)

5.3.3 Training objectives

5.3.3.1 Operator Training. At completion of training session the attending equipment operators shall be able to:

- Describe the operating capabilities and any special features present on the equipment.
- Identify all control devices to the equipment model.
- Describe the proper/safe techniques to use for transporting the equipment including loading and tie-down.
- Use the Operator's Manual to identify:
 - Special safety considerations including cautions and warnings applicable to the operation of the equipment.
 - Manufacturer's recommended preventive maintenance service intervals and procedures including pre- and post-operational inspection and service requirements.
- Demonstrate on the equipment:
 - The ability to identify inspection and service points.
 - Proper/safe start-up and shutdown procedures.
 - Proper/safe use of all controls.

5.3.3.2 Mechanic Training. At the completion of these training sessions, the attending technicians will be able to:

- Describe the primary equipment systems design features, function & capabilities.
- Identify the primary equipment systems component location and function.
- Use manufacturer's reference literature and materials to identify:
 - Manufacturer's Preventive Maintenance service intervals & procedures
 - Recommended system diagnostic procedures & repair processes
 - Representative component part numbers & nomenclature.
- Demonstrate on the equipment, the use of specified diagnostic procedures and appropriate tools/devices to diagnose the most likely primary equipment system failures & describe the procedures that would be required to repair these failures.

5.3.3.3 Contractor shall provide documentation signed by the user trained that all necessary elements were covered in training.



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6 MANUALS

6.1 As applicable, the contractor shall provide, at no additional cost, the following manuals when equipment is purchased:

6.1.1 Two (2) Operator's Manuals, per unit ordered

6.1.2 One (1) Parts Manual, per order

6.1.3 One (1) Service & Repair Manual, per order

6.1.4 One (1) Overhaul Manual, per order

6.1.5 One (1) Cross reference guide from manufactures (part numbers to their suppliers part numbers), per order

The contractor shall supply all applicable manuals and reference guides that fall in line within the industry standard.

6.2 Include wiring diagrams, Hydraulic / Pneumatic Schematics if applicable (for basic machine and engine).

6.3 The manuals and schematics supplied shall provide complete and comprehensive information on all equipment components and accessories, as supplied to comply with this Scope of Work. On equipment assembled from manufactured components, the parts manuals shall show the manufacturer of each part and all cross-referencing between the contractor and the manufacturers.

6.4 The Hydraulic/Pneumatic Schematics and Manuals shall be delivered to location designated by the Purchasing Entity.



Special Terms and Conditions

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1 DEFINITIONS

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

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

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

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

"Buyer" means procurement officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Special Terms and Conditions

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

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

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

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

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

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

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

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

“Purchase Order” means contract.

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

“Purchaser” means procurement officer.

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

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

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

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

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

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

“Short Description” means the contract’ title.

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

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

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

“Vendor” means contractor.



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2 CONTRACT

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

Ryan J. Litner, Procurement Specialist
State of Arizona, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007
Email: ryan.litner@azdoa.gov
Phone: (602) 364-1087

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

3 ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes §41-2632.

4 APPROPRIATION OF FUNDS

Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5 CONTRACT TYPE

The contract is a percentage off manufacturer list price.

6 TERM OF THE CONTRACT

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

7 CONTRACT EXTENSION

By mutual agreement, the contract may be extended for additional one-year periods or portions thereof for a total contract term not to exceed five (5) years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.

8 ESTIMATED QUANTITIES (CONSIDERABLE)

The State anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

8 ADMINISTRATIVE FEE/USAGE

8.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be



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found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.

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

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

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

8.4 The submission schedule for Administrative Fees and Usage reports shall be as follows:

July through September (FY Q1) – Due October 31
October through December (FY Q2) – Due January 31
January through March (FY Q3) – Due by April 30
April through June (FY Q4) – Due by July 31

8.5 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

8.6 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

9 VOLUME SALES REPORT

The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing Agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

10 NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

11 LICENSES

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.

12 INVENTORY

The State of Arizona has an ongoing requirement for the materials indicated in this solicitation. It is a condition of any award that a Contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in contract cancellation.

13 CURRENT PRODUCTS

All equipment, accessories and attachments provided under this contract shall be: new, not remanufactured or refurbished; in



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current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment; and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Components used in the equipment shall be only those specified in the manufacturer equipment manual.

14 DEFECTIVE PRODUCTS

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor. All replacement products must be received by the State within ten (10) days of initial written notification unless otherwise agreed to by the Agency.

15 ORDERING PROCESS

For the purposes of this contract, contract release order/purchase orders are those that are issued by an Eligible Agency any of the following forms:

- Hard copy, one time only or blanket (term type) type;
- Electronically transmitted through facsimile equipment;
- Electronically transmitted as an e-mail attachment;
- Electronically transmitted through a contractor's Electronic Data Interchange (EDI) system or secured internet/web portal, i.e. those that provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting.
 - Such systems shall not allow for purchase orders to be placed for non-contract or excluded items.
 - Use of such systems shall be at the sole at the sole discretion of the eligible agency and all cost associated with set-up, maintenance and support shall be borne by the contractor.
- Electronically through State's or Eligible Agencies p-card program.

16 SHIPPING TERMS

Point of Delivery: All equipment shipped to any authorized end user's location shall be shipped F.O.B. DESTINATION. The materials must be delivered to the "Ship to" address indicated on the agency's purchase order. Contractor shall retain title and risk of loss of goods until goods are delivered, received and contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State shall notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

- 16.1 Transportation Costs and Packaging: Freight terms shall be **FREIGHT PREPAID AND ADDED**. Transportation costs shall be charged as a separate line item and not included in unit cost of goods. Transportation costs shall be the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. The State reserves the right to utilize other shipping carriers. Unless otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

17 DELIVERY

Delivery shall be made within 30 days of receipt of a contract release order/purchase order on items in stock. For specialty order items or items not considered normal stock, extended delivery dates may be allowed. In such cases, the extended delivery date shall be provided at the time of quote.

18 BILLING

All billing notices or invoices shall be sent to the Eligible Using Agency whose address appears on the contract release order/purchase order as the 'bill to address' and shall include, at a minimum, both the contract number and contract release/purchase order number, delivery time, and contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable.

19 CATALOG/PRICE LIST MAINTENANCE



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19.1 Contract prices shall be in the form of a fixed percentage of discounts off the most recent manufacturers published price list that has been approved and incorporated as part of the contract. The published price list may be in the form of an Internet Web site, or Portable Document Format (PDF) versions attached to the contract within the State's e-Procurement system. The State shall not accept nor shall the Contractor prepare and publish a list exclusive to the State. Price lists shall include part numbers and descriptions (Photos Optional) of all contracted products or groups of products. Non-contracted products or groups of products shall be removed or clearly marked as EXCLUDED from contract.

19.2 The manufacturers published price lists are subject to change at any time; however; price escalations are only permitted at the end of each contract term period effective annually at the time of renewal, and only where verified to the satisfaction of the State. Contract release order/purchase orders placed before a price increase is authorized shall be delivered at the purchase order price. However, if the price should decrease between receipt of the order, and shipment of the order, the Contractor shall invoice at the new lowest discounted price. The percentage discount shall remain the same throughout the term of the contract, to include all renewals, and shall apply to any new equipment, which may be introduced and added to the manufacturer's product line. Purchasing agencies shall apply the firm fixed discount to the manufacturer's approved published price list in effect that has been incorporated as part of the Contract by the Purchasing Officer, at the time the order is placed.

20 ONLINE CATALOG AND ELECTRONIC ORDERING SYSTEM (PUNCH-OUT) (OPTIONAL)

If the Contractor has punch-out capability, the following conditions shall apply:

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

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

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

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

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

21 PRICE INCREASE

The State may review a fully documented request for a price increase only at the time of contract extension. All written requests for price adjustments made by the contractor shall be submitted 60 to 90 days prior to the contract renewal date. All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

22 PRICE REDUCTIONS

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

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

23 SALES PROMOTIONS



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

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

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

24 PRODUCT DISCONTINUANCE

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

- A formal announcement from the manufacturer that the product, model or product line has been discontinued.
- Documentation from the manufacturer that names the replacement product, model or product line.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.

25 NEW PRODUCTS

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

- A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
- Documentation from the manufacturer that cites the effected products by item number and description.
- Documentation that provides clear evidence that the new products are those that are within the awarded contract product category. **NO OTHER PRODUCTS WILL BE ALLOWED.**
- That states prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or equipment involved and that will be sold at the existing discount (percents %) form list price as existing products.

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

26 WARRANTY

All materials and equipment shall be warranted by the manufacturer's standard warranty for no less than (1) one year after delivery and acceptance of the equipment by the using agency, and provide no-cost protection to the State for corrections or replacement as needed for defects in manufacturing, assembly, and parts. The Contractor shall be fully responsible for any and all warranty work. If the Contractor is required to correct or replace, it shall be at no cost to the State and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the costs occasioned thereby or obtain an equitable adjustment in the contract price. The State shall be furnished, at no charge, an invoice for all work performed under warranty indicating type of work performed and parts replaced. The Contractor agrees that the materials and equipment furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the State by any other term of this Contract.

27 CONTRABAND

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



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27.1 DEFINITION – A.R.S. § 13-2501

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

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

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

28 RISK AND LIABILITY

28.1 INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

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

28.2 INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary

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

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

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

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

2. **Business Automobile Liability**

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

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



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

3. Worker's Compensation and Employers' Liability

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

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

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Administration, State Procurement Office, 100 N. 15th Ave., Suite 201, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.



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

29 FEDERAL TERMS AND CONDITIONS

THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY MATERIALS AND EQUIPMENT PROCURED USING FEDERAL FUNDS.

A BUS TESTING

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

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

B BUY AMERICA

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

Contractor shall submit to the FIA recipient and appropriate Buy America certification (EXHIBIT I) with all FTA-funded purchases, except those subject to a general waiver. This requirement does not apply to lower tier subcontractors.

C CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

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



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20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

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

D CIVIL RIGHTS

1. The Contractor is required to comply with Executive Order 99-4 "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.
2. The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.
3. The Contractor is required to comply with the provisions of Executive Order 11246, entitled " Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

E CLEAN AIR

The Contractor agrees to:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et.seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

F CLEAN WATER

The contractor agrees to:

1. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.
2. To report each violation to the Purchaser and understands and agrees that the Purchaser shall, In turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
3. To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

G CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
3. **Withholding for unpaid wages and liquidated damages:** The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract



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or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

4. **Subcontractors:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
5. **Payrolls and basic records:** Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1) (iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

H ENERGY CONSERVATION

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

I FEDERAL CHANGES

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

J INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

K LOBBYING RESTRICTIONS

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

L NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1 The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal



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government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- 2 The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

M PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS

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

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

N PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §~ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies, "49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

O PRIVACY ACT

1. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and



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that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

2. The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

P **STATE AND LOCAL LAW DISCLAIMER**

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

30 **I.T. 508 COMPLIANCE**

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.



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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *“Contract Amendment”* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *“Contractor”* means any person who has a Contract with the State.
- 1.5. *“Days”* means calendar days unless otherwise specified.
- 1.6. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *“Procurement Officer”* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *“State”* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *“State Fiscal Year”* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.



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- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of



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any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

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

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

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

4. Costs and Payments

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

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

4.3. Applicable Taxes.

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

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or



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materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article,



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thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

7. Warranties

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

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

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

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

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

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

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

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

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

8. State's Contractual Remedies

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

8.2. Stop Work Order.

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



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steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

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

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

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

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

9. Contract Termination

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

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

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

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

9.5. Termination for Default.

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

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

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems



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appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

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

10. **Contract Claims**

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

11. **Arbitration**

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

12. **Comments Welcome**

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



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1 DEFINITIONS

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

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

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

"Amendments" means solicitation amendments.

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

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

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

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

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

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

"Bid Solicitation" means solicitation.

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

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

"Buyer" means procurement officer.

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

"Description" means the solicitation's title.

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

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

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

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

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

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

"Pre Bid Conference" means pre-offer conference.

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

"Quote" means offer.

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

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

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

"Purchaser" means procurement officer.



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2 PRE-OFFER CONFERENCE

- 2.1 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.
- 2.2 Persons with a disability may request a reasonable accommodation, such as receiving this document in an alternative format, by contacting the Procurement Officer of Record for this solicitation. Any requests should be made as early as possible to allow sufficient time to arrange for accommodation. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.

3 INQUIRIES

Any question about the specifications or other solicitation documents related to this Request for Proposal shall be directed to Ryan J. Litner at ryan.litner@azdoa.gov no later than five working days before the due date. Correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.

4 OFFER PREPARATION

- 4.1 Offer and Acceptance: Offers shall include a signed Offer and Acceptance form, as described in section 3.3 of the Uniform Instructions.

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically on ProcureAZ. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.
- 4.2 Acknowledgement of Solicitation Amendments: All Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.
- 4.3 Offer Forms: Offer shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to submit all forms below according to the Offer Form Instructions may result in the submitted proposal being determined to be non-responsive.
 - Signed Offer and Acceptance Form
 - Completed Attachment A –Questionnaire
 - Completed Pricing Schedule
 - Pricing line items on ProcureAZ
- 4.4 Pricing Submission:
 - Pricing information: Offerors shall complete the Pricing Schedule and provide all requested information according to the instructions found in the Attachment. The basis for pricing shall be fixed discount(s) off referenced manufacturer published price list(s) or catalog(s) which shall be the currently published National Standard Manufacturer's Price lists. The Offeror shall furnish electronic copies of current catalogs and published price lists with their response to the RFP, which shall become a part of any awarded contract. Offeror shall clearly identify the Discount Price offered to the State, which represents the gross prices charged to the State. Failure to include either the manufacturer's price list or the applicable catalog(s) shall be grounds for determining the proposal as non-responsive
 - Line Items Listed in ProcureAZ: Offerors are to submit their pricing by completing the Pricing Schedule and uploading it to ProcureAZ. Under the items section in ProcureAZ, offerors are to place \$1.00 in the line item provided.

6 SUBMISSION OF OFFER

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



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- 6.2 Acceptable Formats: Offer electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Other file formats may also be acceptable, including .ZIP, .MDB, .MDBX, .MPP, MPPX, .VSD, .JPG, .GIF, and .BMP. Offerors wishing to submit files in these or other formats shall submit an inquiry to the Procurement Officer.
- 6.3 ProcureAZ: Offers shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (www.procure.az.gov). Submission of offers by means other than the ProcureAZ system will not be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitations due date and time.

7 EVALUATION

- 7.1 In accordance with the Arizona Procurement code § 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.
- Capacity of Offeror
 - Cost
 - Method of Approach
- 7.2 Opening: Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 7.3 Clarification: 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 of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.
- 7.4 Discussions: As provided by A.A.C. R2-7-C314, discussions may be conducted with offeror's who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to A.A.C. R2-7-C314, the State shall issue a written request for best and final offers. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.
- 7.5 Responsibility, Responsiveness and Acceptability: In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C312, State shall consider the following in determining offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references. Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.
- 7.6 Financial Stability: The Offeror must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting past sales history must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.
- 7.7 Final Proposal Revisions: If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

8 AWARD

- 8.1 Contract Document Consolidation: At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.



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- 8.2 Notice to Proceed: Contractors shall commence with the performance of the Contract upon receipt of a Notice to Proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.



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

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

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

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

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

"Days" means calendar days unless otherwise specified.

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

"Offer" means bid, proposal or quotation.

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

"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

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

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

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

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

2. Inquiries

2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

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

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

2.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

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



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- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offer or's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- 3.4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9. Provision of Tax Identification Numbers.
- 3.9.1. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 3.9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by



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the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

- 3.10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.12.1 Special Terms and Conditions;
 - 3.12.2 Uniform Terms and Conditions;
 - 3.12.3 Statement or Scope of Work;
 - 3.12.4 Specifications;
 - 3.12.5 Attachments;
 - 3.12.6 Exhibits;
 - 3.12.7 Special Instructions to Offerors;
 - 3.12.8 Uniform Instructions to Offerors; and
 - 3.12.9 Other documents referenced or included in the Solicitation.
- 3.13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- 3.15. Offshore Performance of Work Prohibited
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4. Submission of Offer

- 4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly



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identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

- 4.2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
- 4.3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - 4.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
- 5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel the Solicitation.

6. Award



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- 6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

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

8. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85004



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1. Organization Profile. Offeror shall supply all information requested below.

Firm Name			
Year Present Firm was Established		Principal Business Address	
Telephone Number		Other/Former Names under which your Organization has operated	
CONTRACT REPRESENTATIVES TO CONTACT			
	Name	Title	E-Mail Address
1			
2			
EXPERIENCE			
Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years. Please make sure all information is accurate and easily verifiable.			
1	Client Company	Contact	Begin Date
	Address	Phone Number	Email Address
	Services Provided		
2	Client Company	Contact	Begin Date
	Address	Phone Number	Email Address
	Services Provided		
3	Client Company	Contact	Begin Date
	Address	Phone Number	Email Address
	Services Provided		

Prepare each item response below in the form of a brief written narrative demonstrating your ability to satisfy the Statement of Work and your organization's ability to provide the various products sought under this solicitation. The response shall be contained in one document. The response shall clearly indicate the number of the questionnaire item below for which the narrative is addressing. Within the response to this item, the narrative shall at the minimum describe

- 2. Capacity of Offeror:** Offerors shall provide shall a narrative that describes their ability to provide all services and/or supplies sought under this solicitation. Within the response to this item, the narrative shall at the minimum describe:
- The Offeror's total organization, ownership structure and shall provide an organizational chart for their overall organization showing each entity within the organization.
 - The respective duties and roles of all associated organizations that would support the State with percentages and areas of responsibilities allocated across all such organizations.



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- The Offeror's experience, including the number of years of experience acting as a prime contractor providing services similar to the services required in this solicitation.
 - Disclose involvement in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding provision of similar services.
 - The Offeror's financial stability.
3. **Business Capacity:** Describe in detail your firm's ability and capacity to perform under this statewide contract. The description shall at a minimum describe:
- Details on your firm's ability and capacity to administer and manage multiple individual accounts
 - Details on your firm's inventory and transportation logistic ability to satisfy statewide delivery needs of multiple agencies
 - Any minimum order requirements.
4. **Organization Capacity.** The response shall at a minimum include:
- Details describing their general organizational capacity. to support the State and its Customers under any resulting contract.
 - Key Personnel - Offeror shall describe their Key Personnel that would support any resulting contract. Offerors shall provide evidence of their training relevant to their role under a resultant contract, experience and performance in supporting similar customers, with particular deference to other state and local government customers. The response shall indicate which of these individual(s) would have direct responsibility and control over any portion of work performed under a resulting contract and the percentage of total work performed under a this contract.
 - Experience in Industry. Offeror shall describe their experience in the provision of products and services as stated in this RFP. This description shall supplement and further detail any information provided in item 1 above.
5. **Method of Approach:** Please provide a narrative response that describes your organization's overall method of approach for providing the required products as stated in this solicitation. The response shall at a minimum;
- Clearly state your understanding of the Scope of Work and all requirements.
 - Provide a description of an inter-organizational governance structure and communication process that will support a successful business relationship.
 - Provide a description of how your organization tracks problem resolution responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.
6. **Authorized Service and Repair Facilities:** Provide the names; addresses, phone number and contact person of local Arizona authorized service and repair facilities for the equipment supplied as a result of this contract. If local service and repair facilities are not available, provide a list of available facilities with addresses, phone number and contact person and describe the process in place for service and repair of your products.
7. **Customer Service:** Offeror shall describe in general their organizational view of support to the State and its Customers under any resulting contract. The response shall at a minimum include:
- The provision of general help and ordering assistance service either through a toll-free phone number or a web-based support system.
 - The names and certifications (if applicable) of the individuals that will be providing the operator and maintenance training and briefly describe any training processes currently in place and that will be implemented with the awarded contract in accordance with paragraph 5 of the Scope of Work.
8. **Dealer, Factory and Extended Warranties:** Detail all dealer, factory and extended warranties, beyond the 12 month required minimum warranty. Include a list of locations within Arizona from which warranty work will be administered and the process for the Eligible Agency to have warranty work done.



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

Questionnaire

1. **Organization Profile.** Offeror shall supply all information requested below.

Firm Name Deere & Company				
Year Present Firm was Established 1837		Principal Business Address 2000 John Deere Run		
Telephone Number 800-358-5010		Other/Former Names under which your Organization has operated John Deere Company		
CONTRACT REPRESENTATIVES TO CONTACT				
	Name	Title	Telephone Number	E-Mail Address
1	Bill Frank	Senior Account Manager	972-974-0984	FrankWilliamD@JohnDeere.com
2	Andrew Hill	Contract Administrator	919-804-2831	HillJrAndrewJ@JohnDeere.com
EXPERIENCE				
Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years. Please make sure all information is accurate and easily verifiable.				
1	Client Company Florida Department of Management Services Division of State Purchasing		Contact Charles Day – Contract Manager	
	Address 4050 Esplanade Way, Suite 360 Tallahassee, FL 32399-0950		Phone Number 850-410-2426	Email Address Charles.Day@dms.MyFlorida.com
	Services Provided Agricultural & Lawn Equipment and Warranty			
2	Client Company State of Michigan Department of Management and Budget		Contact Klatra Pickett - Buyer	
	Address 530 W. Allegan 2 nd Floor, Mason Building Lansing, MI 48909		Phone Number 517-373-7374	Email Address PickettK@michigan.gov
	Services Provided Agricultural, Grounds & Roadside Equipment and Warranty			
3	Client Company State of Oklahoma DCS/Central Purchasing		Contact Joyce Leivas – Contracting & Procurement Officer	
	Address 2401 N. Lincoln, Suite 116 Oklahoma City, OK 73105		Phone Number 405-521-2479	Email Address Joyce.Leivas@osf.ok.gov
	Services Provided Agricultural, Lawn & Turf Equipment and Warranty			

Prepare each item response below in the form of a brief written narrative demonstrating your ability to satisfy the Statement of Work and your organization's ability to provide the various products sought under this solicitation. The response shall be contained in one document. The response shall clearly indicate the number of the questionnaire item below for which the narrative is addressing. Within the response to this item, the narrative shall at the minimum describe

2. **Capacity of Offeror:** Offerors shall provide shall a narrative that describes their ability to provide all services and/or supplies sought under this solicitation. Within the response to this item, the narrative shall at the minimum describe:
 - The Offeror's total organization, ownership structure and shall provide an organizational chart for their overall organization showing each entity within the organization.
 - The respective duties and roles of all associated organizations that would support the State with percentages and areas of responsibilities allocated across all such organizations.
 - The Offeror's experience, including the number of years of experience acting as a prime contractor providing services similar to the services required in this solicitation.
 - Disclose involvement in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding provision of similar services.
 - The Offeror's financial stability.

3. **Business Capacity:** Describe in detail your firm's ability and capacity to perform under this statewide contract. The description shall at a minimum describe:
 - Details on your firm's ability and capacity to administer and manage multiple individual accounts
 - Details on your firm's inventory and transportation logistic ability to satisfy statewide delivery needs of multiple agencies
 - Any minimum order requirements.

4. **Organization Capacity.** The response shall at a minimum include:
 - Details describing their general organizational capacity. to support the State and its Customers under any resulting contract.
 - Key Personnel - Offeror shall describe their Key Personnel that would support any resulting contract. Offerors shall provide evidence of their training relevant to their role under a resultant contract, experience and performance in supporting similar customers, with particular deference to other state and local government customers. The response shall indicate which of these individual(s) would have direct responsibility and control over any portion of work performed under a resulting contract and the percentage of total work performed under a this contract.
 - Experience in Industry. Offeror shall describe their experience in the provision of products and services as stated in this RFP. This description shall supplement and further detail any information provided in item 1 above.

5. **Method of Approach:** Please provide a narrative response that describes your organization's overall method of approach for providing the required products as stated in this solicitation. The response shall at a minimum;
 - Clearly state your understanding of the Scope of Work and all requirements.
 - Provide a description of an inter-organizational governance structure and communication process that will support a successful business relationship.
 - Provide a description of how your organization tracks problem resolution responsiveness and end-user satisfaction in a quantifiable manner to ensure quality customer service.

6. **Authorized Service and Repair Facilities:** Provide the names, addresses, phone number and contact person of local Arizona authorized service and repair facilities for the equipment supplied as a result of this contract. If local service and repair facilities are not available, provide a list of available facilities with addresses, phone number and contact person and describe the process in place for service and repair of your products .

7. **Customer Service:** Offeror shall describe in general their organizational view of support to the State and its Customers under any resulting contract. The response shall at a minimum include:

- The provision of general help and ordering assistance service either through a toll-free phone number or a web-based support system.
- The names and certifications (if applicable) of the individuals that will be providing the operator and maintenance training and briefly describe any training processes currently in place and that will be implemented with the awarded contract in accordance with paragraph 5 of the Scope of Work.

8. **Dealer, Factory and Extended Warranties:** Detail all dealer, factory and extended warranties, beyond the 12 month required minimum warranty. Include a list of locations within Arizona from which warranty work will be administered and the process for the Eligible Agency to have warranty work done.

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



EXHIBIT I

(FORM TO BE COMPLETED ONLY AT REQUEST OF CUSTOMER.)

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BUY AMERICA

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

Certificate of Compliance with 49 U.S.C. 5323(j) (I)

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

Signature: _____ Date _____

Printed Name: _____

Company: _____

Title: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (I)

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

Signature: _____ Date _____

Printed Name: _____

Company: _____

Title: _____

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

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

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

Signature: _____ Date _____

Printed Name: _____

Company: _____

Title: _____

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

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

:

Signature: _____ Date _____

Printed Name: _____

Company: _____

Title: _____



EXHIBIT II

(FORM TO BE COMPLETED ONLY AT REQUEST OF CUSTOMER.)

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

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

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

Signature: _____ Date _____

Printed Name: _____

Company: _____

Title: _____



EXHIBIT III

(FORM TO BE COMPLETED ONLY AT REQUEST OF CUSTOMER.)

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APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____



EXHIBIT IV

(FORM TO BE COMPLETED ONLY AT REQUEST OF CUSTOMER.)

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GOVERNMENT DEBARMENT & SUSPENSION, 49CFR PART 29 Executive Order 12549

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

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

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

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

Signature: _____ Date _____

Printed Name: _____

Company: _____

Title: _____



END OF SOLICITATION

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	<h1>Solicitation Amendment</h1>		State of Arizona State Procurement Office 100 N. 15 TH Avenue, Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-00002042 Description: Landscape & Utility Vehicles, Trailers & Equipment	Page 1	
	Amendment No.: 1	OF 1	

Pursuant to the Uniform Instructions to Offerors, Item C.7, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. Scope of Work paragraph 4.9, **Utility Vehicles**, shall be replaced and shall now read as follows:

4.9 Utility Vehicles: Such as, but not limited to; GEMs & like vehicles, golf carts, burden carriers, personnel carriers, etc., including all attachments and accessories.

2. Special Terms and Conditions paragraph 24, **Product Discontinuance**, shall be replaced and shall now read as follows:

24 PRODUCT DISCONTINUANCE

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

- A formal announcement from the manufacturer that the product, model or product line has been discontinued.
- Documentation from the manufacturer that names the replacement product, model or product line.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.

3. Special Instructions to Offerors paragraph 4.3, **Offer Forms**, shall be replaced and shall now read as follows:

4.3 Offer Forms: Offer shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to submit all forms below according to the Offer Form Instructions may result in the submitted proposal being determined to be non-responsive.

- Signed Offer and Acceptance Form
- Completed Attachment A –Questionnaire
- Completed Pricing Schedule
- Pricing line items on ProcureAZ

4. Special Instructions to Offerors paragraph 4.4, **Pricing Submission**, shall be replaced and shall now read as follows:

4.4 Pricing Submission: Pricing information: Offerors shall complete the Pricing Schedule and provide all requested information according to the instructions found in the Attachment. The basis for pricing shall be fixed discount(s) off referenced manufacturer published price list(s) or catalog(s) which shall be the currently published National Standard Manufacturer's Price lists. The Offeror shall furnish electronic copies of current catalogs and published price lists with their response to the RFP, which shall become a part of any awarded contract. Offeror shall clearly identify the Discount Price offered to the State, which represents the gross prices charged to the State. Failure to include either the manufacturer's price list or the applicable catalog(s) shall be grounds for determining the proposal as non-responsive

Line Items Listed in ProcureAZ: Offerors are to submit their pricing by completing the Pricing Schedule and uploading it to ProcureAZ. Under the items section in ProcureAZ, offerors are to place \$1.00 in the line item provided.

5. The document entitled Attachment B shall be removed from the solicitation.

ALL OTHER INSTRUCTIONS, REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF SOLICITATION AMENDMENT SHALL BE DONE ELECTRONICALLY PRIOR TO OFFER DUE DATE AND TIME. All other all terms, conditions, specifications and amendments to the Solicitation remain unchanged.

Janice K. Brewer
Governor



Brian C. McNell
Director

ARIZONA DEPARTMENT OF ADMINISTRATION

STATE PROCUREMENT OFFICE

100 NORTH FIFTEENTH AVENUE • SUITE 201
PHOENIX, ARIZONA 85007

(602) 542-5511 (main) (602) 542-5508 (fax)
<http://spo.az.gov>

Sent via e-mail

November 8, 2012

Andrew Hill
2000 John Deere Run
Cary, NC 27513

Re: Award of Contract No. ADSPO13-00002042 Landscape & Utility Vehicles, Trailers & Equipment

Thank you for submitting a response to Request for Proposal No. ADSPO13-00002042. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on November 13, 2012 and terminate on November 13, 2013.

All offers received were evaluated in accordance with the evaluation criteria set forth in the solicitation document. The procurement file for this solicitation, including evaluation documents and resultant contracts, will be available for public viewing via the State's e-Procurement system, ProcureAZ within 10 days.

In accordance with Special Term and Condition paragraph 21 of the contract and prior to beginning work under the contract your company is required to submit a **Certificate of Insurance** to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. Please submit your certificate of insurance ASAP so that the contract may be posted on ProcureAZ. Please send it via email to ryan.litner@azdoa.gov.

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

If you have any questions regarding your company's contract, please contact me at the email cited above or 602-542-1087. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan D. Litner".

Ryan D. Litner
Procurement Specialist



ARIZONA
Landscape & Utility Vehicles, Trailers & Equipment

Contract Number: ADSPO13-035803

Contract Period: November 13, 2012 – November 13, 2013

Eligibility: State of AZ departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions that have a cooperative purchasing agreement with the State Procurement Office.

All orders must show John Deere Company as the vendor and reference the contract and item number.

Purchase orders should be submitted to:

John Deere Company
2000 John Deere Run
Cary, NC 27513

Quotes

Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the upper right hand corner of the first quote page for your convenience.



CONTRACT INFORMATION

Tax Requirements	Yes – See Information Below
Allied (non-Deere)	Yes
Credit Cards	Yes - See Information Below
Fees	None
Leasing	Not Allowed
Multiple Unit Discount	Yes – See Information Below
Non-contract (Deere)	Yes
Rental	Not Allowed
Trade-In	Not Allowed
Demo	Not Allowed
Miscellaneous	None

Tax Requirements

Please click on the following link to complete the required form.

https://secured.deere.com/en_US/govsales/httpscontent/taxcient_index.html

Allied (non John Deere)

Yes

Credit Cards

Purchasing cards may be used

Fees

None

Leasing

Not Allowed

Multi-Unit Discount (MUD)

To qualify for the multi-unit discount, sales of 3 or more like self-propelled products are eligible and must be on a single purchase order from the agency.

Frontier products are not eligible for the MUD.

Quantity	Additional Discount
3-4	1%
5-6	2%
7-8	3%
9 units or more	4%

Non-contract (John Deere)

Yes – accessories and parts

Rental

Not Allowed

Trade-In

Not Allowed

Demo

Not Allowed

Miscellaneous

None

Price Book Tab	Description	Discount off List Price	Price Page Date
L21	Residential Zero-Turn Radius Mowers	20%	<u>01Nov12</u>
L25	Lawn Tractors (D100 models)	20%	<u>01Nov12</u>
L25	Lawn Tractors (X300 models)	20%	<u>01Nov12</u>
L30	Lawn and Garden Tractors	20%	<u>01Nov12</u>
L35	Equipment for Riders and Tractors	20%	<u>01Nov12</u>
C10	Commercial Walk-Behind Mowers	20%	<u>01Nov12</u>
C12	Advantage Zero Turn Radius Mowers	20%	<u>01Nov12</u>
C13	Commercial ZTRAK Mowers	20%	<u>04Mar13</u>
C15	Commercial Front Mowers	20%	<u>01Nov12</u>
C18	Wide Area Mower	20%	<u>01Nov12</u>
C20	Compact Utility Tractors	20%	<u>01Nov12</u>
C25	Compact Utility Tractors Equipment	20%	<u>01Nov12</u>
C39	Recreational Utility Vehicles	16%	<u>25Feb13</u>
C40	Mid Duty Crossover Utility Vehicles & Equipment	16%	<u>01Nov12</u>
C41	Crossover Utility Vehicles	16%	<u>25Feb13</u>
C42	Utility Vehicles & Equipment	16%	<u>01Nov12</u>
C47	HPX Utility Vehicles	16%	<u>11Feb13</u>
G10	Reel Mowers	20%	<u>01Nov12</u>
G15	Special Application Mowers	20%	<u>01Nov12</u>
G20	Special Application Vehicles	20%	<u>01Nov12</u>
G25	Aeration	20%	<u>01Nov12</u>
G30	Debris Maintenance	20%	<u>01Nov12</u>
A2	5000 Series Tractors	20%	<u>01Nov12</u>
A2	6000 – 9000 Series Tractors	20%	<u>01Nov12</u>
A5	Hay and Forage	20%	<u>01Nov12</u>
A6	Tillage	20%	<u>01Nov12</u>
A7	Air Seeding – Planters & Drills	20%	<u>01Nov12</u>
A8	Sprayers	20%	<u>01Nov12</u>
A9	Material Handling	20%	<u>01Nov12</u>
Frontier	Cutting & Mowing	20%	<u>05Nov12</u>
Frontier	Hay & Forage	20%	<u>05Nov12</u>
Frontier	Transport	20%	<u>05Nov12</u>
Frontier	Landscaping	20%	<u>05Nov12</u>
Frontier	Livestock	20%	<u>05Nov12</u>
Frontier	Material Handling	20%	<u>05Nov12</u>
Frontier	Planting & Seeding	20%	<u>05Nov12</u>
Frontier	Snow Equipment	20%	<u>05Nov12</u>
Frontier	Tillage	20%	<u>05Nov12</u>
Frontier	Golf Equipment	20%	<u>05Nov12</u>

Manuals

Dealers shall provide manuals, and shall be reimbursed for the manuals provided as follows:

Dealer Reimbursement

Dealers shall be reimbursed for manuals at their cost.

Manuals Required

Dealer shall furnish customer the following manuals at no charge to the customer.

- Operator's Manual, **per unit ordered** 2
- Parts Manual, **per order** 1
- Technical Manual, **per order** 1

The manuals shall be delivered to location designated by the purchasing Agency,

Training

Dealers shall provide, at no additional cost, on-site in-service training (if required) to the personnel of the Agency to ensure proper use of equipment.

Dealers shall be reimbursed at a per hour rate for training provided to the Agency.

In lieu of face-to-face training, the Agency may request to be provided copies of any existing DVD's and/or access to web content, which cover the inspection, service, and operation of purchased equipment.

Training Requirements

Equipment unit purchase price:

- \$0 to \$4999.99 per unit **does not** require training, but can be offered.
- \$5000.00 to \$15,000.00 per unit will require no more than four (4) hours of training.
- \$15,000.01 to unlimited cost per unit will require no less than four (4) hours and no more than eight (8) hours of training.

Scheduling Training

Dealer shall be responsible for scheduling training.

Operator and Mechanic Training

5.3 Operator and Mechanic Training

5.3.1 Operator training shall focus on the operation of equipment, daily inspections, as well as, minor adjustments and shall be conducted at the location where the equipment is received. Mechanic training shall focus on the operations, routine/preventive maintenance and repair troubleshooting of equipment and shall be conducted at the organization's location that will be responsible for maintaining the equipment purchased. The contractor shall be notified of these locations at time that training is scheduled.

5.3.2 This training shall contain the following information:

TECHNICAL MANUALS
VEHICLE FAMILIARIZATION
ENGINE
TRANSMISSION
BRAKES AND AIR SUPPLY
SYSTEM
BODY AND COMPONENTS
HYDRAULIC SYSTEMS
COMPLETE ELECTRICAL
COMPONENTS
CALIBRATION SYSTEMS (if
applicable)

5.3.3 Training objectives

5.3.3.1 Operator Training. At completion of training session the attending equipment operators shall be able to:

- Describe the operating capabilities and any special features present on the equipment.
- Identify all control devices to the equipment model.
- Describe the proper/safe techniques to use for transporting the equipment including loading and tie-down.
- Use the Operator's Manual to identify:
 - Special safety considerations including cautions and warnings applicable to the operation of the equipment.
 - Manufacturer's recommended preventive maintenance service intervals and procedures including pre- and post-operational inspection and service requirements.
- Demonstrate on the equipment:
 - The ability to identify inspection and service points.

- Proper/safe start-up and shutdown procedures.

- Proper/safe use of all controls.

5.3.3.2 Mechanic Training. At the completion of these training sessions, the attending technicians will be able to:

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

Identify the primary equipment systems component location and function.

Use manufacturer's reference literature and materials to identify:

- Manufacturer's Preventive Maintenance service intervals & procedures

- Recommended system diagnostic procedures & repair processes

- Representative component part numbers & nomenclature.

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

5.3.3.3 Contractor shall provide documentation signed by the user trained that all necessary elements were covered in training.

*Last Update – 14 Mar 2013 - Price Update –
C13,C39,C41,C47*

**STATE OF ARIZONA
PURCHASE ORDER TERMS AND CONDITIONS**

- 1. Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
- 2. Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
- 3. Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
- 4. Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
- 5. Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
- 6. No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 7. Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
- 8. Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
- 9. Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
- 10. Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
- 11. Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
- 12. Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
- 13. Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
- 14. Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
- 15. Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
- 16. Taxes.** The State of Arizona is exempt from Federal Excise Tax.
- 17. Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- 18. Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
- 19. Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order). **Included In Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). **Powertrain:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier Equipment™ CR14, LL13, LL14, and DH44 Series	6 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
Frontier Equipment™ Snow blowers SB12 and SB13 series	12 months
Other Frontier Equipment™	12 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) All Turf & Utility Equipment and Attachments (except for (i) Equipment listed in 2 through 13 below; and, (ii) John Deere Golf equipment covered under separate warranty).	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) Z225, Z245 and Z425 EZtrak Mowers, LA100, and D100 Series Tractors and Attachments	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series ZTrak Mowers and Attachments	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachments; Z445 and Z465 EZtrak Mowers	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachments; Z600 Series Residential EZtrak Mowers	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachments	48 Months or 700 Hours, Whichever Comes First
7) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial Walk Behind Mowers (32" or larger), and 7-IRON Mower Decks	24 Months
9) Z700 Series ZTrak Mowers	36 Months or 700 Hours, Whichever Comes First
10) Z900 Series ZTrak Mowers	36 Months or 1500 Hours, Whichever Comes First First 24 Months, No Hour Limitation
11) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
12) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 8 through 12	12 Months or 1000 Hours, Whichever Comes First
13) RSX Series Utility Vehicles and attachments	6 months

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY – THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

JOHN DEERE 2 YEAR WARRANTY FOR NEW GOLF & TURF PRODUCTS



JOHN DEERE

A. GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified in C below) of new John Deere Golf & Turf products listed in Sections B.1 and B.2 below, as delivered to the original retail purchaser, that are defective in material or workmanship. Performance of the warranties will be free of charge for parts and labor, except as otherwise stated below.

B. WHAT IS WARRANTED

1. Basic Machine Warranty

All parts of the John Deere product and dedicated attachments (as outlined in JD price pages) are covered by warranty for **24 months and unlimited hours**, from the date of delivery.

Aercore Aerators: 800, 1000, 1500, 2000

Bunker Rakes: 1200A & 1200H

Core Pulverizer: CP-48

Debris Maint: TC125

Reel Mowers (A, B, C, E versions included):

180, 220, 260, 2500, 2653, 1905,

3215, 3225, 3235

7000 & 8000 Series

Rotary Mowers: 3245, 7000 & 8000 Series

Trailed Gang: 365 - 5 & 7 Gang

Frontier™ Reel Grinder: RG5000, RG5500

Frontier™ Bedknife Grinder: BG1000, BG1500

2. Exceptions

Product with **24 months or 1500 hours**, whichever comes first.

ProGator: 2020, 2030, 2020A, 2030A

Turf Gator: Turf, TX Turf

Sprayer: 200, HD200, HD300

Top Dresser: TD100

E-Gator: E Gator, TE Gator

C. ITEMS WARRANTED SEPARATELY

This warranty does not apply to batteries, radios, tires, and sprayer controllers which are covered by separate written warranties, unless listed in the applicable Parts Catalog.

D. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Premiums charged for overtime labor requested by the purchaser.
2. Service calls made by the distributor.
3. Used products.
4. Any product that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications.
5. Depreciation or damage caused by normal wear, lack of reasonable and proper protection during storage, or accident.
6. Normal maintenance and replacement of maintenance and wear items, such as oil, filters, coolants and conditioners, blades and other cutting/mowing parts, belts, brake and clutch linings, spark plugs, hoses, tires and batteries.

E. PARTS REPLACED UNDER WARRANTY

Only new or remanufactured parts or components, furnished or approved by John Deere, will be used to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere distributor within ninety days of installation or before expiration of the product's warranty, whichever is earlier.

F. SECURING WARRANTY SERVICE

To obtain performance of this warranty, the original retail purchaser must request warranty service from a John Deere Distributor authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the distributor's place of business, and inform the distributor in what way the purchaser believes the product to be defective.

G. NO IMPLIED WARRANTY OR OTHER REPRESENTATION

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations or promises as to the quality, performance or freedom from defect of the product covered by this warranty.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

H. LIMITATION OF PURCHASER'S REMEDIES

Where permitted by law, the purchaser's only remedies in connection with the breach of performance of any warranty on John Deere Golf & Turf Products are those set forth on this page. In no event will the distributor, John Deere or any company affiliated with John Deere be liable for incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss.

I. NO DISTRIBUTOR WARRANTY

The selling distributor makes no warranty of its own on any item warranted by John Deere and makes no warranty on any other item unless it delivers to the purchaser a separate written certificate specifically warranting the item.

THE DISTRIBUTOR HAS NO AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/09/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Willis of Arizona, Inc. c/o 26 Century Blvd. P.O. Box 365191 Nashville, TX 37230		PHONE (A/C, NO. EXT): 877-945-7378	FAX (A/C, NO.): 888-467-2378
		E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins. Co. of Pittsburg 19445-004	
INSURED		INSURER B: New Hampshire Insurance Company 23641-001	
Deere & Company and Its Subsidiaries and Their Subsidiaries World Headquarters One John Deere Place Moline, IL 61265-8010		INSURER C: Ins. Co. of the State of PA 19425-000	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18851072

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF DATE(MM/DD/YYYY)	POLICY EXP DATE(MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	2704928	11/1/2012	11/1/2013	EACH OCCURRENCE \$See Attached
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Y	2704929	11/1/2012	11/1/2013	DAMAGE TO RENTED PREMISES (Per occurrence) \$See Attached
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						WED EXP (Any one person) \$See Attached
							PERSONAL & ADV INJURY \$See Attached
							GENERAL AGGREGATE \$See Attached
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG \$See Attached
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- TECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	Y	Y	4309625	11/1/2012	11/1/2013	DAMAGED SINGLE LIMIT (Per accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO	Y	Y	4309626	11/1/2012	11/1/2013	BODILY INJURY (Per person) \$
A	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	Y	X	4309627	11/1/2012	11/1/2013	BODILY INJURY (Per accident) \$
	HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	WC015884269	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> NO STAT- TORY LIMITS <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC015884270	11/1/2012	11/1/2013	EL EACH ACCIDENT \$ 500,000
B	DESCRIPTION OF OPERATIONS below	Y	Y	WC015884271	11/1/2012	11/1/2013	EL DISEASE - EA EMPLOYEE \$ 500,000
C	Workers Compensation	Y	Y	WC015884272	11/1/2012	11/1/2013	EL DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation	Y	Y	WC015884273	11/1/2012	11/1/2013	\$ 500,000 EL Each Accident \$ 500,000 EL Disease-Each Employee \$2,000,000 EL Disease-Policy Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
RE: AZ#ADSP013-00002042, 11/13/12 - 11/13/13

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

Arizona Department of Administration
State Procurement Office
100 North 15th Avenue - Suite 201
Phoenix, AZ 85007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John B. Jacobs

AGENCY CUSTOMER ID: 32013316

LOC#:



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Arizona, Inc.		NAMED INSURED Deere & Company and Its Subsidiaries and Their Subsidiaries World Headquarters One John Deere Place Moline, IL 61265-8010	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy Number 2704928 provides coverage as follows:

- \$ 1,000,000 Each Occurrence
- \$ 1,000,000 Damage to Rented Premises (Ea occurrence)
- Excluded Med Exp (Any one person)
- \$ 1,000,000 Personal & Adv Injury
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Comp/Op Agg

Policy Number 2704929 provides Products coverage as follows:

- \$ 1,000,000 Each Occurrence
- \$ 2,000,000 General Aggregate

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees are Additional Insureds with respect to the General Liability and Automobile Liability coverage, which is primary coverage to the Additional Insured and other available insurance will be non-contributory as required by written contract. Subrogation rights are waived in favor of The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents and employees as respect to General Liability, Automobile Liability and Workers' Compensation as required by written contract and where allowed by law.

Should any of the attached described policies be cancelled before the expiration date thereof, the producer will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to do so shall impose no obligation or liability of any kind upon the producer, its agents or representatives.



Contract Amendment

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

Contract No.: ADSP013-035803

PAGE
1 OF 1

Amendment No.: 1

CONTRACTOR:

Deere and Company
2000 John Deere Run
Cary, NC 27513

CONTACT: Andrew Hill

PHONE: (919) 804-2831

EMAIL: GNSBids@JohnDeere.com

STATE AGENCY:

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

CONTACT: Ryan Litner

PHONE: (602) 364-1087

EMAIL: Ryan.Litner@azdoa.gov

Landscape & Utility Vehicles, Trailers & Equipment

In accordance with Special Terms and Conditions, Paragraph 25, New Products, on Page 14 of 46, the aforementioned contract is hereby amended as follows:

1. New Products

Effective 3/14/2013, Commercial ZTRAC Mower models 652B, 648R, 652R, 661R, Z915B, Z920M, Z925M EFI, Z930M, Z930M EFI, Z920R, Z930R, Z950R, Z960R and Z970R have been added to the contract.

Effective 3/14/2013, Recreational Utility Vehicle attachments have been added to the contract.

Effective 3/14/2013, Crossover Utility Vehicle models XUV 825i S4, XUV 855D S4, and Utility Vehicle Attachments have been added to the contract.

Effective 3/14/2013, HPX Utility Vehicle attachments have been added to the contract.

ALL OTHER CONTRACT TERMS AND CONDITIONS SHALL REMAIN THE SAME.

The above referenced contract amendment is hereby executed this date by the State.



Signature

3/13/13

Date

Ryan Litner / Sr. Procurement Specialist

Printer/Typed Name and Title

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
DEERE & COMPANY,
d/b/a JOHN DEERE COMPANY

[Proposal]

See following pages.



JOHN DEERE

Quote Id: 7857521

Customer Name: TOWN OF FOUNTAIN HILLS

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

ARIZONA MACHINERY, LLC
197 WEST WARNER ROAD
CHANDLER, AZ 85225
480-917-1540

Prepared For:

TOWN OF FOUNTAIN HILLS

Proposal For:

Delivering Dealer:

Matt Gardner
ARIZONA MACHINERY, LLC
197 WEST WARNER ROAD
CHANDLER, AZ 85225
480-917-1540

Quote Prepared By:

Matt Gardner
602-390-5181
mgardner@azmach.net

Date: March 31, 2013

Offer Expires: July 01, 2013



JOHN DEERE

Quote Id: 7857521

Customer Name: TOWN OF FOUNTAIN HILLS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

ARIZONA MACHINERY, LLC
197 WEST WARNER ROAD
CHANDLER, AZ 85225
480-917-1540

Quote Summary

Prepared For:

TOWN OF FOUNTAIN HILLS
16705 E AVENUE OF THE
FOUNTAINS
FOUNTAIN HILLS, AZ 85268
Business: 480-816-5100

Delivering Dealer:

ARIZONA MACHINERY, LLC
Matt Gardner
197 WEST WARNER ROAD
CHANDLER, AZ 85225
Phone: 480-917-1540
Mobile: 602-390-5181
mgardner@azmach.net

Quote ID: 7857521

Created On: March 31, 2013

Last Modified On: April 02, 2013

Expiration Date: July 01, 2013

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE 5085M Utility Tractor (70 PTO hp) Contract: AZ Landscape & Utility Vehicles, Trailers & Equip ASDPO13-035803 Price Effective Date: November 1, 2012	\$ 43,853.92 X	1 =	\$ 43,853.92
JOHN DEERE 563 Non-Self-Leveling Loader Contract: AZ Landscape & Utility Vehicles, Trailers & Equip ASDPO13-035803 Price Effective Date: November 1, 2012	\$ 7,399.20 X	1 =	\$ 7,399.20
Frontier BB4284H - 7 Ft. Hydraulic Scarifier Box Blade - High Back Contract: AZ Landscape & Utility Vehicles, Trailers & Equip ASDPO13-035803 Price Effective Date: November 5, 2012	\$ 4,739.20 X	1 =	\$ 4,739.20
Equipment Total			\$ 55,992.32

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 55,992.32
Trade In	
SubTotal	\$ 55,992.32
Sales Tax - (8.8%)	\$ 4,927.32
Total	\$ 60,919.64
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 60,919.64

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 7857521

Customer Name: TOWN OF FOUNTAIN HILLS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

ARIZONA MACHINERY, LLC
197 WEST WARNER ROAD
CHANDLER, AZ 85225
480-917-1540

JOHN DEERE 5085M Utility Tractor (70 PTO hp)

Hours:

Stock Number:

Contract: AZ Landscape & Utility Vehicles, Trailers & Equip
ASDPO13-035803

Selling Price *
\$ 43,853.92

Price Effective Date: November 1, 2012

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1922LV	5085M Utility Tractor (70 PTO hp)	1	\$ 49,186.00	20.00	\$ 9,837.20	\$ 39,348.80	\$ 39,348.80
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
1380	16F/16R PowrReverser Transmission - 540/540E	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Open Operator Station	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
2400	Less Instructional Seat	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
3020	Vertical Exhaust	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
3330	Triple Rear Deluxe Valve with Lever Controls	1	\$ 1,141.00	20.00	\$ 228.20	\$ 912.80	\$ 912.80
3420	Dual Mid Valve with Joystick Control	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
4010	Mechanical	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
5914	19.5L-24 In. 10PR R4 Bias	1	\$ 88.00	20.00	\$ 17.60	\$ 70.40	\$ 70.40
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
6133	12.5/80-18 In. 12PR I3 Bias	1	\$ 34.00	20.00	\$ 6.80	\$ 27.20	\$ 27.20
8915	Loader Preparation Package	1	\$ 1,581.00	20.00	\$ 316.20	\$ 1,264.80	\$ 1,264.80
Standard Options Total			\$ 2,844.00		\$ 568.80	\$ 2,275.20	\$ 2,275.20
Dealer Attachments/Non-Contract/Open Market							
LVB24995	Dual Mid SCV to Triple Mid SCV Conversion Kit	1	\$ 1,744.60	20.00	\$ 348.92	\$ 1,395.68	\$ 1,395.68
LVB25978	Brake Light Kit	1	\$ 236.50	20.00	\$ 47.30	\$ 189.20	\$ 189.20
LVB25022	Backup Alarm Kit	1	\$ 160.60	20.00	\$ 32.12	\$ 128.48	\$ 128.48
LVB25334	Canopy - Standard	1	\$ 572.00	20.00	\$ 114.40	\$ 457.60	\$ 457.60



JOHN DEERE

Selling Equipment

Quote Id: 7857521

Customer Name: TOWN OF FOUNTAIN HILLS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

ARIZONA MACHINERY, LLC
197 WEST WARNER ROAD
CHANDLER, AZ 85225
480-917-1540

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
LVB25783	Canopy Mounting Kit	1	\$ 73.70	20.00	\$ 14.74	\$ 58.96	\$ 58.96
Dealer Attachments Total			\$ 2,787.40		\$ 557.48	\$ 2,229.92	\$ 2,229.92
Suggested Price							\$ 43,853.92
Total Selling Price			\$ 54,817.40		\$ 10,963.48	\$ 43,853.92	\$ 43,853.92

JOHN DEERE 563 Non-Self-Leveling Loader

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: AZ Landscape & Utility Vehicles, Trailers & Equip
ASDPO13-035803

\$ 7,399.20

Price Effective Date: November 1, 2012

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2461P	563 Non-Self-Leveling Loader	1	\$ 8,904.00	20.00	\$ 1,780.80	\$ 7,123.20	\$ 7,123.20
Standard Options - Per Unit							
0595	Custom Configuration	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
1000	Mounting Frame	1	\$ -486.00	20.00	\$ -97.20	\$ -388.80	\$ -388.80
2010	2 Function - Hoses and Couplers	1	\$ -1,376.00	20.00	\$ -275.20	\$ -1,100.80	\$ -1,100.80
3095	Less Couplers	1	\$ -220.00	20.00	\$ -44.00	\$ -176.00	\$ -176.00
4095	Less Ballast Box	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
7010	John Deere 500 Style Carrier	1	\$ -170.00	20.00	\$ -34.00	\$ -136.00	\$ -136.00
8095	Less Bucket	1	\$ -814.00	20.00	\$ -162.80	\$ -651.20	\$ -651.20
9501	73 In. (1850 mm) Bale Grapple Bucket	1	\$ 3,168.00	20.00	\$ 633.60	\$ 2,534.40	\$ 2,534.40
9035	Hood Guard	1	\$ 243.00	20.00	\$ 48.60	\$ 194.40	\$ 194.40
Standard Options Total			\$ 345.00		\$ 69.00	\$ 276.00	\$ 276.00



JOHN DEERE

Selling Equipment

Quote Id: 7857521

Customer Name: TOWN OF FOUNTAIN HILLS

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

ARIZONA MACHINERY, LLC
197 WEST WARNER ROAD
CHANDLER, AZ 85225
480-917-1540

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
Suggested Price							\$ 7,399.20
Total Selling Price			\$ 9,249.00		\$ 1,849.80	\$ 7,399.20	\$ 7,399.20

Frontier BB4284H - 7 Ft. Hydraulic Scarifier Box Blade - High Back

Equipment Notes:

Hours:

Stock Number:

Selling Price *
\$ 4,739.20

Contract: AZ Landscape & Utility Vehicles, Trailers & Equip
ASDPO13-035803

Price Effective Date: November 5, 2012

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1112XF	BB4284H - 7 Ft. Hydraulic Scarifier Box Blade - High Back	1	\$ 3,799.00	20.00	\$ 759.80	\$ 3,039.20	\$ 3,039.20
Standard Options - Per Unit							
1000	Green	1	\$ 0.00	20.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
TTM5	Top and Tilt Cylinder	2	\$ 850.00	0.00	\$ 0.00	\$ 850.00	\$ 1,700.00
Dealer Attachments Total			\$ 850.00		\$ 0.00	\$ 850.00	\$ 1,700.00
Suggested Price							\$ 4,739.20
Total Selling Price			\$ 4,649.00		\$ 759.80	\$ 3,889.20	\$ 4,739.20



Quote ID :7857521 Customer Name : TOWN OF FOUNTAIN HILLS

Product features, prices and specifications are based on published information at the time of publication and are subject to change without notice. All trademarked terms, including John Deere, the leaping deer symbol and the colors green and yellow used herein are the property of Deere & Company, unless otherwise noted. Products, product features, and other content on this site may only be accurate for products marketed and sold in North America.
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Product Specification Details :

Manufacturer Model	John Deere 5085M (2012)
Official Test	
Nebraska Test Number	Factory observed
Engine	
Manufacturer	John Deere PowerTech PWX
Aspiration	Turbocharged
Cylinders/Displacement, cu. in. (liters)	4/276 (4.5)
Cylinder Liners	Wet Sleeved
Fuel Tank Cap., US Gal. (L) (Open; Cab)	---
Standard	29.8 (113); 36.2 (137)
Optional	40.4 (153); 46.8 (177)
Underhood muffler	Yes
Performance	
Advertised PTO HP (kW) @ Rated RPM	70 (52.2) @ 2100 per SAE
Official PTO HP (kW) @ Rated RPM	---
@ Standard PTO @ Eng RPM	---
Maximum @ Eng RPM	---
Advertised Engine HP (kW) @ Rated Speed	85 (63.3) @ 2100 per ISO 97/68/EC
Max Unballast Drwbr HP (kW) @ Eng RPM	---
Maximum Torque (PTO) @ RPM, lb-ft (Nm)	331 @ 1600
Max Torque Rise (80% Rtd Spd) @ Eng RPM	---
Maximum Torque Rise % (PTO) @ Eng RPM	35 @ 1600
Fuel Use, U.S. gal./hr. & HP hr./gal. at:	
PTO @ Rated Eng RPM	---
Standard PTO Speed @ Eng Speed	---
Maximum PTO Power @ Eng RPM	---
Maximum Engine Power @ Eng RPM	---
Max Unballasted Drawbar Power @ Eng RPM	---
75% Load, Full Engine RPM (Unballasted)	---
75% Load @ Reduced RPM (Unballasted)	---
Transmission	
Std. Transmission; Forward/Reverse	16F/16R PowrReverser
Opt. Transmission; Forward/Reverse	12F/4R SyncShuttle Plus, 32F/16R PowrReverser Plus
Reverser	Left Hand, Mechanical
On-the-Go Shifting (Yes/No/Partial)	Partial
Clutch; Wet/Dry	Wet
Creeper	16F/16R PowrReverser
Power Take-Off (PTO)	
Standard	Independent 540/540 Economy
Optional	540/540E/1000
PTO Speeds @ Engine RPM	540 @ 2100; 540E @ 1645
PTO Actuation	Electrohydraulic
Hydraulics	
Type	Open Center
Pump Rated Output, GPM (L/min.)	---
Standard	24.7 (93.6)
Optional	---
Rated Flow @ One SCV, GPM (L/min.)	18.4 (69.9)
Max Output @ SCV Couplers, GPM (L/min.)	---
Maximum Operating Pressure, PSI (kPa)	2900 (20000)
Maximum Hydraulic Power, HP (kW)	31.1 (23.2)
Hitch Draft Control Load Sense Type	Mechanical or Electrohydraulic
Remote Control Valves Available	0 (opt. 3)
Hitch Category (SAE Designation)	2; convertible to 1
Hitch Lift Cap. lb. (kg) @ "Bhnd Lift Pt.	---
OECD	---
Standard	4793 (2174)



Quote ID :7857521Customer Name : TOWN OF FOUNTAIN HILLS

Optional	5935 (2692)
Hitch Lift Cap. lb. (kg) @24" Bhd Lift Pt. (SAE)	---
Standard	---
Optional	---
Hitch Lift Cap. lb. (kg) @24" Bhd Lift Pt. (ASAE)	---
Standard	---
Optional	---
Sensing Type	Lower Link
Joystick SCV Control	Optional
Final Drive	
Type	Inboard Planetary
Differential Controls	Electrohydraulic
Availability	---
Front	No
Front & Rear	No
Engage On-the-Go Rear Differential Lock	Yes
Axle Type	Flanged
Brakes, Type and Control	Hydraulic Wet Disc
Operator Station	
Rollover Protective Structure, OOS	---
Rigid - Foldable - Telescopic	Foldable, 2-Post
Platform - Flat/Straddle	Flat
Gearshift Location - Console/Floor	Floor
Cab	---
Doors	2
Platform - Flat/Straddle	Flat
dB(A) Rating	80
Seat Suspension System	Mechanical (opt. Air Ride)
2WD Dimensions	
Wheelbase, in. (mm)	90.6 (2301.24)
Front Tread Range, in. (mm)	57.6 - 82.6 (1463 - 2098)
Rear Tread Range, in. (mm)	53.1 - 80.9 (1348-2054)
Minimum Rear Tread Setting, in. (mm)	53.1 (1348)
Front Axle Clearance, in. (mm)	18.8 (477.5)
Turning Radius w/Brakes, ft. (m)	11.2 (3.51)
Turning Radius w/o Brakes, ft. (m)	12.8 (3.90)
Unballasted Operating Weight, lb. (kg)	---
Approx. Ship Wgt, lb. (kg) Open; Cab	6900 (3130); 8200 (3719)
MFWD Dimensions	
Wheelbase, in. (mm)	90.6 (2301.24)
Front Tread Range, in. (mm)	52.8 - 75.0 (1340 - 1904)
Front Axle Clearance, in. (mm)	15.8 (401.3)
Turning Radius w/Brakes, ft. (m)	12.8 (3.9)
Turning Radius w/o Brakes, ft. (m)	14.4 (4.4)
Limited Slip Differential	Yes
Unballasted Operating Weight, lb. (kg)	---
Approx. Ship Wgt, lb. (kg) Open; Cab	7200 (3266); 8600 (3901)
4WD Dimensions	
Wheelbase, in. (mm)	---
Wheel Tread, Min. to Max. in. (mm)	---
Turning Radius w/o Brakes, ft. (m)	---
Nebraska Test Unballasted w/Duals, lb.(kg)	---
Unballasted Weight, lb. (kg)	---
Standard Tires	
2WD	---
Front	7.5-16 6PR F2
Rear	16.9-30 6PR R1
MFWD	---
Front	11.2-24 8PR R1
Rear	16.9-30 6PR R1
4WD	---
Track Widths	---
Miscellaneous	
Country of Manufacture	Augusta, GA
Ballasting Restrictions, lb. (kg)	---



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*Notes

Updated 9/30/2008

Hydraulics

5M hydraulic capacities can meet the needs of demanding tasks

5M Series Tractors feature an open-center hydraulic system plumbed identically on each tractor. The 3-point hitch has priority over all the hydraulic control valves, so an operator can raise an implement at the end of a pass to turn, without having to turn the remote hydraulics off.

The high-flow rate of the 5M Series, combined with the system's 2828-psi pressure, achieves excellent hydraulic performance and capacity. High loader breakout force is attained, so every drive into the feed pile results in a full bucket.

Fast cycle times result in time saved when operators are moving material; operators won't have to waste time while the loader bucket dumps. The system supplies plenty of flow for running hydraulic motors, which is one more example of the versatility available with the 5M Series Tractors.

Base Equipment On: 5M Series

	5065M	5075M	5085M	5100M	5100MH	5115M	5115ML
Steering pump (gpm)	6.3	6.3	6.3	6.3	6.3	6.3	6.3
Implement pump (gpm)	14.6	14.6	18.4	18.4	18.4	18.4	18.4
Total flow (gpm)	20.9	20.9	24.7	24.7	24.7	24.7	24.7
Maximum pressure—steering (psi)	2030	2030	2030	2030	2030	2030	2030
Maximum pressure—implement (psi)	2828	2828	2828	2828	2828	2828	2828

Base Equipment On: 5M Series

Differentials, axles, frame, and chassis

Mechanical-front-wheel-drive (MFWD) front axle provides traction on demand

Limited-slip, heavy-duty MFWD front axle with electrohydraulic control provides engage-on-the-go capability. Operators will receive additional traction at the very second it is demanded without the need to stop and thrust a bulky lever. An indicator light, located on the instrument panel, informs the operator that the MFWD is engaged.

The limited-slip solution unlocks the true potential of the axle allowing for increased drawbar pull and improved traction, even when one tire is in a slippery condition. This ensures the operator gets the required torque to the ground for the applications demand and frees the tractor to break out of a potential rutty situation, leaving cleaner fields and decreasing the need for pulling chains. The 4WD front axle also reduces wheel slippage with less tractor ballasting for reduced soil compaction, increased fuel economy and longer tire life.

The MFWD centerline design provides excellent maneuverability around the worksite and more crop clearance so producers aren't driving down their crop or profit. Additional versatility is proven when wheel treads are adjusted and with 6 degrees of

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caster angle and 55-degree turn angle, which results in a shorter turning radius and plenty of horsepower to turn around in tight places. 10 degrees of axle oscillation follows uneven terrain allowing for consistent performance and comfortable ride.

Axle oscillation also reduces the stress and maintenance cost on the axle spindles because loads are consistently spread across the entire axle. The centerline design also eliminates the need for drive shaft universal joints that require regular maintenance. Three grease points are conveniently located to minimize maintenance time while maximizing front axle performance.



Limited-slip, heavy-duty
MFWD front axle



Electrohydraulic
toggle-switch engagement

Base Equipment On: 5065M, 5075M, 5085M, 5100M, 5100MH, 5115M

Optional Equipment On: 5115ML

Attachment carrier

Changing attachments with the John Deere 500-style carrier

The John Deere quick-change attachment carrier allows one person to quickly change attachments without the use of tools.

Optional Equipment On: 553 NSL, 563 NSL, 563 SL Loaders

Step 1

With the bucket level or slightly rolled back, simply remove the retaining pins and place in storage position.



Retaining pin



Detail of indicated area
with pin in storage area

Optional Equipment On: 553 NSL, 563 NSL, 563 SL Loaders

Step 2



Roll the attachment
forward to disengage pins

Roll the attachment forward to disengage the lower pins.

Optional Equipment On: 553 NSL, 563 NSL, 563 SL Loaders

Step 3



Lower attachment to
ground-disengage top hooks

Lower the attachment to the ground to disengage the top hooks.

Optional Equipment On: 553 NSL, 563 NSL, 563 SL Loaders

Step 4

Back away.

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To install another attachment, simply reverse these steps.

Back away from attachment

Optional Equipment On: 553 NSL, 563 NSL, 563 SL Loaders



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