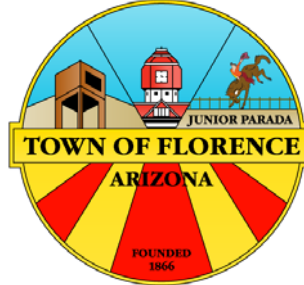


TOWN OF FLORENCE SPECIAL MEETING AGENDA

AMENDED AGENDA

Mayor Tara Walter
Vice-Mayor Vallarie Woolridge
Councilmember Bill Hawkins
Councilmember Becki Guilin
Councilmember John Anderson
Councilmember Karen Wall
Councilmember Kristen Larsen



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, June 18, 2018

5:00 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Special Meeting of the Florence Town Council will be held on Monday, June 18, 2018, at 5:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. CALL TO ORDER

2. ROLL CALL: Walter __, Woolridge__, Hawkins__, Guilin__, Anderson__, Wall____, Larsen__.

3. WORK SESSION WITH THE INDUSTRIAL DEVELOPMENT AUTHORITY

4. MOMENT OF SILENCE

5. PLEDGE OF ALLEGIANCE

6. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

7. PUBLIC HEARING AND PRESENTATION

- a. Public hearing to receive citizens' comments regarding the use of Fiscal Year 2018 Community Development Block Grant Regional Account/State Special Project funds, as required for submission of the grant application. (Jennifer Evans)
- b. Proclamation declaring July 2018 as Parks and Recreation Month in the Town of Florence. (Bryan Hughes)

8. CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. Authorization to purchase a 2018 Kubota M7060HDC12 4WD Tractor and CL-KUM1008 Rock Screen from Bingham Equipment Company (dba: Bobcat of Phoenix), through the Arizona State Cooperative Contract #ADSP018-202735, in an amount not to exceed \$41,994.74, per quote #015109. (Chris Salas)
- b. Authorization to renew the contract with Koko Entertainment, LLC, for Teen Leadership and Programming, in an amount not to exceed \$37,000. (Bryan Hughes)
- c. Authorization to entering into a three year IoT Security Agreement with Subex, Inc., in an amount not to exceed \$40,000 annually. (Trenton Shaffer)
- d. Approval of the May 7, May 21 and May 23, 2018 Town Council Meeting minutes.
- e. Receive and file the following board and commission minutes:
 - i. April 19, and May 17, 2018 Planning and Zoning Commission Meeting minutes.

9. UNFINISHED BUSINESS

- a. Ordinance No. 659-18: Second reading and Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30, SECTION 30.07, OF THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLED COMPENSATION OF MAYOR AND COUNCIL, EFFECTIVE JANUARY 1, 2019. (Brent Billingsley)
- b. Approval of the Services Agreement with Common Sense Consulting and Facilitation Agreement to provide assistance to the Greater Florence Chamber of Commerce with its strategic planning process. (Jennifer Evans)
- c. Discussion regarding transfer station services. (Benjamin Bitter)

10. NEW BUSINESS

- a. Ordinance No. 660-18: First reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY. (Joe Jarvis)
- b. Ordinance No. 661-18: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2 & 3) SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED

FROM FUNDS FOR STREET LIGHT OPERATIONAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY. (Joe Jarvis)

- c. Resolution No. 1668-18: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, VACATING, ABANDONING AND TRANSFERRING TITLE TO THE RIGHT-OF-WAY FOR A PORTION OF NORTH CENTER STREET ADJACENT TO THE ABUTTING PROPERTY OWNERS LOCATED AT 76 NORTH CENTER STREET ("LYON"), AND APPROVING AND ACCEPTING THE COMPENSATION PAID BY THE ABUTTING PROPERTY OWNERS AND OTHER CONSIDERATION FOR THE RIGHT-OF-WAY. (Brent Billingsley)
- d. Resolution No. 1669-18: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FISCAL YEAR 2018 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS. (Jennifer Evans)
- e. Resolution No. 1670-18: Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR A FISCAL YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION. (Jennifer Evans)
- f. Authorization to approve an Engagement Agreement with Ryley, Carlock, and Applewhite to represent the Town's interest in ACC Docket # WS-02987A-18-0050; WS02987A-17-0392 rate case and authorize expenditures in an amount not to exceed \$200,000 (Queen Creek will reimburse Florence for 50%). (Brent Billingsley)

11.MANAGER'S REPORT

12.CALL TO THE PUBLIC

13.CALL TO THE COUNCIL – CURRENT EVENTS ONLY

14.ADOURN TO EXECUTIVE SESSION

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Discussion and consultation regarding the Mutual Aid Agreement and Fire Operations outside the Town limits.
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- e. Discussion or consultation regarding Southeast Valley Regional Cooperative Intergovernmental Agreement for the Management, Operations and Planning for Effluent, Water and Wastewater Treatment Services in the Region between the Town of Florence and the Town of Queen Creek.
- f. **Discussion of purchase, sale or lease of real property and contract negotiations resulting from the closure of the Florence Hospital at Anthem.**

15. ADJOURN FROM EXECUTIVE SESSION.

16. ADJOURNMENT

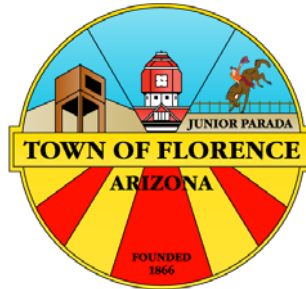
Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON JUNE 15, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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POSTED ON JUNE 14, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

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	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: June 18, 2018 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Public Hearing regarding the use of Fiscal Year 2018 Community Development Block Grant Regional Account/State Special Project Funds		<input type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

The Town Council to conduct a public hearing regarding the use of Fiscal Year 2018 Community Development Block Grant Regional Account (CDBG RA)/State Special Project (SSP) funds as required for submission of the grant application.

BACKGROUND/DISCUSSION:

To initiate the application process for CDBG RA and SSP funds, the Town must conduct at least two public hearings to obtain input from citizens, staff and elected officials for potential projects. The Town Council may consider the input to determine the project that will be submitted for CDBG RA and/or SSP funding. The first properly noticed public hearing was held at Florence Town Hall, on May 24, 2018 at 5:30 p.m. No one attended the first public hearing. This is the second mandatory public hearing that is also required to be held during a regular Town Council meeting. Both public hearings were properly noticed as required by the CDBG program.

The public hearing notice listed potential CDBG projects for consideration based on the top two funding allocation priorities of the Arizona Department of Housing. The State Department of Housing has allocated 54% of available funds on public infrastructure and facilities and 21% of its funds on improving the quality of housing stock. The projects listed are 1. Infrastructure Improvements – Waterline Replacement and 2. Owner-Occupied Housing Rehabilitation.

The agenda for this public hearing will include general program information about CDBG, the purpose of the program, a needs assessment, and the technical assistance and grievance procedure.

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

The Town is eligible to apply for \$331,031 in funds from the CDBG RA through the Arizona Department of Housing. The Town is required to commit matching funds that are budgeted in the Capital Improvement Project (CIP) Fund Budget.

ATTACHMENTS:

Public Hearing #2 Agenda

AGENDA

Public Hearing #2 – Community Development Block Grant FY2018/State Special Projects

6:00 p.m., Monday, June 18, 2018
Florence Town Hall

1. INTRODUCTION

- a. Sign-in Sheet**
- b. Handouts**

2. HEARING PROCESS

a. Program Information

- 1. Federal funds from Department of Housing and Urban Development
- 2. Available CDBG Funding FY 2018 (see handout)
- 3. Deadline is August 1, 2018

b. Purpose of Community Development Block Grant program (see brochure):

- 1. Distributed through Central Arizona Governments
 - a. Revitalizing neighborhoods
 - b. Economic Development
 - c. Providing improved community facilities and services
- 2. National Objective – Projects must meet one of the three National Objectives
 - a. Low-Mod
 - b. Limited Clientele
 - c. Job Creation
- 3. Types of Eligible Activities (see handout)
- 4. Types of Ineligible Activities (see handout)

c. Needs Assessment – Elected Officials, Staff, Agencies, Organizations or the Public

- 1. Public Input – Please state name, address, and whom you represent
- 2. Elected Officials and Staff input – identified by local elected officials and staff.
The Florence Town Council retains the authority to determine activities to be included in future proposed SSP projects.


d. File a Grievance or Complaint or Receive Technical Assistance

- 1. Submit Grievance/Complaint in writing – relating to application process

3. CLOSE HEARING

- a. Sign-in Sheet – be sure to sign sheet at back of room**
- b. Comments – fill out Comment Sheet**

4. ADJOURNMENT

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7b.
MEETING DATE: June 18, 2018 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Parks and Recreation Month Proclamation		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Proclaim July 2018 as Parks and Recreation Month in the Town of Florence and encourage residents to get outdoors and enjoy their community through parks and recreation.

BACKGROUND/DISCUSSION:

Since 1985, America has celebrated July as the nation's official Park and Recreation Month. This July discover your super powers at your local parks and rec! When we work together to further health and wellness, conservation and social equity efforts, awesome things happen!

The Town of Florence Parks and Recreation Department has numerous programs and activities that take place during the month of July, including the Fourth of July Freedom Fest and related activities, swimming lessons, summer camps, field trips and more.

A VOTE OF NO WOULD MEAN:

Not applicable

A VOTE OF YES WOULD MEAN:

Not applicable

FINANCIAL IMPACT:

None

ATTACHMENTS:

Parks and Recreation Month Proclamation

PROCLAMATION

PARK AND RECREATION MONTH

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including the Town of Florence; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Town of Florence recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT PROCLAIMED that I, Tara Walter, Mayor of the Town of Florence, do hereby proclaim July 2018 as Park and Recreation Month in the Town of Florence, Arizona and encourage residents to get outdoors and enjoy their community through parks and recreation.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8a.

MEETING DATE: June 18, 2018

DEPARTMENT: Development Services, Fleet Division

STAFF PRESENTER: Christopher A. Salas,
Development Services Director
Town Engineer

SUBJECT: Purchase of a 2018 Kubota M7060HDC12 4WD Tractor and CL-KUM1008 Rock Screen from Bingham Equipment Company (dba Bobcat of Phoenix)

- ☒ **Action**
- ☐ **Information Only**
- ☐ **Public Hearing**
- ☐ **Resolution**
- ☐ **Ordinance**
 - ☐ **Regulatory**
 - ☐ **1st Reading**
 - ☐ **2nd Reading**
- ☐ **Other**

STRATEGIC PLAN REFERENCE:

- ☐ Community Vitality
- ☐ Economic Prosperity
- ☐ Leadership and Governance
- ☐ Partnership and Relationships
- ☒ Transportation and Infrastructure
- ☐ Statutory
- ☐ None

RECOMMENDED MOTION/ACTION:

Authorization to purchase a 2018 Kubota M7060HDC12 4WD Tractor and CL-KUM1008 Rock Screen from Bingham Equipment Company (dba: Bobcat of Phoenix) through the Arizona State Cooperative Contract #ADSP018-202735, in an amount not to exceed \$41,994.74, per quote #015109.

BACKGROUND/DISCUSSION:

The Town of Florence needs to replace a 1996 John Deere tractor which is worn out and fairly unsafe to run. The new Kubota will be more efficient and safer to run. The enclosed cab will protect the exposure of the operator to weather, heat, bees, flying objects etc.

A VOTE OF NO WOULD MEAN:

A vote of no would mean costly repairs to keep the old John Deere tractor running with continued safety issues for the operator.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean a safer piece of equipment with less spent for upkeep.

FINANCIAL IMPACT:

The cost to purchase:

\$45,378.00	2018 Kubota M7060HDC12 4WD Tractor
(\$8,168.04)	AZ State Contract #ADSP018-202735 Discount
\$1,754.99	CL-KUM1008 Rock Screen
\$575.00	Labor & Freight
<u>\$2,454.79</u>	<u>Taxes</u>
<u>\$41,994.74</u>	<u>TOTAL EXPENDITURE</u>

The fixed fee proposed for this project has been negotiated by staff and compared to two independent estimates prepared by two separate companies.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of \$25,000 or More (specifically, 5.6321 of Vendor Selection).

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

ATTACHMENTS:

- Arizona Department of Administration Solicitation No. ADSPO-00007981
- Arizona Department of Administration/Bingham Equipment Company
dba Bobcat of Phoenix Contract No. ADSPO-18-202735 – Expires 5/8/2023
- Exhibit 1 – Scope of Work
- Bingham Insurance Certificate
- Bid Tabulation



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers, and Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 1: Solicitation Summary

1.0 What the State Is Soliciting

The Arizona Department of Administration, State Procurement Office division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to which in general terms includes implementing contracts for the purchasing of equipment from the landscape, lawn and garden, and utility equipment industries to replace the existing State contract set. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at:

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

The State anticipates implementing contracts for the purchasing of equipment from the landscape, lawn and garden, and utility equipment industries to replace the existing contract set. The estimated annual spend under the proposed contract set 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. 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. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What's in the Solicitation

Part 1	Section 1:Solicitation Summary	<i>ProcureAZ file #1: ADSP018-00007981_Solicitation Summary.PDF</i>
Part 2	Section 2-A:Scope of Work	<i>ProcureAZ file #2: ADSP018-00007981_RFP.PDF</i>
	Section 2-B: Pricing Document	
	Section 2-C:Special Terms and Conditions	
	Section 2-D:Uniform Terms and Conditions	
Part 3	Section 3-A: Instructions to Offerors	<i>ProcureAZ file #3: ADSP018-00007981_Offer_Forms.DOC</i>



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers, and Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 3-B: Offer forms

3.0 How and When Proposals Are Due

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

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

4.0 Pre-Offer Conference

The State will not conduct a Pre-Offer Conference for this Solicitation at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>); attendance is optional. Refer to paragraph 2.8 of the Instructions to Offerors for more information.

5.0 Inquiries

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

End of Section 1



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

Part 2: Scope, Pricing and Terms and Conditions

Table of Contents

SECTION 2-A: Scope of Work	2
1.0 PURPOSE AND BACKGROUND	2
2.0 SCOPE SUMMARY	2
3.0 SCOPE OF SERVICES	2
4.0 PRODUCT CATEGORIES	4
5.0 TRAINING	4
6.0 MANUALS	6
SECTION 2-B: Pricing Document	8
SECTION 2-C: Special Terms and Conditions	16
SECTION 2-D: Uniform Terms and Conditions	32



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-A: Scope of Work

1.0 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.

2.0 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.

3.0 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.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 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.

4.0 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.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 4.3 Athletic Field and Turf Equipment: Such as, but not limited to; aerators, ball field and bunker rakes, scrapers, stripers, 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 Utility Boxes: (Maximum capacity 70 cu. ft.) Such as, but not limited to; steel, aluminum or plastic construction, truck toolbox, construction site storage box (job box), storage drawer boxes for van and truck bed mounting;
- 4.11 Camper Shells: Such as but not limited to; fiberglass, thermoplastic, aluminum, canvas, etc.
- 4.12 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.
- 4.13 Towable: Such as, but not limited to; towable light towers, trailer mounted centrifugal pumps, pull behind generators and air compressors, etc.

5.0 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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 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.

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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.

6.0 MANUALS



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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.

A digital version of all manuals, with the exception of the operator's manual, shall be provided at no additional cost.

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.

EXHIBITS TO THE SCOPE DOCUMENT

Exhibit 1 Service Level Agreements

Exhibit 2 Bus Testing

Exhibit 3 Buy America

Exhibit 4 Certification Regarding Lobbying

Exhibit 5 Government Debarment and Suspension

End of section 2-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

SECTION 2-B: Pricing Document

1.0 Compensation

- 1.1 Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the "●" mark below:

<input checked="" type="radio"/>	Firm-Fixed-Price (refer to paragraph 1.1 below)
<input type="radio"/>	Unit Prices (refer to paragraph 1.2 below)
<input type="radio"/>	Contracted Labor Rates (refer to paragraph 1.3 below)
<input type="radio"/>	Cost Reimbursable (refer to paragraph 1.4 below)
<input type="radio"/>	Discount Off List or Catalog (refer to paragraph 1.5 below)

- 1.1 FIXED-PRICE. The firm-fixed-price (interchangeably referred to as lump sum or stipulated sum) is the amount or amounts shown or scheduled as such in Exhibit 1 to this Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the Work that it covers and will not be subject to any adjustment on the basis of Contractor's cost experience in performing under the Contract.

- 1.1.1 Except as expressly stated otherwise in the Solicitation, Contractor is, on the basis in subparagraph 1.2.2, deemed to have allowed in each firm-fixed price correct and sufficient amounts to cover all its obligations under or arising from the Contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the Work that it covers within any time for performance specified in the Scope Document (Section 2-A of the Solicitation Documents).
- 1.1.2 Contractor acknowledges that it has had the opportunity to visit those physical locations where the priced work is to be carried out and to understand and account for local conditions that might affect the Work, and has reviewed, verified, and interpreted for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by Persons other than State, and any necessary interfaces with others.
- 1.1.3 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.
- 1.1.4 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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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.

NOTE: An "item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

- 1.2 CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in Exhibit 1 to this Pricing Document.

- 1.2.1 The rates are deemed to be inclusive of the actual gross wages plus all:

- (a) applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;
- (b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;
- (c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);
- (d) Insurance coverages to be provided by Contractor under the Contract; and profit.

- 1.2.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

- 1.2.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

- 1.3 COST-REIMBURSEMENT. Under cost reimbursement compensation, State will pay Contractor for allowable incurred costs without any mark-up.

- 1.3.1 Reimbursable items consist of three components:

- (a) *Site Services, Logistics, and Utilities*. State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).
 - i. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess).
 - ii. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).
 - iii. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.
- (b) *Personnel-Related Expenses*. State will only reimburse for those items of personnel-related expense expressly indicated as a reimbursable item, and it is agreed that the costs of all other



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).

- i. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.
- ii. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State's travel policy, which is available at <https://gao.az.gov/travel>.
- iii. Contractor must obtain State's written approval prior to booking or going on any reimbursable travel.
- iv. Contractor will be reimbursed at the current Travel Policy rates.
- v. Contractor shall itemize all per diem and lodging charges.
- vi. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

1.4 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in .

1.4.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.4.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.4.3 Each catalog must:

- (a) bear the applicable State contract number;
- (b) list all materials or services Contractor is authorized to sell under the Contract;
- (c) not contain any items that are excluded from the Contract;
- (d) provide ordering information and contact information for customer support.

1.4.4 Each catalog and its accompanying price list must include for each item:

- (a) a part or model number, if applicable;
- (b) a complete and accurate description of the item;
- (c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;
- (d) a stock keeping unit (SKU) number (SKU), if applicable;
- (e) the item's unit of measure (UOM), if applicable; and
- (f) the quantity in the unit of measure (QUOM), if applicable.

1.4.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

- (a) The electronic versions are to be provided in ProcureAZ.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.
 - ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.
- (b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

- 2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in the pricing document associated with Section 3 Offer Forms, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.
- 2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
 - 2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
 - 2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.
- 2.2 **ANNUAL ADJUSTMENT.** No earlier than 30 (thirty) days before and no later than each anniversary of the effective date during the term of the Contract, either Contractor or State may request an adjustment to the contracted labor rates and reimbursable costs rates.
- 2.2.1 Each shall respond within 21 (twenty-one) days of the request.
 - 2.2.2 Any rates so adjusted will be:
 - (a) valid until the next anniversary;
 - (b) only apply to portions of the Work not yet carried out as of that date (i.e., they do not apply retroactively); and
 - (c) not reflected in Contractor's invoices until State provides its formal acceptance by issuing a Contract Amendment.
 - 2.2.3 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.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 2.2.4 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.
- 2.2.5 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
- 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.
- 2.3 SHIPPING. 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.
- 2.4 TAXES. Further to paragraph 4.3 of the Uniform Terms and Conditions.
- 2.5 UPCHARGES. Where the Exhibit 1 to this Pricing Document entitles Contractor to apply upcharges to a unit price or contracted labor rate, Contractor shall in every instance:
1. include the full upcharge amount in the quote it gives to the Eligible Agency or Co-Op Buyer;
 2. itemize upcharges and show them separately from each unit price or contracted labor rate in the quote it gives to the Eligible Agency or Co-Op Buyer; and
 3. provide an estimated amount where the exact upcharge cannot be precisely defined at the time of the order and follow the Eligible Agency or Co-Op Buyer instructions as to how and when to apply the estimate and actual amount.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

3.0 Funding

- 3.1 Further to paragraph 4.3 of the Uniform Terms and Conditions [Availability 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.

4.0 Invoicing

- 4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.
- 4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes (as a separate invoice line item)	●
Upcharge shipping/freight, etc. (as a separate invoice line item)	Materials only
Total invoice amount due	●

- 4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Order;
 2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 4.4 PRE-INVOICE REVIEW. Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 SUBMITTING INVOICES. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer on or before the 3rd day after delivery using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.6 DEFECTIVE INVOICES. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
- 4.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
 - (b) do not reference the correct State contract number; or
 - (c) are payable to any Person other than the Contractor.
- 4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.
- 4.7 INVOICING FOR TASK ORDERS. For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:
- 4. substantiation of hours worked using:
 - a. a detailed daily timesheet;
 - b. itemization to the task level; and
 - c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
 - 5. authorizations and receipts for all allowable reimbursable items being invoiced; and
 - 6. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 Payments

- 5.1 PAYMENT. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Article 4 of the Uniform Terms and Conditions.
- 5.2 JOINT CHECKS OR DIRECT PAY. applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 RECOVERY OF OVER-PAYMENT. If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 5.4 PAYMENTS TO SUBCONTRACTORS. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 PURCHASING CARD. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 AUTOMATED CLEARING HOUSE. applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:
<https://gao.az.gov/afis/vendor-information>

End of Section 2-B



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

SECTION 2-C: Special Terms and Conditions

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

1.0 Definition of Terms

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

- 1.1 Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).
- NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.2 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

- 3.1 Term of Contract** The term of the Contract will commence on the date indicated on the Acceptance and continue for one (1) year unless canceled, terminated, or permissibly extended.
- 3.2 Contract Extensions** State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.
- 3.3 Statewide Contract Provisions** The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.
- The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.
1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

1. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
2. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

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

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

4. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.
5. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.4 Multi-Use Provisions

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

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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

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

4.0 Costs and Payments

No modifications to uniform terms and conditions section

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Contractor shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Business Automobile Liability

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

• Combined Single Limit (CSL)	\$1,000,000
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a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	

• Each Accident	\$1,000,000
• Disease – Each Employee	\$1,000,000
• Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

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

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

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

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

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

Exceptions



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

1. New parts will have a one (1) year minimum warranty.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 General Provisions for Commodities

11.1 Applicability

Article 11 applies to the extent the Work is or includes Materials.

11.2 Off-Contract Materials

Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3 Compensation for Late Deliveries

Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them.

11.4 Indicate Shipping Costs on Order

If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Order price.

11.5 Current Products

Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

11.6 Maintain Comprehensive Selection

Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document.

11.7 Additional Products

State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.8 Discontinued Products

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).

11.9 Forced Substitutions

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2 LIABILITY. Unless stated otherwise in the Pricing Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.O.B. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Pricing Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Order, the Contractor will communicate expected delivery time to ASDB within 24 hours after Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

5. If the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
6. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
7. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
8. if the Contract is for unrestricted statewide use, then:
 - (a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
 - (b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

9. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
10. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
11. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18 Order Cancellation

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

12. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
13. reimburse Contractor for:
 - (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus 1 (one) additional business day; and
 - (b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and
14. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice plus 1 (one) business day or for any lost profits or opportunity.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services (Labor, Time and/or Effort)

12.1 Applicability

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

12.2 Comprehensive Services Offering

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

12.3 Additional Services

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

12.4 Off-Contract Services

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

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

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

12.8 Requirements at Services Location

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

12.9 Services Acceptance

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

12.10 Corrective Action Required

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

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

on any measures it determines within reason to be necessary for safety or protecting property and the environment.

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

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

- 14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

- (a) State reserves the right to elect to participate in the action at its own expense;
- (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- (c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

- (a) replace any infringing items with non-infringing ones;
- (b) obtain for State the right to continue using the infringing items; or
- (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

- 14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.
- 14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:
 - (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
 - (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
 - (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
- 14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

- 14.8.1 SPECIFIED DESIGN. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:
 - (a) modified or altered by anyone not authorized by Contractor to do so;
 - (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
 - (c) operated in a manner not within its intended use or environment.
- 14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:
 - (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
 - (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

(c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 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.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data:

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Section 2-C



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

SECTION 2-D: Uniform Terms and Conditions

1.0 Definition of Terms

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
<https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
 5. was attached to an Offer when submitted; and
 6. was included in the Accepted Offer.
- 1.6 Contract** "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.
- 1.7 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 1.11 Gratuity** "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.
- 1.12 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.13 Instructions to Offerors** "Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
- 1.14 Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":
7. "Release" or "Release Purchase Order" in ProcureAZ;
 8. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
- "purchase order" for buying by Co-Op Buyers, if co-op buying applies.
- 1.15 Pricing Document** "Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.16 ProcureAZ** "ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.
- NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- NOTE (2): The URL for ProcureAZ itself is:
<https://procure.az.gov/>
- 1.17 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor 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." Services includes Building Work and the service aspects of software described in paragraph 1.8.
- 1.18 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.19 State Fiscal Year** "State Fiscal Year" means the period beginning with July 1 and ending June 30.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- 1.20 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.21 Subcontract** "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.
- 1.22 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit ... "The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.23 Work** "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

- 2.1 Arizona Law** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Usage** Where the Contract:
1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is to be a reference only to Contractor as apart from Subcontractors;
 2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
 3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
 4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion,



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance;

5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.4 Contract Order of Precedence

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

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

- (a) Contract Amendments;
- (b) the Solicitation Documents, in the order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;
 - (3) Uniform Terms and Conditions;
 - (4) Scope of Work;
 - (5) Exhibits to the Scope of Work;
 - (6) Pricing Document;
 - (7) Exhibits to the Pricing Document;
 - (8) Specifications; and
 - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

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

2.5 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.

2.6 Severability

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

2.7 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.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

2.8 Independent Contractor

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

2.9 Complete Integration

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

3.0 Contract Administration and Operation

3.1 Books and Records

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

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

3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.2 Non-Discrimination

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

3.3 Audit

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

3.4 Facilities Inspection and Materials Testing

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

3.5 Contractor Licenses

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

3.6 Inspection and Testing

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

3.7 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall:

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

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

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

3.8 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

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

3.9 Click-Through Terms and Conditions

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

3.10 Ownership of Intellectual Property

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

(a) "Government Purpose Rights" are:

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

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

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

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

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

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

3.11 Subcontracts

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

3.12 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.

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

3.14 Orders

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

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

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

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

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

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

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

3.16 Work on State Premises

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

3.16.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

4.0 Costs and Payments

4.1 Payments

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

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

4.2 Applicable Taxes

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

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

4.3 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.

4.4 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:

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

4.4.2. Cancel the Contract; or

4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

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

5.2 Subcontracts

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

5.3 Assignment and Delegation

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

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

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Contract If the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Patent and Copyright Indemnification

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

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

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

6.3 Force Majeure

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

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6.5.4 **DEFAULT DIMINISHES RELIEF.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.4 Third Party
Antitrust
Violations**

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

7.0 Warranties

7.1 Liens

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

**7.1 Conformity to
Requirements**

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

7.2 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 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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7.7 Contractor Personnel

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

7.8 Intellectual Property

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

7.9 Licenses and Permits

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

7.10 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 [*Assignment and Delegation*] that expressly recognizes the event.

7.11 Performance in Public Health Emergency

Contractor warrants that it will:

5. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
6. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

7.12 Lobbying

7.7.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
 - ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.
- (b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.
- (c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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

7.13 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

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

8.2 Stop Work Order

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

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

8.3 Non-exclusive Remedies

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

8.4 Nonconforming Tender

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

8.5 Right of Offset

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

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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

9.2 Gratuities

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment

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

9.4 Termination for Convenience

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

9.5 Termination for Default

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

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

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

9.6 Continuation of Performance Through Termination

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

10.0 Contract Claims

10.1 Claim Resolution

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

10.2 Mandatory Arbitration

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

11.0 Arbitration

11.1 Arbitration

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

12.0 Data Exchange Security



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

13.0 Comments Welcome

13.1 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 401, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Part 3 of the Solicitation

CONTENTS:

SECTION 3-B: OFFER FORMS (ATTACHMENTS)	13
ATTACHMENT 1 OFFER AND ACCEPTANCE FORM	14
ATTACHMENT 2-A ... EXPERIENCE AND CAPACITY QUESTIONNAIRE.....	15
ATTACHMENT 2-B ... ORGANIZATION PROFILE	22
ATTACHMENT 3-A ... METHOD PROPOSAL (METHOD OF APPROACH).....	24
ATTACHMENT 3-B ... KEY PERSONNEL PROPOSAL	26
ATTACHMENT 3-C ... PROPOSED SUBCONTRACTORS.....	33
ATTACHMENT 3-D ... PERFORMANCE GUARANTEE. ERROR! BOOKMARK NOT DEFINED.	
ATTACHMENT 3-E ... BOYCOTT OF ISRAEL DISCLOSURE.....	36
ATTACHMENT 3-F TITLE	37
ATTACHMENT 4 PRICING DOCUMENT	38
ATTACHMENT 5-A ... CONFIDENTIAL INFORMATION DESIGNATION.....	39
ATTACHMENT 5-B ... CONFORMANCE STATEMENTS.....	42
ATTACHMENT 5-C ... INSURANCE AND BONDING EVIDENCE	46
ATTACHMENT 5-D ... OFFER CHECKLIST	47



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 3-A: Instructions to Offerors

1.0 Definition of Terms

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

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

2.0 Solicitation Inquiries

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2.2 State Contact Person

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

2.3 Submission of Inquiries

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

1. Submit technical inquiries about submitting proposals in ProcureAZ to the ProcureAZ Help Desk:
 - by phone at (602) 542-7600, option 1; or
 - by email to procure@azdoa.gov.
2. Submit all other inquiries about the Solicitation using the online form under the **"Q&A" tab for the Solicitation in ProcureAZ**. Always refer to the appropriate Solicitation document by page and paragraph number. Except for technical inquiries about submitting proposals, State is not responsible for responding to any inquiries submitted **less than 3 (three) business days before the offer due date and time**.

2.4 Timeliness

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

2.5 Verbal or Email Responses

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

2.6 Solicitation Amendments

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

2.7 Pre-Offer Conference

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

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

3.0 Offer Preparation

3.1 Online Documents

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

3.2 Electronic Submissions

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

**3.3 Deviations
in Offer**

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

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

**3.4 Evidence of
Intent**

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

**3.5 Exceptions to
Solicitation
Documents**

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

**3.6 Insurance
and Bonds**

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

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

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

**3.7 Identification of
Taxes in Offer**

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

3.8 Excise Tax

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

**3.9 Tax
Identification**

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

3.10 Disclosure

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

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

**3.11 Federal
Immigration
Laws**

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

**3.12 Cost of Offer
Preparation**

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

**3.13 Offshore
Performance of
Work Prohibited**

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

3.14 No Charge Items

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

3.15 No Bid Items

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

4.0 Submission of Offer

**4.1 Required Offer
Content**

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

**4.2 Attachment
Forms**

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

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

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

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

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

4.3 Pricing

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

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

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

4.4 Submission

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

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

4.5 Solicitation Amendments

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

4.6 Amending or Withdrawing

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

4.7 Confidential Information

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

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

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

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

4.8 Public Record

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

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

4.9 Offeror Certification

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

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

5.0 Responsibility; Responsiveness and Acceptability

5.1 Responsibility

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

5.2 Responsiveness and Acceptability

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

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

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

5.3 Eligibility for Evaluation and Negotiation

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

6.0 Evaluation of Offers

6.1 Offer Validity Period

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

6.2 Clarifications

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

6.3 Oral Presentations

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

6.4 Cost or Pricing Data

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

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

6.5 Evaluation Criteria

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

- 6.5.1 Methodology: and Method of Approach
- 6.5.2 Capacity of Offeror, Experience, and Qualifications
- 6.5.3 Cost.

6.6 Negotiations

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.

6.7 Financial Stability

You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

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

7.0 Award of Contract

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

8.0 Solicitation or Award Protests

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

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

9.0 Comments Welcome

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

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 401
Phoenix, Arizona, 85007

End of Section 3-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 3-B: Offer Forms (Attachments)

ATTACHMENT 1..... OFFER AND ACCEPTANCE FORM	14
ATTACHMENT 2-A ... EXPERIENCE AND CAPACITY QUESTIONNAIRE.....	15
ATTACHMENT 2-B ... ORGANIZATION PROFILE	22
ATTACHMENT 3-A ... METHOD PROPOSAL (METHOD OF APPROACH).....	24
ATTACHMENT 3-B ... KEY PERSONNEL PROPOSAL	26
ATTACHMENT 3-C ... PROPOSED SUBCONTRACTORS.....	33
ATTACHMENT 3-D ... PERFORMANCE GUARANTEE . ERROR! BOOKMARK NOT DEFINED.	
ATTACHMENT 3-E ... BOYCOTT OF ISRAEL DISCLOSURE.....	36
ATTACHMENT 3-F.... TITLE	37
ATTACHMENT 4 PRICING DOCUMENT	38
ATTACHMENT 5-A ... CONFIDENTIAL INFORMATION DESIGNATION.....	39
ATTACHMENT 5-B ... CONFORMANCE STATEMENTS.....	42
ATTACHMENT 5-C ... INSURANCE AND BONDING EVIDENCE	46
ATTACHMENT 5-D ... OFFER CHECKLIST	47

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Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **found. Call Center Services** in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

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

X

Offeror company name

Signature of person authorized to sign Offer

Initials

X

Address

X

Printed name and title

X

City | State | ZIP

X

Contact name and title

X

Federal tax identifier (EIN or SSN)

X

Contact Email Address

X

Contact phone number

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

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

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

State's Contract No. is: **ADSP018-00007981**

The effective date of the Contract is: date

Contract awarded date

Procurement Officer signature

Mackenzie Hix

Procurement Officer, Mackenzie Hix, CPPB, CTNS



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 2-A Experience and Capacity Questionnaire

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

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

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1: Provide a brief history and description of your company as well as any additional information that you feel is applicable to your qualifications and experience.

Offeror Response:

Question 2: Provide a narrative of Offeror's experience performing similar work as outlined in the Scope of Work. Include in the narrative at least three (3) prior contracts of similar scope. In describing each contract include innovative approaches, lessons learned and how any and challenges were addressed within the given contract scope and budget.

Offeror Response:

Question 3: Integrity of Company Structure - Disclosure

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

Offeror Response:

Question 4: Integrity of Company Structure - Disclosure

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

Offeror Response:

Question 5: Integrity of Company Structure - Disclosure

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

Offeror Response:



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Question 6: Integrity of Company Structure - Disclosure

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

Offeror Response:

Question 7: Integrity of Company Structure - Disclosure

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

Offeror Response:

Question 8: Integrity of Company Structure

Provide your company's formal disaster recovery plan.

Offeror Response:

Question 9: Integrity of Company Structure and Financial Reporting

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

Offeror Response:

Question 10: Integrity of Company Structure and Financial Reporting

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

Offeror Response:

Question 11: Integrity of Company Structure and Financial Reporting

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

Offeror Response:

Question 12: Length of time delivering these type of services



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

Offeror Response:

Question 13: Organizational Structure

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

Offeror Response:

Question 14: Proposal

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

Offeror Response:

Question 15: Public Sector Experience

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

Offeror Response:

Question 16: Qualifications and Experience

Provide a brief history and description of your company as well as any additional information that you feel is applicable to your qualifications and experience.

Offeror Response:

Question 17: Provide a narrative of Offeror's experience performing similar work as outlined in the Scope of Work.

Include in the narrative at least three (3) prior contracts of similar scope. In describing each contract include innovative approaches, lessons learned and how any and challenges were addressed within the given contract scope and budget.

Offeror Response:

Question 18: Include the following for each prior contract:

- ☐ Reference – responsible for work completed under prior contract, information should match those listed on Attachment 3
- ☐ Total pieces of equipment delivered



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

- ☐ Average delivery timeframe
- ☐ Total Cost of all equipment delivered

Offeror Response:

Question 19: Include the following for each prior contract:

- Reference – responsible for work completed under prior contract, information should match those listed on the Attachment 2-A Supplements table below
- Total pieces of equipment delivered
- Average delivery timeframe
- Total Cost of all equipment delivered

Offeror Response:



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

EXPERIENCE REFERENCES:

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

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

1	Client Company/Address	Contact	Begin Date	End Date
x		x	x	x
	Phone Number	Email Address		
x		x		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
x				
List job positions provided and technologies utilized to supplement services.				
x				

2	Client Company/Address	Contact	Begin Date	End Date
x		x	x	x
	Phone Number	Email Address		
x		x		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
x				
List job positions provided and technologies utilized to supplement services.				
x				



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x
	Phone Number	Email Address		
	x	x		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
x				
List job positions provided and technologies utilized to supplement services.				
x				

4	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x
	Phone Number	Email Address		
	x	x		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
x				
List job positions provided and technologies utilized to supplement services.				
x				

ATTACHMENT 2-A SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
1.	Enter or type "None"	x	x	x
2.	Enter or delete row if not needed			
3.	Enter or delete row if not needed			
4.	Enter or delete row if not needed			
5.	Enter or delete row if not needed			
6.	Enter or delete row if not needed			



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

7.	Enter or delete row if not needed			
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End of Attachment 2-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 2-B Organization Profile

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

ORGANIZATION PROFILE

Firm Name	x	Year established	x	
Principal address (street, city, state)	x			
Entity type:	x	Structure:	x	
Branch or Division:	x	Parent:	x	
Years of experience providing goods similar in type and quantity as required by this Solicitation.			x	
Years of experience performing services similar in size and scope as required by this Solicitation.			x	
Years the organization has conducted business in Arizona.			x	
Contract Representatives to Contact				
	Name	Title	Telephone Number	E-Mail Address
8.	x	x	x	x
9.	x	x	x	x
10	x	x	x	x
Licenses/Certifications				
	Description	Issuer	Number	Expiration
11				
12				
13				
14				
15				
16				
17				
Financial Information (attach financial statements with income/balance sheets as Supplements)				
	Rating/Issuer	Score/Rank	Date	
18				
19				
20				



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Capacity				
	Location	Work Performed	Number Staff	Capacity
21				
22				
23				
24				
25				

ATTACHMENT 2-B SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
26.	Enter or type "None"	x	x	x
27.	Enter or delete row if not needed			
28.	Enter or delete row if not needed			
29.	Enter or delete row if not needed			
30.	Enter or delete row if not needed			
31.	Enter or delete row if not needed			
32.	Enter or delete row if not needed			

End of Attachment 2-B



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 3-A Method Proposal (Method of Approach)

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

Question 1: Offerors shall identify and describe their equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

- Provide Identification and description of equipment categories offered
- Provide Identification and description of sub categories
- Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation.
- Identify accessories, parts, services, etc. that are available through the Manufacturer
- Identify accessories, parts, services, etc. that are available through the authorized dealer
- Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered

ATTACHMENT 3-A SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
33.	Enter or type "None"	x	x	x
34.	Enter or delete row if not needed			
35.	Enter or delete row if not needed			
36.	Enter or delete row if not needed			
37.	Enter or delete row if not needed			
38.	Enter or delete row if not needed			
39.	Enter or delete row if not needed			



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

End of Attachment 3-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-B Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.**

1	Name:	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2	Name:	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3	Name:	x	How long with company?	x years
	Current position in company:	x	How long in position?	x years
	Position for the Services:	x	How much of time will be dedicated to the Services?	x %
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

4	Name:	<input checked="" type="checkbox"/>	How long with company?	<input checked="" type="checkbox"/> years
	Current position in company:	<input checked="" type="checkbox"/>	Current position in company:	<input checked="" type="checkbox"/>
	Position for the Services:	<input checked="" type="checkbox"/>	Position for the Services:	<input checked="" type="checkbox"/>
	What primary functions will be assigned?	<input checked="" type="checkbox"/>		
	Describe person's experience in performing services like those that are to be assigned:	<input checked="" type="checkbox"/>		
	List person's job-related training and education:	<input checked="" type="checkbox"/>		
	Resume:	filename		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

5	Name:	x	How long with company?	x years
	Current position in company:	x	Current position in company:	x
	Position for the Services:	x	Position for the Services:	x
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6	Name:	x	How long with company?	x years
	Current position in company:	x	Current position in company:	x
	Position for the Services:	x	Position for the Services:	x
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

7	Name:	x	How long with company?	x years
	Current position in company:	x	Current position in company:	x
	Position for the Services:	x	Position for the Services:	x
	What primary functions will be assigned?	x		
	Describe person's experience in performing services like those that are to be assigned:	x		
	List person's job-related training and education:	x		
	Resume:	filename		

End of Attachment 3-B



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 3-C Proposed Subcontractors

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

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

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

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

☐ YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
40.	Name	select		
41.	Name	select		
42.	Name	select		
43.	Name	select		
44.	Name	select		
45.	Name	select		
46.	Name	select		
47.	Name	select		
48.	Name	select		
49.	Name	select		

ATTACHMENT 3-C SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
50.	Enter or type "None for Sub #1"	x	x	x
51.	Enter or type "None for Sub #2"	x	x	x
52.	Enter or type "None for Sub #3"	x	x	x
53.	Enter or type "None for Sub #4"	x	x	x



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

	Title	Document Date	No. of pages	Purpose in Offer
54.	Enter or type "None for Sub #5"	x	x	x
55.	Enter or type "None for Sub #6"	x	x	x
56.	Enter or type "None for Sub #7"	x	x	x
57.	Enter or type "None for Sub #8"	x	x	x
58.	Enter or type "None for Sub #9"	x	x	x
59.	Enter or type "None for Sub #10"	x	x	x

End of Attachment 3-C



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-E Boycott of Israel Disclosure

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

As defined by A.R.S. §35-393.01:

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

All offerors must select one of the following:

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

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

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

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

End of Attachment 3-E



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 3-F Title

ATTACHMENT 3-F SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
60.	Enter or type "None"	x	x	x
61.	Enter or delete row if not needed			
62.	Enter or delete row if not needed			
63.	Enter or delete row if not needed			
64.	Enter or delete row if not needed			
65.	Enter or delete row if not needed			
66.	Enter or delete row if not needed			

End of Attachment 3-F



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 4 Pricing Document

Please reference the Excel Pricing Document attached in the Solicitation bid number ADSP018-00007981 and fill out accordingly.

Below, list catalog pricing with future expansions of product lines. List catalog pricing in list form with discount off LIST in cost submittal.

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

	Title	Document Date	No. of pages	Purpose in Offer
67.	Enter or type "None"	x	x	x
68.	Enter or delete row if not needed			
69.	Enter or delete row if not needed			
70.	Enter or delete row if not needed			
71.	Enter or delete row if not needed			
72.	Enter or delete row if not needed			
73.	Enter or delete row if not needed			

End of Attachment 4



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-A Confidential Information Designation

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

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

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

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

<input type="radio"/>	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
<input type="radio"/>	This response DOES contain trade secret information because it contains information that: <ol style="list-style-type: none">1. Is a formula, pattern, compilation, program, device, method, technique or process, AND2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

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

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

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

X

Offeror Company Name

X

Address

X

City State Zip

Signature of Authorized Person

X

Printed Name

X

Title



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-A SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
1.	Enter or type "None"	x	x	x
2.	Enter or delete row if not needed			
3.	Enter or delete row if not needed			
4.	Enter or delete row if not needed			
5.	Enter or delete row if not needed			
6.	Enter or delete row if not needed			
7.	Enter or delete row if not needed			

End of Attachment 5-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

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

PROVIDED FOR REFERENCE ONLY

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-B Conformance Statements

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

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

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

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

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

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

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

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

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

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 1-A: Solicitation Details		
x	x	x
x	x	x
x	x	x
Section 1-B: Instructions to Offerors		
x	x	x
x	x	x
x	x	x

Company Name

Signature of Person Authorized to Sign



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work (Technical Document)		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x
Section 2-B: Commercial Document		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Company Name

Signature of Person Authorized to Sign



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
x	x	x
x	x	x
x	x	x
x	x	x
x	x	x

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
x	x	x
x	x	x
x	x	x

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 5-C Insurance and Bonding Evidence

Offeror Response:

Click here to enter your response.

ATTACHMENT 5-C SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
74.	Enter or type "None"	x	x	x
75.	Enter or delete row if not needed			
76.	Enter or delete row if not needed			
77.	Enter or delete row if not needed			
78.	Enter or delete row if not needed			
79.	Enter or delete row if not needed			
80.	Enter or delete row if not needed			

End of Attachment 5-C



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 5-D Offer Checklist

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

	DOCUMENT	SUBMITTED
81.	Attachment 1: Offer and Acceptance Form	<input type="checkbox"/> YES <input type="checkbox"/> no
82.	Attachment 2-A: Experience and Capacity Questionnaire	<input type="checkbox"/> YES <input type="checkbox"/> no
83.	Attachment 2-B: Organization Profile	<input type="checkbox"/> YES <input type="checkbox"/> no
84.	Attachment 3-A: Method Proposal	<input type="checkbox"/> YES <input type="checkbox"/> no
85.	Attachment 3-B: Key Personnel Proposal	<input type="checkbox"/> YES <input type="checkbox"/> no
86.	Attachment 3-C: Proposed Subcontractors	<input type="checkbox"/> YES <input type="checkbox"/> no
87.	Attachment 3-D: Error! Reference source not found.	N/A
88.	Attachment 3-E: Israel Boycott Disclosure	<input type="checkbox"/> YES <input type="checkbox"/> no
89.	Attachment 4: Pricing Document	<input type="checkbox"/> YES <input type="checkbox"/> no
90.	Attachment 5-A: Confidential Information Designation	<input type="checkbox"/> YES <input type="checkbox"/> no
91.	Attachment 5-B: Conformance Statements	<input type="checkbox"/> YES <input type="checkbox"/> no
92.	Attachment 5-C: Insurance and Bonding Evidence	<input type="checkbox"/> YES <input type="checkbox"/> no
93.	Attachment 5-C: Offer Checklist	<input type="checkbox"/> YES <input type="checkbox"/> no

End of Attachment 5-D

End of Section 3-B

End of Part 3



EXHIBIT I

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

Solicitation No.: **ADSP018-00007981**

PAGE
1

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

OF
1

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 401
Phoenix, AZ 85007

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)

Solicitation No.: **ADSP018-00007981**

PAGE
1

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

OF
1

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

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.)

Solicitation No.: **ADSP018-00007981**

PAGE
1

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

OF
1

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

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____



EXHIBIT IV

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

Solicitation No.: **ADSP018-00007981**

PAGE
1

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

OF
1

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

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: _____

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 1: Lawn and Garden Equipment

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 2: Mowers

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 3: Athletic Field and Turf Equipment

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 4: Sprayers

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 5: Brush or Wood Chippers

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 6: Tractors

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 7: Compact Excavators

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 8: Utility Trailers

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 9: Utility Vehicles

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 10: Utility boxes

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 11: Camper Shells

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 12: All-Terrain Vehicles (ATV)

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: _____

Category 13: Towable

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website



Solicitation Amendment

Solicitation No.: ADSPO17-00007981

Amendment 1

Date: April 9, 2018

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

Pursuant to the Uniform Instructions to Offerors, Section 4.5, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The State will amend the error of two (2) 4.11 sections to 4.11, 4.12, and 4.13 in section 2-A Scope of Work.
2. The State will add a category 13 tab to the pricing sheet to amend for the above mentioned section error in section 2-A Scope of Work.

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

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



Solicitation Amendment

Solicitation No.: ADSP018-00007981

Amendment No.: 02

Date: April 13, 2018

State of Arizona

State Procurement Office

100 N. 15TH Avenue, Suite 402

Phoenix, AZ 85007

In accordance with Uniform Instructions to Offerors, Section 4.5, Solicitation Amendments, the above mentioned solicitation is hereby amended as follows:

1. Bid Opening Date (Due Date) has been extended till April 13, 2018 at 3:00 PM MST, from 9:33 AM MST.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS, and INSTRUCTIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT

This Solicitation Amendment shall be acknowledged in the State's eProcurement system, ProcureAZ no later than the Offer due date and time.

62294 Volta Logistics
 48090 Kraftsman, Inc.
 9 SANDS CHEVROLET
 29882 Samson Body Shop Inc.
 8493 EARNHARDT FORD
 31982 Wamar Technologies LLC
 34479 CARQUEST Auto Parts of Chandler
 24346 PRO ATV
 30482 Big M Motorsports
 58192 ReviverMx, Inc.
 22259 Colby Welding & Radiator, Inc.
 3430 Advanced Integrated Mileage solutions, LLC
 25003 Kempton Chevrolet Buick
 42850 The Auto Shop Inc
 58257 The Yadin Company, Inc.
 35307 Tates Auto Center of Winslow
 30570 American RV Service & Supply (aka Ronnies American RV)
 55364 SnoDepot
 2008 MOHAWK LTD
 936 UTILITY TRAILER SALES COMPANY OF ARIZONA
 29959 Watley Holdings Inc DBA Al's Rim Auto And Towing
 11760 CLIFFS WELDING INC
 1751 Globe Trailer Manufacturing, Inc.
 29924 B & B Sandblasting
 13136 Tri-City Automotive
 22963 LSherill
 8502 QUALITY S MANUFACTURING INC
 57992 RH Construction Specialties
 44879 Freightliner of Arizona LLC
 9E+09 FREIGHTLINER STERLING WESTERN STAR OF ARIZONA
 44152 West Valley Tires LLC
 22816 Snotslinger Inc.
 22730 Thorobred Chevrolet, inc
 15023 Desert Automotive LLC.
 3608 Onvia
 33287 Earnhardt Honda
 59370 Auto Safety House
 33832 Impact Mobile Maintenance LLC
 21785 Chapman Scottsdale Autoplex Ilc
 36986 Larry Green Auto Center
 64127 top of the line
 8823 DEK AUTO PARTS LLC
 4611 Dusty Duds Excavation, Inc.
 30080 Arizona Truck & Coach LLC
 19179 Run Cool Hood Louvers
 7957 KB WELDING INC
 25412 Waste Systems Supply
 10956 INTERSTATE WRECK REBUILDERS
 49756 Highway 387 Automotive
 11581 Carquest Auto Parts
 9E+09 WW GRAINGER INC
 9E+09 ARNOLD MACHINERY COMPANY
 11688 COCHISE MOTORSPORTS INC
 9E+09 TUNGLAND CORP
 4390 PTO SALES
 9E+09 RDO EQUIPMENT CO
 10401 JIM CLICK AUTOMOTIVE GROUP
 26106 Carolina Trailers & Equipment
 37040 MD Automotive LLC dba Meineke Car Care Center 4291
 1248 NOMAD GLOBAL COMMUNICATION SOLUTIONS, INC.
 5900 SUPERSTITION TRAILERS LLC
 8413 GARY A MANDOSKE
 11729 SHOW LOW MOTORSPORTS INC
 22817 Southwest Diesel & Electrical Corp
 1334 WATSON CHEVROLET INC
 5246 TARPING SYSTEMS, INC
 42201 Ken Garff West Valley Chrysler Jeep Dodge Ram
 13299 Alpine Garage LLC
 56259 IEH Auto Parts LLC
 8291 NAPA AUTO PARTS-BUCKEYE LLC
 28604 MRCS
 22291 Felling Trailers Inc.
 7121 Automotive Group
 50832 American Equipment Services

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 3961 USD INC
 53393 rolling art
 9374 Operational Performance Systems
 28938 Scotty and Son Towing & Auto Ctr.
 44621 Hays Trailer Sales
 7880 al's rv service & supply
 5465 precision alignment and brake
 9734 SUPERIOR TIRE
 52808 Total Quality Logistics, LLC
 63712 Hard-Line USA
 6539 RMC L.L.C.
 7799 argofab
 42206 RV Renovators
 40321 SHOWCASE MOTORS LTD
 10519 Mobilexhibit Corporation
 3246 FLEETPRIDE INC
 6476 Arrow Truck Sales
 40220 CLF Warehouse
 5276 GENUINE PARTS CO NAPA
 41256 Integrity Automotive & Integrity Diesel
 8315 COCHISE AUTO PARTS INC
 12282 Trotter's RV
 54872 Oxendine LLC
 11143 Boulevard Sales & Services
 9E+09 SKY CONSTRUCTION AND ENGINEERING INC
 3314 Arnold's Mobile Welding
 113 INLAND KENWORTH
 12600 Identifix, Inc.
 28541 Mobile Maintenance and Towing, LLC
 56227 Enhanced Diesel Repair
 51839 Communications Laboratories, Inc.
 5564 1ST CHOICE TRUCK REPAIR
 46997 Jim's Alignment & Brake Service, Inc.
 57288 Driver Industrial
 9E+09 COURTESY CHEVROLET
 29377 EVERETT R SMITH
 23349 Parts Authority Arizona LLC d/b/a/ Pro Auto Parts
 4739 UTILITY TRAILER SALES COMPANY OF ARIZONA
 27437 United Iron Works & Truck Body, LLC
 12398 Aspen Tire & Oil
 16930 LKQ All Models Corp.
 2189 DRAKE EQUIPMENT OF ARIZONA
 28243 A.C.E.S.
 7061 Atlanta Custom Coach, Inc.
 60740 CP COMPANY
 45784 Benson Autobody, INC.
 17433 Big Tex Trailer World
 3145 Family Auto Body & Truck Service Center
 31522 BELLMONT TRUCK REPAIR & TOWING INC
 33569 Transit Auto Parts LLC
 9E+09 W W WILLIAMS
 62549 ELC Trucking LLC
 56933 Allard Collision
 36612 DESM LLC dba Construction Trucks and Equipment
 14075 Walt's Body & Paint LLC
 32857 Truck Equipment Associates
 23144 LTTLES KANAB TIRE
 57196 PABLO DAVID SANABRIA SOLIS
 32180 Affordable Automotive RV and Marine LLC
 9E+09 FLORENCE TRUE VALUE HARDWARE & COMMERCIAL SUPPLY
 34978 Arizona Government Strategies
 34358 Fire Research Corp.
 3584 ARIZONA GENERATOR TECHNOLOGY dba GENTECH
 48539 harry duffield
 10603 WESTPAC HEAVY DUTY INC
 5084 Universal Fog Systems Inc.
 46590 Murphys Towing & Automotive Services, LLC
 45021 Insurance Auto Auction Inc
 51843 BRW Truck Repair llc
 6288 O'Reilly Auto Parts
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 57519 Snowflake Tire And Auto
 16588 Liberty GMC
 2539 Star Distributing
 18515 LANE'S ALIGN & AUTO CARE
 41593 J&S Diesel LLC
 18490 Buck's R.V. Mobile Service
 53269 RELIABLE TRAILER SALES LLC
 7835 ARIZONA STATE TRAILER SALES INC
 25853 Applied Industrial Technologies - CA LLC
 18272 Sonoita Auto Service Center
 60890 Polar Service Centers
 1578 AutoNation
 11641 Sun Devil Auto Parts Inc
 25319 Utility Trailer Sales Company of Arizona
 20139 cherokee rentals
 4996 JIM BABBITT FORD L M LLC
 30979 Titan Machinery, Inc.
 27928 G's Auto Body
 27944 PREMIER SOLUTIONS INTERNATIONAL LLC
 7488 I-10 INTERNATIONAL TRUCKS
 44876 Hahn Automotive Warehouse Inc
 47049 AZ WELDING EQUIPMENT
 34587 BEST AUTO RV & TRUCK REPAIR
 32550 Adventure Trailers Inc
 49405 abcl holdings llc dba napa mesquite
 49951 Greenway Family Auto
 29988 Quality Vans and Specialty Vehicles
 21359 Robert Davis and Son
 9464 FRONTIER TOWING SERVICE INC
 32407 Little and Little LLC
 22697 All American Trailer Connection
 55591 Interstate Tire N Auto, LLC
 19930 Keyesport Manufacturing
 48223 Andy's American Glass LLC
 29502 J&S Holdings Company, LLC
 26306 Access Freeway Automotive
 43191 ACE AUTO COLLISION AND PAINT SERVICES INC.
 12147 DPGS Inc.
 15518 Chapman Ford LLC
 50288 H & H Diesel Performance
 22364 Fleetwest Transferable Truck Bodies
 29007 MARCS INC
 7945 APACHE SANDS SERVICE CENTER INC
 57554 ROAD SERVICE, LLC
 36517 Morcomb Diesel and Electric
 19568 Ranchscapes
 6907 BB&J ENTERPRISES INC
 7120 Diversified Truck & Equipment Sales, Inc.
 25087 usregistryconnect
 25824 Arizona Northwest RV-Marine
 39975 Chassis Dynamics LLC
 25917 MR Trailer Sales, Inc
 31057 All Pro Fleet Painting
 21510 Wayne's Inc.
 32248 Southwest Upfitters
 31650 TCI Remarketing Group LLC
 12386 Star Island Motorsports
 5563 ARNOLD MACHINERY COMPANY
 5497 O RIELLY CHEVROLET
 21144 D&G COMPLETE AUTOMOTIVE
 40802 Chaney's Collision Center
 36649 Redington Land & Cattle
 49073 TriVan Truck Body
 8468 RWC INTERNATIONAL LTD
 10132 CHAPMAN AUTO CENTER LLC
 23445 ARI
 15088 Madison Truck Equipment, Inc.
 37201 JacksSons Trailers
 14873 Campers Barn
 10101 GENERAL PARTS INC
 6716 Class C Solutions Group
 35634 chuck sandoval inc.
 13531 Earth Mover Tire Sales, Inc.

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 45830 one stop auto kingman llc
 53452 Royal Truck Body
 6531 WESTERN TRUCK EQUIPMENT CO INC
 58735 ADVANTAGE WEST GOVERNMENT PRODUCT SOLUTIONS
 22212 P&M Trailer Sales
 60317 Del's Wheels & Deals, LLC
 48199 ACDelco
 9E+09 ARIZONA TRUCK CENTER INC
 10854 Safford Auto Supply LLC
 9E+09 URS SOUTHWEST INC
 6829 LDV, Inc
 28999 Bishops Trailer Sales LLC
 52323 Ford Motor Company
 36765 Rolling Rocks Trucking
 29919 GENUINE PARTS CO NAPA
 7943 Sherwin Williams AFC
 15044 GT Aerofab
 56159 Davenport Diesel Repair
 43121 Butler Trailer MFG West, Inc.
 14302 Inland Kenworth Tucson Branch
 2218 SIX POINTS HARDWARE INC
 55517 Tire Pros Chandler
 57263 Spectrac Suspension Center
 2316 GALPIN FORD
 5581 ROK Brothers Inc.
 19048 Shook Mobile Technology
 13521 Overbilt Trailer Company
 12283 Haralson Tire Co., Inc.
 18524 Alex's Tires Inc
 9827 Landoll Corporation
 10899 Tomd
 38838 NAPA Auto Parts
 32695 Imperial Trailer Sales & Livestock Supply, Inc.
 9613 JML EQUIPMENT REPAIR LLC
 33893 Phantom Fabrication LLC
 12625 RKI, Inc.
 38761 APN Staffing & Employment Solutions
 51639 ELITE SALES AND SERVICE LLC
 31564 Interstate Trailers Inc.
 56135 EZ STAK
 38576 Contractors Crane
 43372 Border International Truck and Trailer sales of Tucson
 50631 STERLING WRIGHT DBA WRIGHT MOBILE REPAIR SERVICE
 32466 Federal Contracts Corp
 3222 A TO Z EQUIPMENT RENTALS & SALES
 55103 Davis Boys Inc.
 3787 COMMERCIAL VAN INTERIORS INC
 59184 Red Hot Logistics, Inc
 53072 Lamar Construction and Trucking Company
 53468 TEC Equipment
 4909 UTILITY CRANE AND EQUIPMENT
 59222 MDS ON-SITE SERVICE AND REPAIR LLC
 24967 XL Trailers
 44095 Signature Gate Systems and Welding, LLC
 8092 CARMEL ENTERPRISES INC
 36568 verde inc
 46455 Mayer Truck and Auto Repair
 55202 Quincy & Ellington Logistics LLC
 170 FLEMING TRAILERS INC
 8045 METRO MOTORCYCLES INC
 32601 Teton Welding & Manufacturing
 58175 Major Event Trailers
 7143 MICHAEL ROBERT WICKS
 24714 Farber Specialty Vehicles
 5373 MADDOCK MACHINERY CORP
 9E+09 BINGHAM EQUIPMENT COMPANY dba Bobcat of Phoenix
 41672 Firestone Complete Auto Care
 16888 Summit Fire District
 61010 Del Rio Land and Cattle Co.
 14477 Pete Nelson Automotive
 32914 Steve
 48109 TITAN ASE LLC
 3743 Complete Tractor Services, LLC

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43664 RELIABLE INVESTMENTS LLC	Hector De Leon (hector@reliableinvestmentsllc.com)
47224 PDS AUTOMOTIVE INC.	ALJOSA BEUKOVIC (AL_BEUK@HOTMAIL.COM)
28470 Trans-West, Inc	Gene Deych (gdeych@transwest.com)
5068 Tucson Trailer Company Inc.	Patrick Conway (tucsontrailercompany@yahoo.com)
9E+09 BIG TEX TRAILER MESA	Loren Biehl (lorenb@bigtextrailers.com)
31898 b and l custom towing inc	william phillips (bill529@ymail.com)
52968 Todd Equipment, Inc.	Bill Moquin (toddsparts@gmail.com)
4397 PERFORMANCE RADIATOR PACIFIC LLC	Ed Armand (eda@performanceradiator.com)
25972 LINE-X of Avondale	Mike Federico (line-xavondale@live.com)
46164 4 State Trucks, Inc.	Brad Harrison (bharrison@4statetrucks.com)
22663 MOGOLLON AUTO PARTS	Barbara Grobelny (napashowlow@yahoo.com)
9803 MARINE WHOLESale	Zachary Lewis (zlewis@marinewholesaleinc.com)
56660 Evolution Auto LLC	Michael Dragon (Michael@evoautoaz.com)
9368 LIGHTHOUSE INC	Melanie Serpa (melanie@thelighthouseinc.com)
7844 Tire Centers LLC	Mike Ingalls (mike.ingalls@tirecenters.com)
31060 Xcentrix Motorsports and Fabrication LLC	Chad Lien (xmfccontact@gmail.com)
9E+09 CUMMINS ROCKY MOUNTAIN LLC	Phil Cochren (phil.cochren@cummins.com)
17937 Archive Data Solutions	Brandon Creek (brandon.creek@archivedata.com)
57493 Cummins Sales and Service	Phil Cochren (phil.cochren@cummins.com)
26441 Jack's Gov't Surplus, inc	Jack Martin (jacgovsur@msn.com)
11684 BG Enterprise	Boyd Gledhill (boydgledhill@msn.com)
53334 JMC Equipment, LLC	Juan Chavez (jchavez@jmcautomotiveequipment.com)
8366 LKQ Keystone Corporation	Michael Barbour (nltobergta@lkqcorp.com)
8116 SPRINGERVILLE AUTO SUPPLY INC	John Lang (valleyauto@frontiernet.net)
13421 Paragon Enterprises, Inc. DBA: Advanced Auto Service & Tire Cent	Christine McKinney (Chris.McKinney@advancedauto.com)
25813 Sierra Cycles	Barry Levitt (balevitt@msn.com)
1496 APC EQUIPMENT AND MFG INC	KRIS FRENCH (kris@apcequipment.com)
8430 CANYON STATE BUS SALES INC	John Barrington (john@canyonstatebus.com)
37172 FINDLAY MOTOR COMPANY	ROBIN HECKENLIABLE (spollock@findlayauto.com)

Solicitation: name xxxxxx: number ADSP0YY-0000XXXX Question & Answers

QUESTIONS / ANSWERS

	Date	User / Company	Question Subject	Question	Answer (Grey – updated ProcureAZ)
1	03/21/2018	Stacy Roelfs/Exmark Mfg. Co. Inc.	Product Categories	The categories in the RFP do not match up with those shown in the Quote tool. How should we fill out the online quote for categories not listed in the tool, such as Mowers, Athletic Field and Turf Equipment, and Sprayers?	Mowers is on the category 2 tab, Athletic Field and equipment is in the category 3 tab, and sprayers is in the category 4 tab.
2	03/23/2018	Amanda Dodd/Interstate Trailers Inc.	specifications	Where are the specifications for trailers located?	Please see section 2 RFP under section 4.8.
3	03/23/2018	Stacy Roelfs/Exmark Mfg. Co. Inc.	Product Categories	Regarding Question #1: I am able to see the tabs you've indicated in the spreadsheet, but they are not listed in the Quote tool on the website. How should I add these other items in the Items tab of the quote?	The items in ProcureAZ are categories that apply to the bid, they do not need to match. Bid at least \$1.00 in each line item category on ProcureAZ to show which categories you are interested in bidding on, and put your exact pricing and more specific products in the attached price sheet.
4	03/27/2018	Doug Dickerson/A TO Z EQUIPMENT RENTALS & SALES	Parts and Accessories	Does the State want to be able to purchase parts and accessories via the contract for the various types of equipment offered in this contract? (Section 2-A; 1.0 Purpose) If so, these ?parts and accessory price lists? are usually separate from the ?equipment? price list and typically would offer a different price structure. Should the ?parts and accessory? price lists be listed on the appropriate price schedules?	You can add any applicable accessories to each tab in the price sheet, or you may submit a separate pricing sheet for applicable equipment accessories/parts.
5	03/27/2018	Doug Dickerson/A TO Z EQUIPMENT RENTALS & SALES	Service and Repair	Section 2-A, 3.8 states that the contractor should have local Arizona authorized service and repair facilities. Does the State want to have these potential service and repair needs covered under the contract? That is, when an agency has a need for these repairs (not warranty), will they use this State Contract number as an authorized purchase order? If so, do we need to include labor rates in the appropriate price schedules?	You may demonstrate your capability to repair and service equipment based of section 3.8 in the Offer Forms, but section 3.8 states "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." So an extra list of pricing for repair is optional for you to submit.

6	03/28/2018	Doug Dickerson/A TO Z EQUIPMENT RENTALS & SALES	Steel Surcharges	We are beginning to get announcements from manufactures that they will impose steel surcharges. In one case it was 6.5%. These surcharges will be passed along as a separate line item on the invoice as opposed to increasing the list price. Depending on the tariff situation we may see more or this from more manufactures. Does the State offer a provision to handle these separate line item surcharges in terms of passing on the cost to the State agency?	Please reference section 4.2 under Uniform Terms and Conditions.
7	04/03/2018	Andrew Roman/DEERE AND COMPANY	Terms and Conditions	For manufacturers that will be providing equipment and not materials and services are those section that mention materials and services not applicable to the manufacturer?	The contract as a whole, applies no matter what is provided.
8	04/03/2018	Andrew Roman/DEERE AND COMPANY	Catalogs-1.4.4	If the manufacturers catalog does not include (a) through (f). The catalog however, provides equipment specifications, features and benefits. Will this be acceptable?	No
9	04/03/2018	Andrew Roman/DEERE AND COMPANY	Hardcopy Price Pages-1.4.5	Are you requesting that manufacturer print and mail entire price list?	Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs. Also please reference section 6.1 in the Scope of Work.
10	04/03/2018	Andrew Roman/DEERE AND COMPANY	Warranties-7.0	Is manufacturers standard warranty acceptable?	Please see section 7.0 under Special Terms and Conditions
11	04/03/2018	Andrew Roman/DEERE AND COMPANY	Off-Contract Materials-11.2	Along with contract equipment, can agencies include non-contract equipment on the same purchase order that compliments their purchase?	No
12	04/03/2018	Andrew Roman/DEERE AND COMPANY	Shipping Cost on Order-11.4	Quoting system will only show shipping cost if applicable. Is this acceptable?	Please submit your proposal to the best of your capabilities
13	04/03/2018	Doug Dickerson/A TO Z EQUIPMENT RENTALS & SALES	Price lists and multiple product categories	We are representing some manufactures that offer products in 2 different product categories. The discounts offered would be the same in each category. We would list the manufacture and discount on each separate category price sheet. Do we need to up load a price list for each category, or would one price list suffice for all product category offerings from that manufacture?	Pricing is organized by category in the provided pricing sheet. Please follow that format, and if extra pages need to be added, that is allowed.
14	04/03/2018	Doug Dickerson/A TO Z EQUIPMENT RENTALS & SALES	Shipping and Transportation Costs	Section 2-A 2.3 Under Transportation Costs it states freight terms shall be FREIGHT PREPAID AND ADDED. One phase is the transportation cost from the manufacture to the Contractor in Phoenix. The second phase is from the Contractor to the State Agency customer. Is the Contractor allowed to add freight charges to the invoice for both phases of transportation?	pg 12 section 2.3 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.

15		Doug Dickerson/A TO Z EQUIPMENT RENTALS & SALES	Qualified Products	We have a couple of manufactures that offer products like portable generators, portable pumps, and compaction products. While not explicitly listed in any of the categories, you do use the term etc in each category description. These products could arguably be qualified products. Can we include these products in the offering?	Please submit a list of the extra items you wish to add so the State can review them and decide if these items can be included or not. If approved, the State will create an amendment for this bid to add the products to the solicitation.
16	04/06/2018	Andrew Bethel/Titan Machinery, Inc	Term of Contract/Renewals	What is the overall length of the contract. Will there be any renewals? If there are renewals will there be a price adjustment permitted?	<p>3.1 Term of Contract The term of the Contract will commence on the date indicated on the Acceptance and continue for one (1) year unless canceled, terminated, or permissibly extended.</p> <p>3.2 Contract Extensions State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years. 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.</p>

					The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.
17	04/06/2018	Andrew Bethel/Titan Machinery, Inc	Key Personnel Proposal - Resume's	If I am providing information from my sales and support team do I need to provide a resume for each employee or is are the few questions on the questionnaire enough to suffice as we are providing equipment and not entering into a contract to use hire employees to perform work for the state?	You do not need to provide resumes.
18	04/06/2018	Andrew Bethel/Titan Machinery, Inc	Term of Contract/Renewals	What is the overall length of the contract. Will there be any renewals? If there are renewals will there be a price adjustment permitted?	<p>Term of Contract</p> <p>The term of the Contract will commence on the date indicated on the Acceptance and continue for one (1) year unless canceled, terminated, or permissibly extended.</p> <p>3.2 Contract Extensions</p> <p>State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.</p> <p>2.2.3 The State may</p> <p>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.</p> <p>The price increase</p>

					adjustment, if approved, will be effective upon the effective date of the contract extension.
19	04/06/2018	Andrew Bethel/Titan Machinery, Inc	Key Personnel Proposal - Resume's	If I am providing information from my sales and support team do I need to provide a resume for each employee or is are the few questions on the questionnaire enough to suffice as we are providing equipment and not entering into a contract to use hire employees to perform work for the state?	You do not need to provide resumes.
20	04/06/2018	Chad Johnson/Tiger Corporation	submit the proposal	I assume that I will have to print off the request for Proposal sign then scan and add as an attachment?	You will need to submit signed offer forms and submit your proposal and pricing sheet.
21	04/06/2018	Chad Johnson/Tiger Corporation	submit the proposal	submit by electronically correct? you do not want a hard copy mailed is my understanding	Refer to section 3.0 of Section 1
22	04/07/2018	Doug Dickerson/A TO Z EQUIPMENT RENTALS & SALES	Product Category Discrepancy	In section 2A-Scope of Work (p4) you have two different product categories listed as 4.11: (Camper Shells and ATV's). Towable is listed as 4.12. on page 4. However, on the Price Sheets, category 12 shows as ATV's. We want to place a bid for Towable, but there is no price page to enter the information. Please advise.	An amendment will be added to correct the error, there will be 13 categories.
23	04/09/2018	Dianna Delgadillo/Colby Welding & Radiator, Inc.	cooling packages, DPF & DOC, welding & fabrication	Does the bid encompass parts (new & repair) for radiators, charge air coolers, ac condensers? Also, rod-out & repair of landscape & utility vehicles radiators, trailers & equipment as well as DPF & DOC cleaning and new? Welding (labor rate no fixed pricing) on buckets etc of compact excavators? Please advise. Our bid will apply to aftermarket goods and services. Thank you.	Please see section 4.0 of Part 2-A Scope of Work.
24	04/10/2018	Doug Dickerson/A TO Z EQUIPMENT RENTALS & SALES	Quote Item Question	I am still confused about where to enter the \$1.00 amount on the quote tool. I see Item #1- Utility Trailers, #2-Trucks and Trailers, #3- Automotive Acc, #4-Trailers Flatbed, etc. I don't see anything about Lawn and Garden, Mowers, Chippers, Sprayers, etc. Your answer in question 3 above says the names do not matter. However, we want to bid 8 categories and there are only 6 items in quote area. Please advise.	Quote items in ProcureAZ are broad categories that can cover many different items. Just enter \$1.00 for each category in ProcureAZ you plan to supply, and submit the price sheet for specific items and precise pricing.
25	04/13/2018	Andrew Bethel/Titan Machinery, Inc.	Categories	I am trying to submit a bid for Category 4.7 Compact Excavators. Which category on the RFP do I submit under?	
26	04/13/2018	Andrew Bethel/Titan Machinery, Inc.	Categories	I am trying to submit a bid for Category 4.7 Compact Excavators. Which category on the RFP do I submit under?	
27					
28					
29					
30					

Hello Mackenzie,

Please find attached your order confirmation and proof of the ad.

Your ad is set to run in:

• Arizona Republic on March 19, 2018 \$87.12

The Arizona State Procurement Office has issued Solicitation No. ADSP018-00007981. Landscape and Utility Vehicles and Equipment. The anticipated Offer due date is April 13, 2018 at 03:00:59 PM MST. For details call 602-542-9126 or visit <https://procure.az.gov/>.
Pub: March 19, 2018

The total cost is \$87.12, which includes an affidavit which will be mailed to you after the ad publishes. Please reply today with changes or approval of the ad. You will be able to receive an affidavit 7-10 business days after the last day of printing.

Thanks,

Nicole Campbell
Public Notice Coordinator

Master Blanket Purchase Order ADSP018-202735**Header Information**

Purchase Order Number:	ADSP018-202735	Release Number:	0	Short Description:	Landscape & Utility Vehicles, Trailers & Equipment
Status:	3PS - Sent	Purchaser:	Mackenzie Hix	Receipt Method:	Quantity
Fiscal Year:	2018	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	
Department:	ADSP0 - State Procurement Office	Entered Date:	05/10/2018 08:32:54 AM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	45	Release Type:	Direct Release	Pcard Enabled:	No
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:					
Master Blanket/Contract End Date (Maximum):	05/08/2023 08:33:00 AM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:	None				
Agency Attachments:	<u>PO Terms & Conditions Section 1 ADSP018-00007981 Solicitation Summary.pdf Section 2 ADSP018-00007981 RFP.pdf Exhibit I SOW.pdf Exhibit II SOW.pdf Exhibit III SOW.pdf Exhibit IV SOW.pdf Section 3 ADSP018-00007981 Offer Forms.docx Price Sheet.xls Amendment 1~48.pdf Section 2 ADSP018-00007981 RFP(2).pdf Price Sheet~1.xls Solicitation Amendment 2 ADSP018-00007981 extend 4 13 18 3 PM.pdf Procurement File ADSP018-00007981~40.zip</u>				
Vendor Attachments:	<u>Exhibit I SOW (10)-signed~1.pdf Exhibit II SOW (5)~1.pdf Exhibit III SOW (5)-signed~1.pdf Exhibit IV SOW (4)-signed~1.pdf General Liability~1.pdf Price Sheet Final 1.xls Procure AZ 2018 rebid price pages (2)~1.zip ProcureAZ 2018 Product Literature~1.zip Section 3 ADSP018-00007981 Offer Forms Final~1.pdf WWC Certificate~1.pdf Section 3 ADSP018-00007981 Revised Offering 5-7-2018~1.pdf</u>				
Agency Attachment Forms:					
Vendor Attachment Forms:					

Primary Vendor Information & PO Terms

Vendor:	9000003646 - BINGHAM EQUIPMENT COMPANY dba Bobcat of Phoenix Michael Clark 1655 S. Country Club Dr. Mesa , AZ 85210 US Email: michael.clark@binghamequipment.com	Payment Terms:	Net 30	Shipping Method:	Best Way
		Shipping Terms:	Cost and Freight	Freight Terms:	Freight Allowed

Phone: (480)969-5516
 FAX: (480)610-4004
 Alt. Reference: Z0001

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to michael.clark@binghamequipment.com at 05/18/2018 04:12:00 PM	
Change Order 2	Emailed to michael.clark@binghamequipment.com at 05/18/2018 04:12:48 PM	05/18/2018 04:24:45 PM
Change Order 3	Emailed to michael.clark@binghamequipment.com at 05/21/2018 05:14:31 PM	05/22/2018 07:27:53 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000003646	PZ9000003646	BINGHAM EQUIPMENT COMPANY dba Bobcat of Phoenix	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 05/09/2018 Master Blanket/Contract End Date: 05/08/2019
 Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$6,505.42	\$0.00

Item Information

Print Sequence # 2.0, Item # 2: Trailers and Trucks- Mowers, Athletic Field Turf Equipment, and Tractors range from 3PS - 7% to 19% discount depending on the product. Please see price list in attachments. Sent
 Unit cost should reflect total amount with discount included.

NIGP Code: 060-06
 Axles, Trailers and Trucks, Tandem and Single

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

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

Print Sequence # 3.0, Item # 3: Automotive Accessories and Parts- Lawn and Garden Equipment is 23% discount off of quote. Unit Cost should reflect total amount with discount included. 3PS - Sent

NIGP Code: 060-66
 Parts and Accessories, Automotive, Miscellaneous (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
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Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
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Manufacturer: _____ Brand: _____ Model: _____

Make: _____ Packaging: _____

Project No.: _____

Building Code: _____

Cost Code: _____

Property Number: _____

Print Sequence # 4.0, Item # 4: Trailers , Utility, Flatbed- Utilit Vehicles 15%-20% discount off of quote. Unit Cost should reflect total amount with discount included. 3PS - Sent

NIGP Code: 073-45
Trailers, Utility, Flatbed, Tag-Along

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____

Make: _____ Packaging: _____

Project No.: _____

Building Code: _____

Cost Code: _____

Property Number: _____

Print Sequence # 5.0, Item # 5: Trailer Bodies and Parts 3PS - Sent

NIGP Code: 065-88
Trailer Bodies and Parts (Including Access Steps and Ladders)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	12.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____

Make: _____ Packaging: _____

Project No.: _____

Building Code: _____

Cost Code: _____

Property Number: _____

Print Sequence # 6.0, Item # 6: Equipment Maintenance and Repair 3PS - Sent

NIGP Code: 928-84
Trailer Maintenance and Repair (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	12.00	\$0.00		\$0.00	\$0.00

Manufacturer:

Brand:

Model:

Make:

Packaging:

Project No.:

Building Code:

Cost Code:

Property
Number:

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.

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 1: Lawn and Garden Equipment

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
STIHL	23%	www.stihl.com

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 2: Mowers

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
Kubota Z-Series	15%	www.kubota.com
Kubota W-Series	10%	www.kubota.com
Kubota F-Series	15%	www.kubota.com

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 3: Athletic Field and Turf Equipment

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
Landpride	10%	www.landpride.com
TORO	10%	www.toro.com
First Products	0%	www.1stproducts.com

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 4: Sprayers

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
No Bid		

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 5: Brush or Wood Chippers

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
No Bid		

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 6: Tractors

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
Kubota BX-Series	10%	www.kubota.com
Kubota B-Series	19%	www.kubota.com
Kubota L-Series	17%	www.kubota.com
Kubota M-Series	18%	www.kubota.com
Kubota M7-Series	24%	www.kubota.com
Kubota TLB-Series	10%	www.kubota.com
NewHolland Compact Tractors	17%	www.cnh.com
NewHolland Utility	17%	www.cnh.com
NewHolland TS6 Series	15%	www.cnh.com
NewHolland T7 Series	20%	www.cnh.com
NewHolland T8 Series	25%	www.cnh.com
NewHolland LM Series	15%	www.cnh.com
NewHolland Loader Attachments	10%	www.cnh.com
NewHolland Hay and Forage	7%	www.cnh.com

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

Category 7: Compact Excavators

Manufacturer	Percent Off List Price	Manufacturer's Website
Kubota K/U Series	23%	www.kubota.com
Kubota R-Series	23%	www.kubota.com
Kubota SSV-Series	23%	www.kubota.com
Kubota SVL-Series	23%	www.kubota.com

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 8: Utility Trailers

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
No Bid		

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 9: Utility Vehicles

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
Kubota RTV 400/500 Series	20%	www.kubota.com
Kubota RTV X900	15%	www.kubota.com
Kubota RTV X1100/X1140	15%	www.kubota.com

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 10: Utility boxes

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
No Bid		

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 11: Camper Shells

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
No Bid		

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 12: All-Terrain Vehicles (ATV)

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
No Bid		

PRICING SCHEDULE

RFP ADSP018-00007981 Landscape & Utility Vehicles, Trailers & Equipment

OFFEROR: Bingham Equipment Company

Category 13: Towable

Instructions: The basis for pricing shall be fixed discount(s) off published price list(s) or catalog(s). The discount offers shall clearly identify the percent of discount to apply to the contract category. Discounts shall be offered in whole numbers. Proposed products shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted. For each manufacturer and/or product line offered, include at minimum, manufacturer's name, percent of discount offered and Manufacturer's website.

Manufacturer	Percent Off List Price	Manufacturer's Website
No Bid		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers, and Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 1: Solicitation Summary

1.0 What the State Is Soliciting

The Arizona Department of Administration, State Procurement Office division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to which in general terms includes implementing contracts for the purchasing of equipment from the landscape, lawn and garden, and utility equipment industries to replace the existing State contract set. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at:

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

The State anticipates implementing contracts for the purchasing of equipment from the landscape, lawn and garden, and utility equipment industries to replace the existing contract set. The estimated annual spend under the proposed contract set 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. 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. Contracts resulting from this solicitation will be used by multiple eligible agencies with delivery locations throughout the State.

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY.

2.0 What's in the Solicitation

Part 1	Section 1:Solicitation Summary	<i>ProcureAZ file #1: ADSP018-00007981_Solicitation Summary.PDF</i>
Part 2	Section 2-A:Scope of Work	<i>ProcureAZ file #2: ADSP018-00007981_RFP.PDF</i>
	Section 2-B: Pricing Document	
	Section 2-C:Special Terms and Conditions	
	Section 2-D:Uniform Terms and Conditions	
Part 3	Section 3-A: Instructions to Offerors	<i>ProcureAZ file #3: ADSP018-00007981_Offer_Forms.DOC</i>



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers, and Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 3-B: Offer forms

3.0 How and When Proposals Are Due

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

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

4.0 Pre-Offer Conference

The State will not conduct a Pre-Offer Conference for this Solicitation at the time and place indicated in the solicitation's 'Pre-Bid Conference' field as found within the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>); attendance is optional. Refer to paragraph 2.8 of the Instructions to Offerors for more information.

5.0 Inquiries

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

End of Section 1



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Part 2: Scope, Pricing and Terms and Conditions

Table of Contents

SECTION 2-A: Scope of Work	2
1.0 PURPOSE AND BACKGROUND	2
2.0 SCOPE SUMMARY	2
3.0 SCOPE OF SERVICES	2
4.0 PRODUCT CATEGORIES	4
5.0 TRAINING	4
6.0 MANUALS	6
SECTION 2-B: Pricing Document	8
SECTION 2-C: Special Terms and Conditions.....	16
SECTION 2-D: Uniform Terms and Conditions	32



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

SECTION 2-A: Scope of Work

1.0 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.

2.0 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.

3.0 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.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 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.

4.0 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.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 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 **Utility Boxes:** (Maximum capacity 70 cu. ft.) Such as, but not limited to; steel, aluminum or plastic construction, truck toolbox, construction site storage box (job box), storage drawer boxes for van and truck bed mounting;
- 4.11 **Camper Shells:** Such as but not limited to; fiberglass, thermoplastic, aluminum, canvas, etc.
- 4.11 **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.
- 4.12 **Towable:** Such as, but not limited to; towable light towers, trailer mounted centrifugal pumps, pull behind generators and air compressors, etc.

5.0 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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 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.

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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.

6.0 MANUALS



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 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.
- A digital version of all manuals, with the exception of the operator's manual, shall be provided at no additional cost.
- 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.

EXHIBITS TO THE SCOPE DOCUMENT

- Exhibit 1 Service Level Agreements
- Exhibit 2 Bus Testing
- Exhibit 3 Buy America
- Exhibit 4 Certification Regarding Lobbying
- Exhibit 5 Government Debarment and Suspension

End of section 2-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

SECTION 2-B: Pricing Document

1.0 Compensation

- 1.1 Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the method indicated by the "●" mark below:

<input checked="" type="radio"/>	Firm-Fixed-Price (refer to paragraph 1.1 below)
<input type="radio"/>	Unit Prices (refer to paragraph 1.2 below)
<input type="radio"/>	Contracted Labor Rates (refer to paragraph 1.3 below)
<input type="radio"/>	Cost Reimbursable (refer to paragraph 1.4 below)
<input type="radio"/>	Discount Off List or Catalog (refer to paragraph 1.5 below)

- 1.1 **FIXED-PRICE.** The firm-fixed-price (interchangeably referred to as lump sum or stipulated sum) is the amount or amounts shown or scheduled as such in Exhibit 1 to this Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the Work that it covers and will not be subject to any adjustment on the basis of Contractor's cost experience in performing under the Contract.

1.1.1 Except as expressly stated otherwise in the Solicitation, Contractor is, on the basis in subparagraph 1.2.2, deemed to have allowed in each firm-fixed price correct and sufficient amounts to cover all its obligations under or arising from the Contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the Work that it covers within any time for performance specified in the Scope Document (Section 2-A of the Solicitation Documents).

1.1.2 Contractor acknowledges that it has had the opportunity to visit those physical locations where the priced work is to be carried out and to understand and account for local conditions that might affect the Work, and has reviewed, verified, and interpreted for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by Persons other than State, and any necessary interfaces with others.

1.1.3 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.

1.1.4 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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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.

NOTE: An "Item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

1.2 CONTRACTED LABOR RATES. The contracted labor rates are the fully-burdened and marked-up billing rates for Contractor's labor scheduled in Exhibit 1 to this Pricing Document.

1.2.1 The rates are deemed to be inclusive of the actual gross wages plus all:

- (a) applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;
- (b) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like;
- (c) required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel);
- (d) Insurance coverages to be provided by Contractor under the Contract; and profit.

1.2.2 The rates are not subject to overtime or other premium time unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.2.3 The rates include all transaction privilege and other sales/use taxes, including any gross receipts taxes on services, unless expressly stated otherwise in the Pricing Document or a relevant Annex thereto.

1.3 COST-REIMBURSEMENT. Under cost reimbursement compensation, State will pay Contractor for allowable incurred costs without any mark-up.

1.3.1 Reimbursable items consist of three components:

- (a) *Site Services, Logistics, and Utilities.* State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up (if any applies).
 - i. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.
 - ii. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).
 - iii. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.
- (b) *Personnel-Related Expenses.* State will only reimburse for those items of personnel-related expense expressly indicated as a reimbursable item, and it is agreed that the costs of all other



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up (if any applies).

- i. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.
- ii. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All reimbursements shall be strictly subject to State's travel policy, which is available at <https://gao.az.gov/travel>.
- iii. Contractor must obtain State's written approval prior to booking or going on any reimbursable travel.
- iv. Contractor will be reimbursed at the current Travel Policy rates.
- v. Contractor shall itemize all per diem and lodging charges.
- vi. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

1.4 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in .

1.4.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.

1.4.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.

1.4.3 Each catalog must:

- (a) bear the applicable State contract number;
- (b) list all materials or services Contractor is authorized to sell under the Contract;
- (c) not contain any items that are excluded from the Contract;
- (d) provide ordering information and contact information for customer support.

1.4.4 Each catalog and its accompanying price list must include for each item:

- (a) a part or model number, if applicable;
- (b) a complete and accurate description of the item;
- (c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;
- (d) a stock keeping unit (SKU) number (SKU) , if applicable;
- (e) the item's unit of measure (UOM), if applicable; and
- (f) the quantity in the unit of measure (QUOM), if applicable.

1.4.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.

- (a) The electronic versions are to be provided in ProcureAZ.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.
 - ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.
- (b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

- 2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in the pricing document associated with Section 3 Offer Forms, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.
- 2.1.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.
- 2.1.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.
- 2.1.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.
- 2.2 **ANNUAL ADJUSTMENT.** No earlier than 30 (thirty) days before and no later than each anniversary of the effective date during the term of the Contract, either Contractor or State may request an adjustment to the contracted labor rates and reimbursable costs rates.
- 2.2.1 Each shall respond within 21 (twenty-one) days of the request.
- 2.2.2 Any rates so adjusted will be:
- (a) valid until the next anniversary;
 - (b) only apply to portions of the Work not yet carried out as of that date (i.e., they do not apply retroactively); and
 - (c) not reflected in Contractor's invoices until State provides its formal acceptance by issuing a Contract Amendment.
- 2.2.3 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.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

2.2.4 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.

2.2.5 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

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.

2.3 SHIPPING. 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.

2.4 TAXES. Further to paragraph 4.3 of the Uniform Terms and Conditions.

2.5 UPCHARGES. Where the Exhibit 1 to this Pricing Document entitles Contractor to apply upcharges to a unit price or contracted labor rate, Contractor shall in every instance:

1. include the full upcharge amount in the quote it gives to the Eligible Agency or Co-Op Buyer;
2. itemize upcharges and show them separately from each unit price or contracted labor rate in the quote it gives to the Eligible Agency or Co-Op Buyer; and
3. provide an estimated amount where the exact upcharge cannot be precisely defined at the time of the order and follow the Eligible Agency or Co-Op Buyer instructions as to how and when to apply the estimate and actual amount.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

3.0 Funding

- 3.1 Further to paragraph 4.3 of the Uniform Terms and Conditions [Availability 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.

4.0 Invoicing

- 4.1 INVOICES GO TO BUYING ENTITY. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document.
- 4.2 MINIMUM INVOICE REQUIREMENTS. Every invoice must include the following information:

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically the ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●
Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes (as a separate invoice line item)	●
Upcharge shipping/freight, etc. (as a separate invoice line item)	Materials only
Total invoice amount due	●

- 4.3 NO INVOICE WITHOUT AUTHORIZATION. Contractor shall not seek payment for any:
1. Materials or Services that have not been authorized on an acknowledged Order;
 2. expediting, overtime, premiums, or upcharges absent State's express prior approval; or
 3. Materials or Services that are the subject of a Contract Amendment or Change Order that has not been fully signed.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 4.4 **PRE-INVOICE REVIEW.** Shortly before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 4.5 **SUBMITTING INVOICES.** Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer on or before the 3rd day after delivery using the form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.
- 4.6 **DEFECTIVE INVOICES.** Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
- 4.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
 - (b) do not reference the correct State contract number; or
 - (c) are payable to any Person other than the Contractor.
- 4.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.
- 4.7 **INVOICING FOR TASK ORDERS.** For task order Services, invoices must include the following information as applicable to the relevant task order being invoiced against:
- 4. substantiation of hours worked using:
 - a. a detailed daily timesheet;
 - b. itemization to the task level; and
 - c. breakdown by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
 - 5. authorizations and receipts for all allowable reimbursable items being invoiced; and
 - 6. Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records upon State's demand.

5.0 Payments

- 5.1 **PAYMENT.** The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Article 4 of the Uniform Terms and Conditions
- 5.2 **JOINT CHECKS OR DIRECT PAY.** applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 5.3 **RECOVERY OF OVER-PAYMENT.** If applicable Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 5.4 **PAYMENTS TO SUBCONTRACTORS.** Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.
- 5.5 **PURCHASING CARD.** applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 5.6 **AUTOMATED CLEARING HOUSE.** applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at:

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

End of Section 2-B



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

SECTION 2-C: Special Terms and Conditions

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

1.0 Definition of Terms

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

- 1.1 Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).
- NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.2 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

- 3.1 Term of Contract** The term of the Contract will commence on the date indicated on the Acceptance and continue for one (1) year unless canceled, terminated, or permissibly extended.
- 3.2 Contract Extensions** State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.
- 3.3 Statewide Contract Provisions** The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.
- The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.
1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

<https://spo.az.gov/procurement-services/cooperative-procurement/state-purchasing-cooperative>

1. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
2. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

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

<https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>

4. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in ProcureAZ, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in ProcureAZ, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which Contractor may reject or refuse an Order are those set out in subparagraph 3.14.3 [Orders are Obligatory]. Unless and until Contractor has approved the Order in ProcureAZ, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in ProcureAZ within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in ProcureAZ and if it does so the rejection will be void.
5. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.4 Multi-Use Provisions

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

1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to Contractor.
2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.
3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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

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

4.0 Costs and Payments

No modifications to uniform terms and conditions section

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

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

Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

Minimum Scope and Limits of Insurance



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

Contractor shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Business Automobile Liability

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

• Combined Single Limit (CSL)	\$1,000,000
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a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Workers' Compensation and Employers' Liability

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

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

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

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

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

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

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

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

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

Exceptions



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

7.0 Warranties

1. New parts will have a one (1) year minimum warranty.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 General Provisions for Commodities

11.1 Applicability

Article 11 applies to the extent the Work is or includes Materials.

11.2 Off-Contract Materials

Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3 Compensation for Late Deliveries

Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies that are likely to need them.

11.4 Indicate Shipping Costs on Order

If shipping cost is additional to the contracted price or rate for an item, the Contractor shall identify the shipping cost it intends to add for shipping, as a separate line item on the price quote provided to ASDB. The Contractor shall also provide the required substantiating documentation for the shipping cost with the price quote. If ASDB approves paying a shipping cost, ASDB will list the agreed upon shipping cost as a line item on their Order, when it is issued. If there is no additional shipping cost, the Contractor shall indicate on the price quote that shipping is included in the Order price.

11.5 Current Products

Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

11.6 Maintain Comprehensive Selection

Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Pricing Document.

11.7 Additional Products

State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.8 Discontinued Products

If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).

11.9 Forced Substitutions

Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10 Recalls

In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Pricing Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2 LIABILITY. Unless stated otherwise in the Pricing Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.O.B. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3 PAYMENT. Unless stated otherwise in the Pricing Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12 Delivery Time

Unless stated otherwise in the Pricing Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) weeks or earlier after receiving each Order. If Contractor is unable to make delivery within 2 (two) weeks after receiving the Order, the Contractor will communicate expected delivery time to ASDB within 24 hours after Order.

11.13 Delivery Locations

Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:

5. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
6. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
7. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency location that is not in the excluded areas; and
8. if the Contract is for unrestricted statewide use, then:
 - (a) Contractor shall deliver to any Eligible Agency anywhere in Arizona;
 - (b) if the Pricing Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14 Conditions at Delivery Location

Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15 Materials Acceptance

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.

9. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.
10. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
11. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

State may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18 Order Cancellation

State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

12. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus 1 (one) additional business day;
13. reimburse Contractor for:
 - (a) its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus 1 (one) additional business day; and
 - (b) the cost of any obligations it incurred as of the cancellation effective date plus 1 (one) additional business day that demonstrably cannot be canceled, or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and
14. contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice plus 1 (one) business day or for any lost profits or opportunity.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order.

11.19 Product Safety

Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services (Labor, Time and/or Effort)

12.1 Applicability

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

12.2 Comprehensive Services Offering

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

12.3 Additional Services

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

12.4 Off-Contract Services

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

12.5 Removal of Personnel

Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6 Transitions

During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

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

12.8 Requirements at Services Location

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

12.9 Services Acceptance

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

12.10 Corrective Action Required

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

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

on any measures it determines within reason to be necessary for safety or protecting property and the environment.

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

13.0 Data and Information Handling

13.1 Applicability

Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
2. Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3 Personally Identifiable Information.

Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees' or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract.

For purposes of this paragraph:

1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information*; and
2. "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) *Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information*.

NOTE (1): For convenience of reference only, the OMB memorandum is available at:

<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:

<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;
2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in (1) above; and
3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Background Checks

Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.

14.3 Information Access

- 14.3.1 SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

14.4 Pass-Through Indemnity

14.4.1 INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

- (a) State reserves the right to elect to participate in the action at its own expense;
- (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- (c) State shall in any case cooperate in the defense and any related settlement negotiations.

14.5 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6 Redress of Infringement.

14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:

- (a) replace any infringing items with non-infringing ones;
- (b) obtain for State the right to continue using the infringing items; or
- (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
- (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;



Request for Proposal

Solicitation No.
ADSP018-00007981
Description:

Landscape & Utility Vehicles, Trailers & Equipment

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

- (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
- (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7 First Party Liability Limitation

- 14.7.1 **LIMIT.** Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.
- 14.7.2 **PROVISOS.** This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:
 - (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
 - (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
 - (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.
- 14.7.2 **PURCHASE PRICE DETERMINATION.** If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.
- 14.7.3 **NO EFFECT ON INSURANCE.** This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8 Information Technology Warranty

- 14.8.1 **SPECIFIED DESIGN.** Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:
 - (a) modified or altered by anyone not authorized by Contractor to do so;
 - (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
 - (c) operated in a manner not within its intended use or environment.
- 14.8.2 **COTS SOFTWARE.** With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:
 - (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
 - (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3 PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State's inspection, testing, or payment.

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 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.

14.11 Cloud Applications

The following are required for Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.
2. State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.
3. Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Section 2-C



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

SECTION 2-D: Uniform Terms and Conditions

1.0 Definition of Terms

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
<https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
4. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
 5. was attached to an Offer when submitted; and
 6. was included in the Accepted Offer.
- 1.6 Contract** "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.
- 1.7 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 1.11 Gratuity** "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.
- 1.12 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.13 Instructions to Offerors** "Instructions to Offerors" is Section 3-a of Part 3 of the Solicitation Documents.
- 1.14 Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":
7. "Release" or "Release Purchase Order" in ProcureAZ;
 8. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
- "purchase order" for buying by Co-Op Buyers, if co-op buying applies.
- 1.15 Pricing Document** "Pricing Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.16 ProcureAZ** "ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.
- NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- NOTE (2): The URL for ProcureAZ itself is:
<https://procure.az.gov/>
- 1.17 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor 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." Services includes Building Work and the service aspects of software described in paragraph 1.8.
- 1.18 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.19 State Fiscal Year** "State Fiscal Year" means the period beginning with July 1 and ending June 30.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

- 1.20 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.21 Subcontract** "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.
- 1.22 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit ... "The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.23 Work** "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

- 2.1 Arizona Law** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Usage** Where the Contract:
1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
 2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
 3. uses the Imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
 4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion,



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes" in every instance;

5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.4 Contract Order of Precedence

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

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

- (a) Contract Amendments;
- (b) the Solicitation Documents, in the order:
 - (1) Special Terms and Conditions;
 - (2) Exhibits to the Special Terms and Conditions;
 - (3) Uniform Terms and Conditions;
 - (4) Scope of Work;
 - (5) Exhibits to the Scope of Work;
 - (6) Pricing Document;
 - (7) Exhibits to the Pricing Document;
 - (8) Specifications; and
 - (9) any other documents referenced or included in the Solicitation;
- (c) Orders, in reverse chronological order; and
- (d) Accepted Offer.

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

2.5 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.

2.6 Severability

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

2.7 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.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

2.8 Independent Contractor

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

2.9 Complete Integration

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

3.0 Contract Administration and Operation

3.1 Books and Records

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

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

3.1.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.1.1 and 3.1.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.2 Non-Discrimination

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

3.3 Audit

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

3.4 Facilities Inspection and Materials Testing

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

3.5 Contractor Licenses

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

3.6 Inspection and Testing

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

3.7 Notices and Correspondence

3.3.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Contractor shall :

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

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

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

3.8 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

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

3.9 Click-Through Terms and Conditions

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

3.10 Ownership of Intellectual Property

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

(a) "Government Purpose Rights" are:

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

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

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

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

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

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

3.11 Subcontracts

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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

3.12 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.

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

3.14 Orders

- 3.12.1 ORDER SUFFICIENCY.** The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.12.2 ORDER TERMS.** All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.12.3 ORDERS ARE OBLIGATORY.** Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.12.4 SPECIAL CASE.** In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.
- 3.12.5 NO MINIMUMS OR COMMITMENTS.** (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.12.6 NON-CONTRACTED MATERIALS OR SERVICES.** Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.15 Other Contractors

State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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

3.16 Work on State Premises

- 3.16.1 **COMPLIANCE WITH RULES.** Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
- 3.16.2 **PROTECTION OF GROUNDS AND FACILITIES.** Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

4.0 Costs and Payments

4.1 Payments

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

4.2 Applicable Taxes

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

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

4.3 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.

4.4 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:

- 4.4.1. Accept a decrease in price offered by the contractor;
- 4.4.2. Cancel the Contract; or
- 4.4.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

5.1 Amendments

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

5.2 Subcontracts

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

5.3 Assignment and Delegation

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

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

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the



Request for Proposal

Solicitation No.
ADSP018-00007981
Description:

Landscape & Utility Vehicles, Trailers & Equipment

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

Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2 Patent and Copyright Indemnification

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

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

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

6.3 Force Majeure

- 6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.66 (*Performance in Public Health Emergency*), declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
- 6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- 6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

6.5.4 **DEFAULT DIMINISHES RELIEF.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

**6.4 Third Party
Antitrust
Violations**

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

7.0 Warranties

7.1 Liens

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

**7.1 Conformity to
Requirements**

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

7.2 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 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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

- 7.7 Contractor Personnel** Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.
- 7.8 Intellectual Property** Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 7.9 Licenses and Permits** Contractor warrants that it will maintain all licenses required under paragraph 3.7 [*Contractor Licenses*] and all required permits valid and in force.
- 7.10 Operational Continuity** Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 [*Assignment and Delegation*] that expressly recognizes the event.
- 7.11 Performance in Public Health Emergency** Contractor warrants that it will:
5. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
 6. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.
- For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.
- 7.7.1 Lobbying**
- 7.7.1 PROHIBITION.**
- (a) Contractor warrants that:
 - i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
 - ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.
 - (b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.
 - (c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

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

7.13 Survival of Warranties

All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8.0 State's Contractual Remedies

8.1 Right to Assurance

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

8.2 Stop Work Order

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

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

8.3 Non-exclusive Remedies

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

8.4 Nonconforming Tender

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

8.5 Right of Offset

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

9.0 Contract Termination

9.1 Cancellation for Conflict of Interests

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

9.2 Gratuities

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

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

or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**9.3 Suspension or
Debarment**

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

**9.4 Termination for
Convenience**

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

**9.5 Termination for
Default**

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

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

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

**9.6 Continuation of
Performance Through
Termination**

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

10.0 Contract Claims

**10.1 Claim
Resolution**

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

**10.2 Mandatory
Arbitration**

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

11.0 Arbitration

11.1 Arbitration

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

12.0 Data Exchange Security



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscape & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

13.0 Comments Welcome

13.1 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 401, Phoenix, Arizona, 85007.

End of Section 2-D

End of Part 2



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Part 3 of the Solicitation

CONTENTS:

SECTION 3-B: OFFER FORMS (ATTACHMENTS)	13
ATTACHMENT 1 OFFER AND ACCEPTANCE FORM	14
ATTACHMENT 2-A.... EXPERIENCE AND CAPACITY QUESTIONNAIRE	15
ATTACHMENT 2-B.... ORGANIZATION PROFILE	23
ATTACHMENT 3-A.... METHOD PROPOSAL (METHOD OF APPROACH).....	25
ATTACHMENT 3-B.... KEY PERSONNEL PROPOSAL	27
ATTACHMENT 3-C.... PROPOSED SUBCONTRACTORS	34
ATTACHMENT 3-D.... PERFORMANCE GUARANTEE	
ATTACHMENT 3-E.... BOYCOTT OF ISRAEL DISCLOSURE	37
ATTACHMENT 3-F TITLE	39
ATTACHMENT 4 PRICING DOCUMENT	40
ATTACHMENT 5-A.... CONFIDENTIAL INFORMATION DESIGNATION	41
ATTACHMENT 5-B.... CONFORMANCE STATEMENTS	44
ATTACHMENT 5-C.... INSURANCE AND BONDING EVIDENCE	48
ATTACHMENT 5-D.... OFFER CHECKLIST	49



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Section 3-A: Instructions to Offerors

1.0 Definition of Terms

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

2.0 Solicitation Inquiries

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

3.0 Offer Preparation

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3.3 Deviations in Offer

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

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

3.4 Evidence of Intent

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

3.5 Exceptions to Solicitation Documents

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

3.6 Insurance and Bonds

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

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

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

3.7 Identification of Taxes in Offer

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

3.8 Excise Tax

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

3.9 Tax Identification

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

3.10 Disclosure

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

3.11 Federal Immigration Laws

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

3.12 Cost of Offer Preparation

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

3.13 Offshore Performance of Work Prohibited

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

3.14 No Charge Items

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

3.15 No Bid Items

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

4.0 Submission of Offer

4.1 Required Offer Content

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

4.2 Attachment Forms

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

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

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

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

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

4.3 Pricing

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

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

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

4.4 Submission

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

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

4.5 Solicitation Amendments

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

4.6 Amending or Withdrawing

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

4.7 Confidential Information

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

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

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

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

4.8 Public Record

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

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

4.9 Offeror Certification

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

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

5.0 Responsibility; Responsiveness and Acceptability

5.1 Responsibility

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

5.2 Responsiveness and Acceptability

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

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

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

5.3 Eligibility for Evaluation and Negotiation

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

6.0 Evaluation of Offers

6.1 Offer Validity Period

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

6.2 Clarifications

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

6.3 Oral Presentations

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

6.4 Cost or Pricing Data

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

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

6.5 Evaluation Criteria

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

6.5.1 Methodology: and Method of Approach

6.5.2 Capacity of Offeror, Experience, and Qualifications

6.5.3 Cost.

6.6 Negotiations

In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the Procurement Officer may conduct discussions with those Offerors who submit proposals determined by the State to be reasonably susceptible of being selected for award.

Procurement Officer will request a best and final offer from any offerors with whom negotiation has been conducted, provided that, State may make award made without any Negotiation and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiation.

6.7 Financial Stability

You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. Procurement Officer may demand



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

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

7.0 Award of Contract

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

8.0 Solicitation or Award Protests

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

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

9.0 Comments Welcome

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

Please submit your comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 401
Phoenix, Arizona, 85007

End of Section 3-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Section 3-B: Offer Forms (Attachments)

ATTACHMENT 1..... OFFER AND ACCEPTANCE FORM.....	14
ATTACHMENT 2-A.... EXPERIENCE AND CAPACITY QUESTIONNAIRE.....	15
ATTACHMENT 2-B.... ORGANIZATION PROFILE.....	23
ATTACHMENT 3-A.... METHOD PROPOSAL (METHOD OF APPROACH).....	25
ATTACHMENT 3-B.... KEY PERSONNEL PROPOSAL.....	27
ATTACHMENT 3-C.... PROPOSED SUBCONTRACTORS	34
ATTACHMENT 3-D.... PERFORMANCE GUARANTEE.....	
ATTACHMENT 3-E.... BOYCOTT OF ISRAEL DISCLOSURE	37
ATTACHMENT 3-F TITLE.....	39
ATTACHMENT 4..... PRICING DOCUMENT	40
ATTACHMENT 5-A.... CONFIDENTIAL INFORMATION DESIGNATION	41
ATTACHMENT 5-B.... CONFORMANCE STATEMENTS	44
ATTACHMENT 5-C.... INSURANCE AND BONDING EVIDENCE.....	48
ATTACHMENT 5-D.... OFFER CHECKLIST	49

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Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **found, Call Center Services** in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	1.	x							
	date		initial						
Revised Offers:	2.	x		3.	x		4.	x	
	date #1		initial	date #1		initial	date #1		initial
	5.	x		6.	x		7.	x	
	date #4		initial	date #5		initial	date #6		initial
Best and Final Offer:	8.	x							
	date		initial						

Bingham Equipment Co

Offeror company name

1655 S Country Club Dr

Address

Mesa, Az, 85210

City | State | ZIP

86-0139051

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Michael Clark-Gov Sales

Printed name and title

Michael Clark-Gov Sales

Contact name and title

Michael.clark@binghamequipment.com

Contact Email Address

mc

Initials

480-862-6406

Contact phone number

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

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

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

State's Contract No. is: ADSP018-00007891

The effective date of the Contract is: date

Contract awarded date

Procurement Officer signature

Mackenzie Hix

Procurement Officer, Mackenzie Hix, CPPB, CTNS



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 2-A Experience and Capacity Questionnaire

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

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

EXPERIENCE AND CAPACITY QUESTIONS:

Question 1. Provide a brief history and description of your company as well as any additional information that you feel is applicable to your qualifications and experience.

Offeror Response: Bingham Equipment has nine statewide locations, each which provide full Equipment Sales, Parts, Rental and Service support for our customers. Each location is a full service dealership and is able to provide service to any agency around the state. Our entire staff at each location has attends manufacture training throughout the year. Bingham Equipment along with its dba Bobcat of Phoenix is 100% responsible for the providing all services attached with the bid.

Bingham Equipment has been a vendor to various state and local governments for years. Most recently we were on the last State Bid for the previous ten years. We also been part of the Mohave Arizona Cooperative Purchasing Agreement for the past five years and continue to provide services to governmental agencies to other agencies outside of these bids.

Bingham Equipment is not involved in any legal proceedings, lawsuits or governmental regulatory actions, taken or pending, and any contractual demands for assurance regarding provision of similar services. Our entire organization is in very good financial standing and has been in operation in the State of Arizona since we first opened our doors in 1955.

Question 2. Provide a narrative of Offeror's experience performing similar work as outlined in the Scope of Work. Include in the narrative at least three (3) prior contracts of similar scope. In describing each contract include innovative approaches, lessons learned and how any and challenges were addressed within the given contract scope and budget.

Offeror Response: Bingham equipment completely understands the Scope of Work and all requirements. We have studied it carefully in order to provide a complete bid. We have multiple levels of management that overlooks each store and management levels within each store to ensure our customers need are being met and surpassed. We have weekly meeting with each store to ensure any issues the store is having problems with can be address at a corporate level and can be handled immediately.

Bingham Equipment has a full CRM module within its business system and all calls or issues are tracked within that. Daily reports are sent out to mangers to ensure any issues that arise are dealt with immediately.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

We also have a live operator during regular business hours that is there to ensure any calls go to the appropriate person and are not just sent to someone's voicemail.

Question 3: Integrity of Company Structure - Disclosure

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

Offeror Response: None

Question 4: Integrity of Company Structure - Disclosure

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

Offeror Response: None

Question 5: Integrity of Company Structure - Disclosure

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

Offeror Response: None

Question 6: Integrity of Company Structure - Disclosure

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

Offeror Response: None

Question 7: Integrity of Company Structure - Disclosure

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

Offeror Response: None

Question 8: Integrity of Company Structure

Provide your company's formal disaster recovery plan.

Offeror Response: N/A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Question 9: Integrity of Company Structure and Financial Reporting

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

Offeror Response: N/A

Question 10: Integrity of Company Structure and Financial Reporting

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

Offeror Response: N/A

Question 11: Integrity of Company Structure and Financial Reporting

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

Offeror Response: N/A

Question 12: Length of time delivering these type of services

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

Offeror Response: 63 Years

Question 13: Organizational Structure

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

Offeror Response: Acquired two (2) new Locations for a total of 11 Locations in AZ

Question 14: Proposal

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

Offeror Responds Quality Products, Many Manufactures to choose from, 11 locations with Sales, Parts, Service, Warranty in Arizona. Factory and Bingham trained employees.

Question 15: Public Sector Experience



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

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

Offeror Response: Mohave Educational Coop in Kingman Az,,Buying Contract used mainly by School Districts

Question 16: Qualifications and Experience

Provide a brief history and description of your company as well as any additional information that you feel is applicable to your qualifications and experience.

Offeror Response: Bingham Equipment started in Casa Grande, AZ in 1955 as a Ford Tractor dealer (now New Holland Tractors) and has continued to grow throughout the state by adding locations and diversify with different equipment lines. For years Bingham Equipment has provided support to various State and Local Agencies. We have provided an example of three as references but we are always providing our services for other agencies on a daily basis.

Bingham Equipment Locations:

Bingham Equipment- 1655 S. Country Club Dr., Mesa, AZ 85210, , 480-969-5516
Bingham Equipment- 815 W. Gila Bend Hwy, Casa Grande, AZ 85222, 520-836-8700
Bingham Equipment- 3214 E. Gila Ridge Rd #1, Yuma, AZ 85365,, 928-726-4701
Bingham Equipment- 13200 Geronimo, Parker, AZ 85344, 928-669-9271
Bingham Equipment- 710 N. 195th Ave., Buckeye, AZ 85326, 623-853-1000
Bingham Equipment- 2694 S. Union Drive, Cottonwood, AZ 86326, , 928-646-5388
Bingham Equipment- 5225 N. Casa Grande Hwy, Tucson, AZ 85743,, 520-887-7799
Bobcat of Phoenix- 21828 N. 7th St., Phoenix, AZ 85204, 623-850-6000
Bingham Equipment- 4838 S. Avenue 38E Roll, AZ 85347, 928-785-3319
Bingham Equipment 10123 E. State Route 69, Prescott Valley, AZ, 86314 928-350-4295
Bingham Equipment 5819 Hwy 260, Lakeside AZ, 85929

Question 17: Provide a narrative of Offeror's experience performing similar work as outlined in the Scope of Work.

Include in the narrative at least three (3) prior contracts of similar scope. In describing each contract include innovative approaches, lessons learned and how any and challenges were addressed within the given contract scope and budget.

Offeror Response: Bingham Equipment has 11 dealership locations throughout the state which can provide full parts, sales, rental, warranties service, service and transportation throughout the State of Arizona. All of our employees are more than capable of handling any variety of customers that we may encounter. Many of our stores have special relationships with the local governments around their stores and currently service multiple governmental and consumer customers on a daily basis.



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

All of our stores stock a large amount of parts and equipment at each location and we have a network of semi-trucks and other vehicles which constantly are making deliveries through the state to our customers or moving equipment and parts between stores.

Bingham Equipment does not have any minimum order requirements.

Question 18: Include the following for each prior contract:

- ☐ Reference – responsible for work completed under prior contract, information should match those listed on Attachment 3
- ☐ Total pieces of equipment delivered
- ☐ Average delivery timeframe
- ☐ Total Cost of all equipment delivered

Offeror Response: 2017 Delivered Approx. 96 units @ Approx. \$700,000. Delivery 45-90 Days

Question 19: Include the following for each prior contract:

- Reference – responsible for work completed under prior contract, information should match those listed on the Attachment 2-A Supplements table below
- Total pieces of equipment delivered
- Average delivery timeframe
- Total Cost of all equipment delivered

Offeror Response: See Above



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

EXPERIENCE REFERENCES:

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

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

1	Client Company/Address	Contact	Begin Date	End Date
	ADOT	Jack Dreyer	1955	2018
	Phone Number	Email Address		
	602-712-6506	JDreyer@azdot.gov		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
<input checked="" type="checkbox"/>				
List job positions provided and technologies utilized to supplement services.				
<input checked="" type="checkbox"/>				

2	Client Company/Address	Contact	Begin Date	End Date
	City of Phoenix	Bonnie Shockley	1975	2018
	Phone Number	Email Address		
	602-534-2129	bonnie.shockley@phoenix.gov		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
<input checked="" type="checkbox"/>				
List job positions provided and technologies utilized to supplement services.				
<input checked="" type="checkbox"/>				



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

3	Client/Company/Address	Contact	Begin Date	End Date
	Maricopa County Equipment	Gidget Vigil	1975	2018
	Phone Number	Email Address		
	(602) 506-4674	gidgetvigil@mail.maricopa.gov		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
<input checked="" type="checkbox"/>				
List job positions provided and technologies utilized to supplement services.				
<input checked="" type="checkbox"/>				

4	Client Company/Address	Contact	Begin Date	End Date
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Phone Number	Email Address		
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Project Scope and deliverables, include number of resources engaged in project, timeline of project(major milestones)				
<input checked="" type="checkbox"/>				
List job positions provided and technologies utilized to supplement services.				
<input checked="" type="checkbox"/>				

ATTACHMENT 2-A SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
1.	None			
2.				
3.				
4.				
5.				



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

6.				
7.				

End of Attachment 2-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 2-B Organization Profile

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

ORGANIZATION PROFILE

Firm Name	Bingham Equipment Co	Year established	1955	
Principal address (street, city, state)	1655 S Country Club Dr			
Entity type:	Equipment Dealerships	Structure:	Corporation	
Branch or Division:	Bobcat of Phoenix	Parent:	N/A	
Years of experience providing goods similar in type and quantity as required by this Solicitation.			63	
Years of experience performing services similar in size and scope as required by this Solicitation.			63	
Years the organization has conducted business in Arizona.			63	
Contract Representatives to Contact				
	Name	Title	Telephone Number	E-Mail Address
8	Louie Borso	Sales Mgr	480-252-7494	Louie.Borso@binghamequipment.com
9	Shaun Spilsbury	Gov. sales	602-980-5671	shaun.spilsbury@binghamequipment.com
1	Michael Clark	Gov Sale	480-862-6406	Michael.clark@binghamequipment.com
Licenses/Certifications				
	Description	Issuer	Number	Expiration
1				
1				
1				
1				
1				
1				
1				



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

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

	Rating/Issuer	Score/Rank	Date
1	N/A		
1			
2			

Capacity

	Location	Work Performed	Number Staff	Capacity
2				
2				
2				
2				
2				

ATTACHMENT 2-B SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
26.	None	x	x	x
27.				
28.				
29.				
30.				
31.				
32.				

End of Attachment 2-B



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 3-A Method Proposal (Method of Approach)

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

Question 1: Offerors shall identify and describe their equipment categories. For each proposed category, describe in detail and provide at a minimum the following types of information:

- Provide Identification and description of equipment categories offered
 - New Holland, Kubota, Toro Equipment, Construction equipment, Tractors,
 - Utility vehicles.
- Provide Identification and description of sub categories
 - Land Pride, Gearmore, Stihl
- Provide a detailed written response illustrating how the equipment, accessories, parts, supplies and related services offered will meet the requirements of this solicitation.
- We have available all accessories, options, and replacement parts for all products we sell
- Identify accessories, parts, services, etc. that are available through the Manufacturer
 - N/A
- Identify accessories, parts, services, etc. that are available through the authorized dealer
 - N/A
- Provide descriptions, catalog(s) or website links for accessories, parts and supplies offered
 - www.binghamequipment.com
 - www.Kubota.com, www.NewHolland.com,
 - www.Toro.com

ATTACHMENT 3-A SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
33.	None		X	X
34.				



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

35.				
36.				
37.				
38.				
39.				

End of Attachment 3-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 3-B Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.

1	Name:	<u>Louie Borso</u>	How long with company?	<u>21 years</u>
	Current position in company:	<u>Sales Manager</u>	How long in position?	<u>10 years</u>
	Position for the Services:	<input checked="" type="checkbox"/>	How much of time will be dedicated to the Services?	<u>25%</u>
	What primary functions will be assigned?	<u>Management</u>		
	Describe person's experience in performing services like those that are to be assigned:	<u>Experienced</u>		
	List person's job-related training and education:	<u>Numerous training sessions for 13 years</u>		
	Remarks:			



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

2	Name:	<u>Shaun Spilsbury</u>	How long with company?	<u>20 years</u>
	Current position in company:	<u>Government sales</u>	How long in position?	<u>8 years</u>
	Position for the Services:	<u>Sales</u>	How much of time will be dedicated to the Services?	<u>100 %</u>
	What primary functions will be assigned?	<u>Customer Sales</u>		
	Describe person's experience in performing services like those that are to be assigned:	<u>Sold Equipment</u>		
	List person's job-related training and education:	<u>Numerous training sessions for 20 years</u>		
	Resume	<u>[Redacted]</u>		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

3	Name:	<u>Michael Clark</u>	How long with company?	<u>15 years</u>
	Current position in company:	<u>Government Sales</u>	How long in position?	<u>10 years</u>
	Position for the Services:	<u>Sales</u>	How much of time will be dedicated to the Services?	<u>100 %</u>
	What primary functions will be assigned?	<u>Customer Sales</u>		
	Describe person's experience in performing services like those that are to be assigned:	<u>Sold Equipment</u>		
	List person's job-related training and education:	<u>Numerous training sessions for 38 years</u>		
	Signature:	<u>[Signature]</u>		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

4	Name:	<u>Erik Kobus</u>	How long with company?	<u>13 years</u>
	Current position in company:	<u>Data & Finance</u>	Current position in company:	<u>same</u>
	Position for the Services:	<input checked="" type="checkbox"/>	Position for the Services:	<u>100%</u>
	What primary functions will be assigned?	<u>Data</u>		
	Describe person's experience in performing services like those that are to be assigned:	<input checked="" type="checkbox"/>		
	List person's job-related training and education:	<input checked="" type="checkbox"/>		
	Recumbent	<input checked="" type="checkbox"/>		



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

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

End of Attachment 3-B



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 3-C Proposed Subcontractors

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



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

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

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



YES, the Offeror will use the Subcontractors listed below:

	Name and contact information	Small Business	Work to be performed	%
40.				
41.				
42.				
43.				
44.				
45.				
46.				
47.				
48.				
49.				

ATTACHMENT 3-C SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
50.	None			
51.	None			
52.	None			
53.	None			



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

	Title	Document Date	No. of pages	Purpose in Offer
54.	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
55.	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
56.	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
57.	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
58.	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
59.	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

End of Attachment 3-C



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 3-E Boycott of Israel Disclosure

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

As defined by A.R.S. §35-393.01:

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

All offerors must select one of the following:

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

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

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

Bingham Equipment Company

1655 S Country Club Drive

Mesa

City

Address

AZ

State

85210

Zip

Signature of Person Authorized to Sign
Louie Borso

Printed Name
Sales Manager

Title



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

End of Attachment 3-E



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 3-F Title

ATTACHMENT 3-F SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
60.	None	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
61.				
62.				
63.				
64.				
65.				
66.				

End of Attachment 3-F



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 402
Phoenix, AZ 85007

Attachment 4 Pricing Document

Please reference the Excel Pricing Document attached in the Solicitation bid number ADSP018-00007981 and fill out accordingly.

Below, list catalog pricing with future expansions of product lines. List catalog pricing in list form with discount off LIST in cost submittal.

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

	Title	Document Date	No. of pages	Purpose in Offer
67.	NONE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
68.				
69.				
70.				
71.				
72.				
73.				

End of Attachment 4



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 5-A Confidential Information Designation

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

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

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

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

<input type="radio"/>	This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
<input checked="" type="radio"/>	This response DOES contain trade secret information because it contains information that: <ol style="list-style-type: none">1. Is a formula, pattern, compilation, program, device, method, technique or process, AND2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

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

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

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

Bingham Equipment Co

Offeror Company Name	Signature of Authorized Person
1655 S Country Club Dr	Michael Clark
Address	Printed Name
Mesa Az 85201	Government Sales
City State Zip	Title



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

ATTACHMENT 5-A SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
1.	Bingham Equipment Company Consolidated financial Statements 2015	5/04/18	9	Fulfill requirements of Section 2-A, Question, 9,10, 11
2.	Bingham Equipment Company Consolidated financial Statements 2016	5/04/18	9	Fulfill requirements of Section 2-A, Question, 9,10, 11
3.	Bingham Equipment Company Consolidated financial Statements 2017	5/04/18	7	Fulfill requirements of Section 2-A, Question, 9,10, 11
4.				
5.				
6.				
7.				

End of Attachment 5-A



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

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

PROVIDED FOR REFERENCE ONLY

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 5-B Conformance Statements

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

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

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

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

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

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

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

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

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

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

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



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

ATTACHMENT 5-B Supplement No. 1:

Exceptions to Instructions

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

Bigham Equipment Company

Company Name

Signature of Person Authorized to Sign



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

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

Article / Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 2-A: Scope of Work (Technical Document)		
<input checked="" type="checkbox"/> 9	<input checked="" type="checkbox"/> Integrity of company structure	<input checked="" type="checkbox"/> Confidential
<input checked="" type="checkbox"/> 10	<input checked="" type="checkbox"/> Integrity of company structure	<input checked="" type="checkbox"/> Confidential
<input checked="" type="checkbox"/> 11	<input checked="" type="checkbox"/> Integrity of company structure	<input checked="" type="checkbox"/> Confidential
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Section 2-B: Commercial Document		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Bingham Equipment Company

Company Name

Signature of Person Authorized to Sign



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

ATTACHMENT 5-B Supplement No. 3: **Exceptions to Contract Terms & Conditions**

Article/ Paragraph or Exhibit Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-A: Special Terms & Conditions		
<input checked="" type="checkbox"/>	None	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Article/ Paragraph or Appendix Reference	Proposed Changes / Alternate Language	Rationale for Proposed Change
Section 3-B: Uniform Terms & Conditions		
<input checked="" type="checkbox"/>	None	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Bingham equipment Company

Company Name

Signature of Person Authorized to Sign

End of Attachment 5-B



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 5-C Insurance and Bonding Evidence

Offeror Response:

[Click here to enter your response.](#)

ATTACHMENT 5-C SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
74.	Insurance Certificate	4/11/18	2	Proof of Insurance
75.				
76.				
77.				
78.				
79.				
80.				

End of Attachment 5-C



Request for Proposal

Solicitation No.
ADSP018-00007981

Description:
Landscaping & Utility Vehicles, Trailers & Equipment

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

Attachment 5-D Offer Checklist

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

	DOCUMENT	SUBMITTED
81.	Attachment 1: Offer and Acceptance Form	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
82.	Attachment 2-A: Experience and Capacity Questionnaire	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
83.	Attachment 2-B: Organization Profile	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
84.	Attachment 3-A: Method Proposal	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
85.	Attachment 3-B: Key Personnel Proposal	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
86.	Attachment 3-C: Proposed Subcontractors	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
87.	Attachment 3-D:	N/A
88.	Attachment 3-E: Israel Boycott Disclosure	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
89.	Attachment 4: Pricing Document	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
90.	Attachment 5-A: Confidential Information Designation	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
91.	Attachment 5-B: Conformance Statements	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
92.	Attachment 5-C: Insurance and Bonding Evidence	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no
93.	Attachment 5-C: Offer Checklist	<input checked="" type="checkbox"/> YES <input type="checkbox"/> no

End of Attachment 5-D

End of Section 3-B

End of Part 3



Corporate Office

1651 S. Country Club Dr
Mesa, AZ 85210-6001 (480)
969-5516 Fax (480) 461-
1835
www.binghamequipment.com

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

Re: Solicitation No. ADSP018-00007981
Landscaping and Utility Vehicles,
Trailers and Equipment

To Whom it May Concern:

The Chief Executive Officer and Chief Financial Officer of Bingham Equipment Company take personal responsibility for the thoroughness and correctness of any and all financial information supplied with this proposal. Bingham Equipment Company always utilizes a reputable Certified Public Accounting Firm to conduct an official audit to prove reasonable separation of duties and functions as required to complete an audited financial statement for the firm.

Our Company has utilized the services of Henry and Horne CPA to conduct an independent audit for at least the last 30 years. We are forwarding the last three years of audited financial statements and request that a the kept confidential.

If you have any questions, feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Blaine Bingham". The signature is fluid and cursive, with the first name "Blaine" and last name "Bingham" clearly distinguishable.

Blaine Bingham, Pres.
480 - 610 - 4070 Direct



EXHIBIT I

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

Solicitation No.: **ADSP018-00007981**

PAGE
1

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

OF
1

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 401
Phoenix, AZ 85007

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: Michael Clark Date 4/11/18

Printed Name: Michael Clark

Company: Bingham Equipment

Title: Gov Sales

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)

Solicitation No.: **ADSP018-00007981**

PAGE
1

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

OF
1

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

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.)

Solicitation No.: **ADSP018-00007981**

PAGE
1

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

OF
1

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

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

The Contractor, BINGHAM EQUIPMENT CO, 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 Michael Clark

Name and Title of Contractor's Authorized Official Michael Clark Goy Sales

Date 4/11/18



EXHIBIT IV

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

Solicitation No.: **ADSP018-00007981**

PAGE
1

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

OF
1

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

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: Michael Clark Date 4/11/18

Printed Name: Michael Clark

Company: Bingham Equipment Co

Title: Gov Sales



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2018

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 have ADDITIONAL INSURED provisions or 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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664	
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED SERVICE INSURANCE COMPANY	28304
INSURED BINGHAM EQUIPMENT COMPANY (A CORP) 1655 S. COUNTRY CLUB DR. MESA, AZ 85210	266-668-3	INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES**CERTIFICATE NUMBER: 90****REVISION NUMBER: 0**

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	9030132	06/01/2017	06/01/2018	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/PO/AGG	\$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY	N	N	9030132	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	9030134	06/01/2017	06/01/2018	EACH OCCURRENCE	\$25,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER266-668-3
STATE PROCUREMENT OFFICE
100 N 15TH AVE STE 402
PHOENIX, AZ 85007

90 0

CANCELLATION

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

Michael G Ken

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Bingham Equipment Company

EXHIBIT 1 - SCOPE OF WORK

1655 S. Country Club Drive
Mesa, Arizona 85210-6098
Phone (480) 969-5516
Fax (480) 969-0271

www.binghamequipment.com

Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to:

SAME AS BELOW

Invoice to:

Town of Florence
PO Box 2670
444 North Warner
Florence AZ 85232

Branch		
01 - Mesa		
Date	Time	Page
06/04/2018	7:25:20 (O)	1
Account No.	Phone No.	Quote No.
FLORE014	5202510664	015109
Ship Via	Purchase Order	
	QUOTE ONLY	
	999	
Salesperson		
Shaun Spilsbury		1SD

Sales Quote

Description ** Q U O T E ** EXPIRY DATE: 08/08/2018 Amount

New KU M7060HDC12 38964.95

New KUBOTA M7060HDC12 4WD Tractor
4 cyl turbo charged diesel, common rail fuel
injection, 71 net engine HP, 64 PTO, 4WD
Single remote w/ self cancelling detents
12R/12F speeds with hyd shuttle, Hyd wet disc
brakes, CAB (Ultra Grand Cab) Integral Factory ROPS
Certified, Retractable Seat Belt, Flat Deck, Grammer Deluxe
Seat with Armrests, Tinted Glass, Dual Level Air
Conditioning & Heater, Electric A/C Controls, Front Wiper
w/Washer - 2 Speed, Radio Ready, includes 2-speakers,
antenna, and wiring harness, Left & Right Side Exterior
Mirrors, 2 - Front Work Lights, 2 - Rear Work Lights, 2
Doors, Frameless all glass, Left & Right Side Steps, Sun
Visor, Tilt Steering Wheel, Interior Dome Light, Accessory
Plug 12V - 15 Amp, 12V 30 Amp Coupler, Cup Holder, Ashtray,
Horn
24 Month 2000 Hour Full Warranty (Which Ever Occurs First)
36 Month 3000 Hour Powertrain Warranty (Which Ever Occurs
Description

Amount
First)

M7060HDC 4WD Utility Tractor \$43,135.00
ALR8917 Rear tire R4 .00
AMR8797 Front Tire R4 \$36.00
M7687 2nd Position Lever Kit \$140.00
M7610 Self-Canceling Detent Valve \$693.00
M8075 Front Weight Bumper \$395.00
M8073 Bolt Kit \$59.00
M8076 Bolt Kit For Bumper \$57.00
M8071 7 Suitcase Weights \$700.00
77700-V4318 Strobe Light \$163.00
Sub Total \$45,378.00

SIGNED X _____

SIGNED X _____

The buyer represents that he owns the above Trade-in equipment free and clear
of any encumbrance except that indicated payable to: _____

in the amount of: _____

SIGNED X _____
If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES,
EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICALITY,
WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is
made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".



Bingham Equipment Company

1655 S. Country Club Drive

Mesa, Arizona 85210-6098

Phone (480) 969-5516

Fax (480) 969-0271

www.binghamequipment.com

Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to:

SAME AS BELOW

Invoice to:

Town of Florence
PO Box 2670
444 North Warner
Florence AZ 85232

Branch			
01 - Mesa			
Date	Time	Page	
06/04/2018	7:25:20 (O)	2	
Account No.	Phone No.	Quote No.	
FLORE014	5202510664	015109	
Ship Via		Purchase Order	
		QUOTE ONLY	
		999	
Shaun Spilsbury		Salesperson	
		1SD	

Sales Quote

Description ** Q U O T E ** EXPIRY DATE: 08/08/2018 Amount

Procure AZ Discount <8,168.04>
Sub Total \$37,209.96
CL-KUM1008 Rock Screen \$1,754.99
Total \$38,964.95

All Pricing Is In Accordance With Procure AZ Contract
#ADSP018-202735 Bingham Equipment Company.

Thank You For The Opportunity
Shaun Spilsbury
Municipal/Government Sales
602-980-5671

Miscellaneous Charges/Credits
=====

LABOR SALES Qty: 1 Price: 575.00 575.00

Subtotal: 39539.95
MARICOPA COUNTY TAX: 2454.79
Quote Total: 41994.74

Authorization: _____

THANK YOU

SIGNED X _____

SIGNED X _____

The buyer represents that he owns the above Trade-in equipment free and clear of any encumbrance except that indicated payable to: _____

in the amount of: _____

SIGNED X _____

If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANABILITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".

Customer Equipment Delivery and Acceptance Check List

- 1) Limited Warranty: (if applicable) This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship. "Limited" means the warranty is for a specific period of time, and has certain other restrictions. I have received my equipment owner's manual, have had the safe operation of the equipment explained, and understand it is my responsibility to fully read the operators manual.

Initial: _____

- 2) Extended Warranty: This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship, for a specific period of time beyond the time period of any basic warranty. This promise may also be that offered by other than the manufacturer of the product. I have had the applicable equipment warranty (if any) explained and understand its conditions and limitations.

I have been offered an Extended Warranty coverage, a copy of which offer is attached and I;

Accept: _____

Decline: _____

- 3) Property Damage Insurance: This product is the agreement between the named insured and a company providing this insurance in return for the payment of premium for each Notice of Insurance issued under authority of said insurers Master policy to provide coverage for the named insured and the retail purchaser or one involved in extended credit secured by the property described in the security instrument, for property described in the Declarations, subject to the Conditions and Exclusions the Notice of Insurance.

I have been offered Property Damage Insurance coverage, a copy of which offer is attached and I;

Accept: _____

Decline: _____

- 4) Preventive Service Maintenance Agreement: This product is the agreement of Bingham Equipment Company to perform specific maintenance service functions as prescribed by the manufacturer's periodic maintenance schedule on the property described in the attached agreement, in return for payment for the services. This agreement is "Limited" which means the agreement is for a specific period of time, and has certain other restrictions.

I have been offered a Service Maintenance policy on the equipment, a copy of which offer is attached and I;

Accept: _____

Decline: _____

- 5) Revolving Credit Account: This product is the offer to establish a revolving account for the purpose of extending credit to me as the applicant, subject to the provisions of the revolving credit agreement of the lender.

I have been offered either the CNH or Kubota Commercial Revolving account, and I;

Accept: _____

Decline: _____

- 6) Lo Jack: This product is a silent transmitter security devise which will be attached to a specific piece of equipment, which becomes activated by a routine stolen vehicle police report. Once the Lo Jack is activated the police can begin tracking and potentially recovering the stolen equipment. I have been offered this product, and I;

Accept: _____

Decline: _____

- 7) GPS: This product will enable online monitoring of equipment engine hours, equipment location and other reports for routine maintenance, usage and other security needs. The first 3 months of service are included with a website user name and password. At the end of the trial period the user will have the option to continue service at the agreed upon monthly rate or discontinue service.

Accept: _____

Decline: _____

M7060 for sale at Bingham Equipment Company. Serving your new and used equipment needs from Mesa, Casa Grande, Yuma, Parker, Buckeye, Cottonwood, Tucson, Phoenix, Prescott Valley, Roll, and Lakeside, Arizona.



M7060

M60 Series

Proven, Powerful, and Reliable Kubota Diesel Engine

The M60 Series are powered by the V3307 Series Kubota diesel engine. This 3.3 liter turbocharged 4 cylinder engine has been designed specifically to reduce noise and vibration. The M60 Series engines also feature an electronic governor that gives you electronic control of engine rpm. Activating the system keeps engine revolution constant, preventing drops in PTO speed and enabling stable operation. It makes working with PTO driven implements much more efficient.

3-Point Hitch

The Category I/II 3-point hitches provide fast and simple attachment of rear-mounted implements with telescopic lower link ends, standard on all models, which further shows how Kubota is a step above.

Fuel Saving Economy PTO*

For economy PTO operation, change the lever to 540E position. The engine operates at lower rpm to save fuel and reduce operating noise while still turning the PTO shaft at 540 rpm. Under the economy PTO operation, 540 PTO rpm is available at 1828 engine rpm on the M6060/M7060.

*Standard on M7060 HD12/HDC12; Optional for F8/R8 and other M60 series models

Hydraulics

The hydraulics on the M60 Series are state-of-the-art. External hydraulic cylinders improve the lifting power and offer easier maintenance. The front loader cycle times are short, increasing productivity and facilitating operation. One (SCD) hydraulic remote valve is standard, with the option to add up to 2 more, plus an optional flow control valve to control the oil flow volume.

Hydraulic Independent PTO

Pulling, lifting, cutting or baling – the hydraulic independent PTO makes your toughest work easier. Self-modulation engagement with an Electric PTO Switch means implements like a rear cutter engage smoothly. The PTO brake engages when the clutch is shut off and securely holds the PTO shaft. The PTO clutch can be hydraulically engaged and disengaged on the go. This means mowing, operating hay equipment or spraying orchards are all made more efficient.

Ultra Grand Cab

Stay comfortable year-round in the Ultra Grand Cab – with curved glass and curved upper windshield for more visibility. For even more comfort, the optional Air Ride seat offers exceptional seat suspension to make sure whatever path you're on is smooth.

Great Maneuverability

The M60 Series also has the time tested Kubota bevel gear front axle, which allows for low maintenance, exceptional turning radius and better ground clearance when compared to traditional u-joint front axles. The bevel-gear front axle provides the M60 Series with greater all-around maneuverability, whether you're in the tight confines of a barnyard or straddling tall windrows in a hay field. The limited slip differential on the front and differential lock on the rear are standard features, offering increased stability and traction on the challenging ground conditions.

Transmission Options

- F8/R8 Transmissions – Four speed synchronized main shift and a high/low range supply tractors with 8 Forward and 8 Reverse speeds

- F12/R12 Transmissions (Factory Option)* – Six speed synchronized main shift and a high/low range give a total of 12 Forward and 12 Reverse speeds to help find the right speed for different applications

*Available on M7060

- Overdrive (F12/R12 models only) – The overdrive function keeps the engine revolutions at around 1960 rpm during high speed driving for better fuel economy

Operator Comfort

The M60 Series operator's station provides optimal comfort with a deluxe seat, armrests, wide area rubber floor mat and ergonomic controls built into a console for a more refined finish. The M60 Series also has deluxe features such as a hydraulic shuttle and fully synchronized main shift transmission that allows for clutchless forward and reverse direction changes and easy on the go shifting.

Model	M6060		M7060	
	2WD	4WD	2WD	4WD
ROPS / CAB	HFC	HD / HDC	HFC	HD / HDC
Engine		V3307-CR-TE4		
Type (Make : KUBOTA)		4 cylinder in-line, Common Rail System, direct inject.		
No. of cylinders/Aspiration		4 / turbocharged		
Engine net power	HP (kW)	63.5 (47.4)		71 (53.0)
PTO power	HP (kW)	56 (41.7)		64 (47.7)
Total displacement	cu.in. (cc)	203 (3331)		
Rated engine RPM	ROPS/CAB	2400		
Fuel tank capacity	ROPS/CAB gal. (ℓ)	18.5 (70) / 23.8 (90)		
Alternator	ROPS/CAB	45 Amp / 60 Amp (100 Amp: OPT)		
Transmission		F8 / R8		F12 / R12
No. of speeds		Fully synchronized (4 speed)		Fully synchronized (6 speed)
Main gear shift				
Dual speed (Hi-Lo)				
Shuttle shift		Hydraulic-shuttle		
Main clutch type		Multiple wet disc		
Brake type		Mechanical wet disc		Hydraulic wet disc
Differential lock (Front / Rear)		N / A	N/A / Mechanical	Limited Slip Differential / Mechanical
4WD clutch type		-	Mechanical on-the-go	Mechanical on-the-go Electro-Hydraulic on-the-go
PTO		Live-independent PTO, electro-hydraulic clutch with brake		
Type				
Speed	rpm	540 (540 / 540E:OPT)		540 / 540E
Hydraulics				
Pump capacity (3-pt. hitch) ROPS/CAB gpm (ℓ/min.)		11.0 (41.6)		16.2 (61.5)
3-Point Hitch		Telescopic lower link ends, Telescopic Stabilizers		
Category		I / II		
Control system		Position, draft (top link sensing) & mixed control		
Lift capacity at 24 in. behind lift point lbs. (kg)		3307 (1500)		
Cylinder type		Two external cylinders		
No. of standard remote valves		1 (2nd, 3rd & flow control valve optional)		
Other features				
4WD system		N / A	Bevel gear type	Bevel gear type
Steering		Hydrostatic power steering		
Tilt steering		Standard		
Hood type / Pedal type		Full open, slanted, steel / Hanging		
Deck type (ISO-mounted w/rubber mat)		Semi-flat on ROPS models, full-flat on CAB models		
Panel type		Electronic		
Fender shape		Wide, round		
Standard tire size				
Front		7.5-16	9.5-24	7.5-16
Rear		16.9-28		16.9-30
Dimensions & weight				
Overall length	ROPS models in. (mm)	-	138.0 (3505)	138.0 (3505)
CAB models	in. (mm)	142.7 (3625)	138.0 (3505)	142.7 (3625)
Overall height	top of ROPS in. (mm)	96.9 (2460)		97.2 (2470)
top of CAB	in. (mm)	100.6 (2555)		101.0 (2565)
Overall width (minimum)	in. (mm)	73.0 (1860)		
Wheelbase	ROPS models in. (mm)	-	83.1 (2110)	83.1 (2110)
CAB models	in. (mm)	84.4 (2145)	83.1 (2110)	84.4 (2145)
Crop clearance (Front axle)	in. (mm)	18.1 (460)		
Tread width	Front in. (mm)	55.9-71.7 (1420-1820)	55.9, 59.8 (1420, 1520)	55.9-71.7 (1420-1820)
Rear	in. (mm)	55.9-67.7 (1420-1720)		
Turning radius (w/o brake)	ft. (m)	10.81 (3.3)	11.8 (3.6)	10.8 (3.3)
Tractor weight	ROPS models lbs. (kg)	-	5005 (2270)	5027 (2280)
CAB models	lbs. (kg)	5226 (2370)	5358 (2430)	5248 (2380)

*SAE J1349

The company reserves the right to change the above specifications without notice. This brochure is for descriptive purpose only.

Some of the items pictured in this brochure are optional, and not standard equipment. Please contact your local Kubota dealer for warranty, safety or product information.

For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications.

Not for sale in Nebraska.



Your Price: \$1,754.99

FITS: Kubota M6060, M7060, M8560, M9960 and M9960

Choose Options and Quantity

*** Select Tractor You'll Be Installing this To:**

Select Tractor You'll Be Installing this To: ▼

*** DIRECT SHIP LTL**

☒ This item ships LTL TRUCK FREIGHT direct from the manufacturer and qualifies for our \$150 flat rate shipping program.

Quantity

1

 Add to order

[Questions about this item? Be the first to ask here.](#)

[0Share](#)

Product Overview

Key Specifications

Replacing glass windows on your tractor's cab can be expensive and flying debris can be dangerous to the operator. But now, you can protect your vehicle's cab and the operator from the hazards of flying rocks, falling branches, and other harmful debris you might encounter while on the job!

Protect your investment and keep yourself or your employees safe, with CL2 Products protective cab cages by Acme Outfitters. Rock Screen Guards by Acme Outfitters features heavy-duty steel construction with a tough, durable powder coat finish. These screen guards install easily using your tractor's existing mounting points.

Look good and stay safe with our full line of CL2 Products Rock Screen Guards.

Customers who viewed this item also viewed



[P20 Series Fiberglass Canopy for Tractors \(Orange - 52" x 66"\)](#)

\$359.99

Add to Order

People who bought this item were also interested in...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2018

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
Brown & Brown Insurance of AZ, Inc
2800 North Central Avenue, Suite 1600
Phoenix AZ 85004

CONTACT NAME: Lisa Brode

PHONE (A/C, No, Ext): 602-277-6672

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Amerisure Insurance Company

19488

INSURED
Bingham Equipment Company
Bingham Investment Company LLC
1651 S Country Club Drive Mesa
AZ 85210

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1571055999

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC2066888 0701	1/1/2018	1/1/2019	X PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							\$1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket waiver of subrogation applies to workers compensation per the attached endorsement.

CERTIFICATE HOLDER

State Procurement Office
100 N 15th Ave, Suite 402
Phoenix, AZ 85007

CANCELLATION

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

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Town of Florence Bid Tabulation Sheet

012-581-505

		General Ledger Account Number: 287-506-505-	
Verbal (Only allowed \$5,000 or less)		Date Prepared: 6/4/2018	
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By: DHILLS	
Formal Sealed Bid :	Title of Bid: KUBOTA M7060HDC12 4WD TRACTOR	Open Date:	
		Close Date:	

Item(s) (Include quality, Brand, Model & Color): 2018 Kubota 4WD Tractor

VENDORS		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	Bingham Equipment Company			\$39,539.95	\$41,994.74	Extended prices includes all taxes & rear window guard
	Address:	1655 S. Country Club Dr		Tax:			
		Mesa Az 85210		Freight:			
	Contact:	Shaun Spilsbury		Labor			
	Phone:	602-9802-5671	Fax:				
	Email:	shaun.spilsbury@binghamequipment.com	Date Notified of Decision:				
	Quote #:		REQ # :	PO #:			
2	Received:		Expires:				
	Name:	Stotz Equipment (John Deere)				\$56,228.33	
	Address:	500N. Eleven Mile Corner Rd		Tax:			
		Casa Grande AZ 85194		Freight:			
	Contact:	Hector Albarran					
	Phone:	520-631-7145	Fax:				
	Email:		Date Notified of Decision:				
3	Quote #:		REQ # :	PO #:			
	Received:		Expires:				
	Name:						
	Address:			Tax:			
				Freight:			
	Contact:						
	Phone:		Fax:				
	Email:		Date Notified of Decision:				
	Quote #:		REQ # :	PO #:			
	Received:		Expires:				
	Name:						
	Address:			Tax:			
				Freight:			
	Contact:						
	Phone:		Fax:				
	Email:		Date Notified of Decision:				
	Quote #:		REQ # :	PO #:			
	Received:		Expires:				
	Name:						
	Address:			Tax:			
				Freight:			

State

Bingham Equipment AZ STATE CONTRACT # ADSP018-202735

Justification (if not lowest bid.): Going to Council 6-18-18

Department Head Approval:		Date:	6/5/18
Finance Director Approval:		Date:	6/13/18
Town Manager Approval:		Date:	6/13/18

Exhibits Attached:	

If over \$24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.



EXHIBIT 1 - SCOPE OF WORK

1655 S. Country Club Drive
Mesa, Arizona 85210-6098
Phone (480) 969-5516
Fax (480) 969-0271
www.binghamequipment.com

Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to:

SAME AS BELOW

Invoice to:

Town of Florence
PO Box 2670
444 North Warner
Florence AZ 85232

Branch 01 - Mesa		
Date 06/04/2018	Time 7:25:20 (O)	Page 1
Account No. FLORE014	Phone No. 5202510664	Quote No. 015109
Ship Via		Purchase Order QUOTE ONLY
		999
Shaun Spilsbury		Salesperson 1SD

Sales Quote

Description ** Q U O T E ** EXPIRY DATE: 08/08/2018 Amount

New KU M7060HDC12 38964.95

New KUBOTA M7060HDC12 4WD Tractor

4 cyl turbo charged diesel, common rail fuel

injection, 71 net engine HP, 64 PTO, 4WD

Single remote w/ self cancelling detents

12R/12F speeds with hyd shuttle, Hyd wet disc

brakes, CAB (Ultra Grand Cab) Integral Factory ROPS

Certified, Retractable Seat Belt, Flat Deck, Grammer Deluxe

Seat with Armrests, Tinted Glass, Dual Level Air

Conditioning & Heater, Electric A/C Controls, Front Wiper

w/Washer - 2 Speed, Radio Ready, includes 2-speakers,

antenna, and wiring harness, Left & Right Side Exterior

Mirrors, 2 - Front Work Lights, 2 - Rear Work Lights, 2

Doors, Frameless all glass, Left & Right Side Steps, Sun

Visor, Tilt Steering Wheel, Interior Dome Light, Accessory

Plug 12V - 15 Amp, 12V 30 Amp Coupler, Cup Holder, Ashtray,

Horn

24 Month 2000 Hour Full Warranty (Which Ever Occurs First)

36 Month 3000 Hour Powertrain Warranty (Which Ever Occurs

Description

Amount

First)

M7060HDC 4WD Utility Tractor \$43,135.00

ALR8917 Rear tire R4 .00

AMR8797 Front Tire R4 \$36.00

M7687 2nd Position Lever Kit \$140.00

M7610 Sefl-Canceling Detent Valve \$693.00

M8075 Front Weight Bumper \$395.00

M8073 Bolt Kit \$59.00

M8076 Bolt Kit For Bumper \$57.00

M8071 7 Suitcase Weights \$700.00

77700-V4318 Strobe Light \$163.00

Sub Total \$45,378.00

SIGNED X _____

SIGNED X _____

The buyer represents that he owns the above Trade-in equipment free and clear
of any encumbrance except that indicated payable to: _____

in the amount of: _____

SIGNED X _____

If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

STATEMENT CONCERNING WARRANTIES

Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES,
EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY,
WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is
made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".



Bingham Equipment Company

1655 S. Country Club Drive
Mesa, Arizona 85210-6098
Phone (480) 969-5516
Fax (480) 969-0271
www.binghamequipment.com

Remit to: 1651 South Country Club Dr., Mesa, AZ 85210

Ship to:

SAME AS BELOW

Invoice to:

Town of Florence
PO Box 2670
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Florence AZ 85232

Branch 01 - Mesa		
Date 06/04/2018	Time 7:25:20 (O)	Page 2
Account No. FLORE014	Phone No. 5202510664	Quote No. 06 015109
Ship Via		Purchase Order QUOTE ONLY
		999
Shaun Spilsbury		Salesperson 1SD

Sales Quote

Description ** Q U O T E ** EXPIRY DATE: 08/08/2018 Amount

Procure AZ Discount	<8,168.04>
Sub Total	\$37,209.96
CL-KUM1008 Rock Screen	\$1,754.99
Total	\$38,964.95

All Pricing Is In Accordance With Procure AZ Contract
#ADSP018-202735 Bingham Equipment Company.

Thank You For The Opportunity
Shaun Spilsbury
Municipal/Government Sales
602-980-5671

	Sale Total:	38964.95
Miscellaneous Charges/Credits		
=====		
LABOR SALES	Qty: 1 Price: 575.00	575.00

	Subtotal:	39539.95
	MARICOPA COUNTY TAX:	2454.79
Authorization: _____	Quote Total:	41994.74

THANK YOU

SIGNED X _____

SIGNED X _____

The buyer represents that he owns the above Trade-in equipment free and clear of any encumbrance except that indicated payable to: _____

In the amount of: _____

SIGNED X _____
If other than the purchaser, signer represents he is an agent of and authorized to sign for purchaser.

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Except for expressed warranties made by the manufacturer of goods, THERE ARE NO WARRANTIES, EXPRESSED STATUTORY OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MECHANICALITY, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF. No warranty whatsoever is made on any used, second-hand, altered or rebuilt goods. Such goods are sold "AS IS".

Customer Equipment Delivery and Acceptance Check List

- 1) **Limited Warranty:** (if applicable) This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship. "Limited" means the warranty is for a specific period of time, and has certain other restrictions. I have received my equipment owner's manual, have had the safe operation of the equipment explained, and understand it is my responsibility to fully read the operators manual.

Initial: _____

- 2) **Extended Warranty:** This product is the written guarantee by the manufacturer of the product, promising to repair or replace parts which have a defect in materials or workmanship, for a specific period of time beyond the time period of any basic warranty. This promise may also be that offered by other than the manufacturer of the product. I have had the applicable equipment warranty (if any) explained and understand its conditions and limitations.

I have been offered an Extended Warranty coverage, a copy of which offer is attached and I;

Accept: _____

Decline: _____

- 3) **Property Damage Insurance:** This product is the agreement between the named insured and a company providing this insurance in return for the payment of premium for each Notice of Insurance issued under authority of said insurers Master policy to provide coverage for the named insured and the retail purchaser or one involved in extended credit secured by the property described in the security instrument, for property described in the Declarations, subject to the Conditions and Exclusions the Notice of Insurance.

I have been offered Property Damage Insurance coverage, a copy of which offer is attached and I;

Accept: _____

Decline: _____

- 4) **Preventive Service Maintenance Agreement:** This product is the agreement of Bingham Equipment Company to perform specific maintenance service functions as prescribed by the manufacturer's periodic maintenance schedule on the property described in the attached agreement, in return for payment for the services. This agreement is "Limited" which means the agreement is for a specific period of time, and has certain other restrictions.

I have been offered a Service Maintenance policy on the equipment, a copy of which offer is attached and I;

Accept: _____

Decline: _____

- 5) **Revolving Credit Account:** This product is the offer to establish a revolving account for the purpose of extending credit to me as the applicant, subject to the provisions of the revolving credit agreement of the lender.

I have been offered either the CNH or Kubota Commercial Revolving account, and I;

Accept: _____

Decline: _____

- 6) **Lo Jack:** This product is a silent transmitter security devise which will be attached to a specific piece of equipment, which becomes activated by a routine stolen vehicle police report. Once the Lo Jack is activated the police can begin tracking and potentially recovering the stolen equipment. I have been offered this product, and I;

Accept: _____

Decline: _____

- 7) **GPS:** This product will enable online monitoring of equipment engine hours, equipment location and other reports for routine maintenance, usage and other security needs. The first 3 months of service are included with a website user name and password. At the end of the trial period the user will have the option to continue service at the agreed upon monthly rate or discontinue service.

Accept: _____

Decline: _____

M7060 for sale at Bingham Equipment Company. Serving your new and used equipment needs from Mesa, Casa Grande, Yuma, Parker, Buckeye, Cottonwood, Tucson, Phoenix, Prescott Valley, Roll, and Lakeside, Arizona.



M7060
M60 Series

Proven, Powerful, and Reliable Kubota Diesel Engine

The M60 Series are powered by the V3307 Series Kubota diesel engine. This 3.3 liter turbocharged 4 cylinder engine has been designed specifically to reduce noise and vibration. The M60 Series engines also feature an electronic governor that gives you electronic control of engine rpm. Activating the system keeps engine revolution constant, preventing drops in PTO speed and enabling stable operation. It makes working with PTO driven implements much more efficient.

3-Point Hitch

The Category I/II 3-point hitches provide fast and simple attachment of rear-mounted implements with telescopic lower link ends, standard on all models, which further shows how Kubota is a step above.

Fuel Saving Economy PTO*

For economy PTO operation, change the lever to 540E position. The engine operates at lower rpm to save fuel and reduce operating noise while still turning the PTO shaft at 540 rpm. Under the economy PTO operation, 540 PTO rpm is available at 1828 engine rpm on the M6060/M7060.

*Standard on M7060 HD12/HDC12; Optional for F8/R8 and other M60 series models

Hydraulics

The hydraulics on the M60 Series are state-of-the-art. External hydraulic cylinders improve the lifting power and offer easier maintenance. The front loader cycle times are short, increasing productivity and facilitating operation. One (SCD) hydraulic remote valve is standard, with the option to add up to 2 more, plus an optional flow control valve to control the oil flow volume.

Hydraulic Independent PTO

Pulling, lifting, cutting or baling – the hydraulic independent PTO makes your toughest work easier. Self-modulation engagement with an Electric PTO Switch means implements like a rear cutter engage smoothly. The PTO brake engages when the clutch is shut off and securely holds the PTO shaft. The PTO clutch can be hydraulically engaged and disengaged on the go. This means mowing, operating hay equipment or spraying orchards are all made more efficient.

Ultra Grand Cab

Stay comfortable year-round in the Ultra Grand Cab – with curved glass and curved upper windshield for more visibility. For even more comfort, the optional Air Ride seat offers exceptional seat suspension to make sure whatever path you're on is smooth.

Great Maneuverability

The M60 Series also has the time tested Kubota bevel gear front axle, which allows for low maintenance, exceptional turning radius and better ground clearance when compared to traditional u-joint front axles. The bevel-gear front axle provides the M60 Series with greater all-around maneuverability, whether you're in the tight confines of a barnyard or straddling tall windrows in a hay field. The limited slip differential on the front and differential lock on the rear are standard features, offering increased stability and traction on the challenging ground conditions.

Transmission Options

- F8/R8 Transmissions – Four speed synchronized main shift and a high/low range supply tractors with 8 Forward and 8 Reverse speeds

- F12/R12 Transmissions (Factory Option)* – Six speed synchronized main shift and a high/low range give a total of 12 Forward and 12 Reverse speeds to help find the right speed for different applications
 - *Available on M7060
- Overdrive (F12/R12 models only) – The overdrive function keeps the engine revolutions at around 1960 rpm during high speed driving for better fuel economy

Operator Comfort

The M60 Series operator's station provides optimal comfort with a deluxe seat, armrests, wide area rubber floor mat and ergonomic controls built into a console for a more refined finish. The M60 Series also has deluxe features such as a hydraulic shuttle and fully synchronized main shift transmission that allows for clutchless forward and reverse direction changes and easy on the go shifting.

Model	M6060			M7060		
	2WD	4WD		2WD	4WD	
ROPS / CAB	HFC	HD / HDC		HFC	HD / HDC	HD12 / HDC12
Engine	V3307-CR-TE4					
Type (Make : KUBOTA)	4 cylinder in-line, Common Rail System, direct inject					
No. of cylinders/Aspiration	4 / turbocharged					
Engine net power	HP (kW)	63.5 (47.4)		71 (53.0)		
PTO power	HP (kW)	56 (41.7)		64 (47.7)		
Total displacement	cu.in. (cc)			203 (3331)		
Rated engine RPM	ROPS/CAB			2400		
Fuel tank capacity	ROPS/CAB gal. (L)			18.5 (70) / 23.8 (90)		
Alternator	ROPS/CAB			45 Amp / 60 Amp (100 Amp OPT)		
Transmission						
No. of speeds		F8 / R8			F12 / R12	
Main gear shift		Fully synchronized (4 speed)			Fully synchronized (6 speed)	
Dual speed (Hi-Lo)						
Shuttle shift				Hydraulic-shuttle		
Main clutch type				Multiple wet disc		
Brake type				Mechanical wet disc		Hydraulic wet disc
Differential lock (Front / Rear)	N / A	N / A / Mechanical	N / A	Limited Slip Differential / Mechanical		
4WD clutch type	-	Mechanical on-the-go	-	Mechanical on-the-go	Electro-Hydraulic on-the-go	
PTO						
Type		Live-independent PTO, electro-hydraulic clutch with brake				
Speed	rpm	540 (540 / 540E:OPT)			540 / 540E	
Hydraulics						
Pump capacity (3-pl. hitch) ROPS/CAB gpm (l/min)		11.0 (41.6)			16.2 (61.5)	
3-Point Hitch		Telescopic lower link ends, Telescopic Stabilizers				
Category		I / II				
Control system		Position, draft (top link sensing) & mixed control				
Lift capacity at 24 in. behind lift point lbs. (kg)		3307 (1500)				
Cylinder type		Two external cylinders				
No. of standard remote valves		1 (2nd, 3rd & flow control valve optional)				
Other features						
4WD system	N / A	Bevel gear type	N / A	Bevel gear type		
Steering		Hydrostatic power steering				
Tilt steering		Standard				
Hood type / Pedal type		Full open, slanted, steel / Hanging				
Deck type (ISO-mounted w/rubber mat)		Semi-flat on ROPS models, full-flat on CAB models				
Panel type		Electronic				
Fender shape		Wide, round				
Standard tire size						
Front	7.5-16	9.5-24	7.5-16	9.5-24		
Rear	16.9-28		16.9-30			
Dimensions & weight						
Overall length	ROPS models in. (mm)	- 138.0 (3505)	- 138.0 (3505)			
	CAB models in. (mm)	142.7 (3625)	138.0 (3505)	142.7 (3625)	138.0 (3505)	
Overall height	top of ROPS in. (mm)	96.9 (2460)		97.2 (2470)		
	top of CAB in. (mm)	100.6 (2555)		101.0 (2565)		
Overall width (minimum)	in. (mm)		73.0 (1860)			
Wheelbase	ROPS models in. (mm)	- 83.1 (2110)	- 83.1 (2110)		83.1 (2110)	
	CAB models in. (mm)	84.4 (2145)	83.1 (2110)	84.4 (2145)	83.1 (2110)	
Crop clearance (Front axle)	in. (mm)		18.1 (460)			
Tread width	Front in. (mm)	55.9-71.7 (1420-1820)	55.9, 59.8 (1420, 1520)	55.9-71.7 (1420-1820)	55.9, 59.8 (1420, 1520)	
	Rear in. (mm)		55.9-67.7 (1420-1720)			
Turning radius (w/o brake)	ft. (m)	10.81 (3.3)	11.8 (3.6)	10.8 (3.3)	11.8 (3.6)	
Tractor weight	ROPS models lbs. (kg)	- 5005 (2270)	- 5027 (2280)			
	CAB models lbs. (kg)	5226 (2370)	5358 (2430)	5248 (2380)	5380 (2440)	

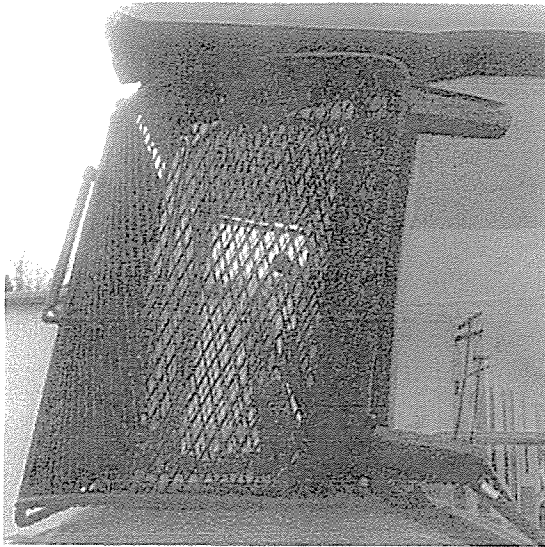
*SAE J1349

The company reserves the right to change the above specifications without notice. This brochure is for descriptive purpose only.

Some of the items pictured in this brochure are optional, and not standard equipment. Please contact your local Kubota dealer for warranty, safety or product information.

For your safety, KUBOTA strongly recommends the use of a Rollover Protective Structure (ROPS) and seat belt in almost all applications.

Not for sale in Nebraska.



Your Price: \$1,754.99

FITS: Kubota M6060, M7060, M8560, M9960 and M9960

Choose Options and Quantity

✦ **Select Tractor You'll Be Installing this To:**

Select Tractor You'll Be Installing this To:

✦ **DIRECT SHIP LTL**

☒ This item ships LTL TRUCK FREIGHT direct from the manufacturer and qualifies for our \$150 flat rate shipping program.

Quantity

[Questions about this item? Be the first to ask here.](#)

[Share](#)

Product Overview

Key Specifications

Replacing glass windows on your tractor's cab can be expensive and flying debris can be dangerous to the operator. But now, you can protect your vehicle's cab and the operator from the hazards of flying rocks, falling branches, and other harmful debris you might encounter while on the job!

Protect your investment and keep yourself or your employees safe, with CL2 Products protective cab cages by Acme Outfitters. Rock Screen Guards by Acme Outfitters features heavy-duty steel construction with a tough, durable powder coat finish. These screen guards install easily using your tractor's existing mounting points.

Look good and stay safe with our full line of CL2 Products Rock Screen Guards.

Customers who viewed this item also viewed



[P20 Series Fiberglass Canopy for Tractors \(Orange - 52" x 66"\)](#)

\$359.99

People who bought this item were also interested in...



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2018

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PRODUCER Brown & Brown Insurance of AZ, Inc 2800 North Central Avenue, Suite 1600 Phoenix AZ 85004	CONTACT NAME: Lisa Brode	
	PHONE (A/C, No, Ext): 602-277-6672 FAX (A/C, No):	
INSURED Bingham Equipment Company Bingham Investment Company LLC 1651 S Country Club Drive Mesa AZ 85210	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Amerisure Insurance Company	NAIC # 19488
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
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COVERAGES

CERTIFICATE NUMBER: 1571055999

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2066888 0701	1/1/2018	1/1/2019	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket waiver of subrogation applies to workers compensation per the attached endorsement.

CERTIFICATE HOLDER


CANCELLATION

State Procurement Office
100 N 15th Ave, Suite 402
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

Lisa Brode

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: June 18, 2018 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Renewal of Koko Entertainment, LLC, contract for Teen Leadership and Programming		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of the renewal of a contract with Koko Entertainment, LLC, for Teen Leadership and Programming, in an amount not to exceed \$37,000.

BACKGROUND/DISCUSSION:

In 2016, the staff, with the support of the Town Council, began to address an absence of teen programming in our community. Staff recognizes the importance for quality youth development programs in Florence and Mr. Billingsley has shared that desire to increase teen leadership opportunities and programming.

Staff is proposing to continue our professional relationship with Kim “Koko” Hunter (Koko Entertainment, LLC) for the planning, coordination, and implementation of teen programs and events, in cooperation with Town staff. Mr. Hunter is a leader in Arizona developing and nurturing programs for teens. He has developed similar programs in the City of Maricopa, City of Phoenix, Boys and Girls Clubs, and he is currently the Dean of Discipline at South Pointe High School in Phoenix, where he continues to mentor youth. His ability to connect with teens is inspiring and the resources and connections he has related to youth development and at-risk youth will help create a foundation for a successful teen leadership program in the coming year.

A VOTE OF NO WOULD MEAN:

The Town would not contract with Koko Entertainment, LLC, and would need to use other resources to continue the teen leadership programs.

A VOTE OF YES WOULD MEAN:

The Town would renew the contract with Koko Entertainment, LLC, to coordinate teen leadership programs.

FINANCIAL IMPACT:

The Town is proposing to renew the contract with Koko Entertainment, LLC, in the amount of \$37,000 for professional services, operating supplies and equipment associated with Teen Leadership and Programming. The programs and events are designed to increase teen activities and enhance leadership skills among teens in Florence.

\$37,000 was included in the Recreation Division – Professional Services budget for Fiscal Year 2018-2019 to continue this program.

ATTACHMENTS:

Koko Entertainment LLC Contract

COMMUNITY SERVICES DEPARTMENT SERVICES AGREEMENT

The SERVICES AGREEMENT (the "Agreement") is entered into by and between KOKO ENTERTAINMENT LLC ("Vendor") and the Town of Florence, a political subdivision of the State of Arizona ("Town"), effective as of JULY 1, 2018 (the "Effective Date"). Town and the Vendor may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

Scope of Services: Vendor shall provide the Services described in the Scope of Services attached hereto and incorporated herein as Exhibits "A" and "B" (the "Services" or "Scope of Services", or "Program"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate Services rendered pursuant to this Agreement.

Fees: The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed \$37,000.00.

Termination for Convenience: Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor. Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment.

Independent Contractor: It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the Services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/his own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

Cancellation of Agreement: This Agreement is subject to cancellation by Town pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference.

Indemnification: The Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Vendor or its subcontractors or

claims under similar laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

Notice: Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth herein.

Insurance:

- A. The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
 - 1. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 - 2. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 - 3. Statutory Workman's compensation.
- B. The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials, volunteers and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.
- C. Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance and Endorsements drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- D. The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, volunteers, agents, and employees for losses arising from Services performed by the Vendor for Town.
- E. The Vendor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5)

days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile. The parties intend that faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

CONSTRUCTION: The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

DISPUTES, GOVERNING LAW: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term or provision's true intent and meaning. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives for each party.

LICENSES: Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

PERMITS AND RESPONSIBILITIES: Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

NON-EXCLUSIVE REMEDIES: The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs

incurred by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

SURVIVAL: All warranties, representations and indemnification by Vendor shall survive the completion, expiration, or termination of this Agreement.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this _____ date of _____, 2018.

REVIEWED:

VENDOR:

By: _____
Community Services Director

By: _____
Kim "Koko" Hunter
Koko Entertainment LLC

AS TO FORM

By: _____
Town Attorney

TOWN OF FLORENCE:

By: _____
Town Manager/Deputy Town Manager

ATTEST:

By: _____
Town Clerk/Deputy Town Clerk

EXHIBIT A

1) Name of Service:

- a) Teen Leadership and Programming

2) Services to be performed:

- a) Develop, coordinate and promote Florence Teen Council, consisting of Florence area teens ages 12-18
 - i) Oversee meetings, providing refreshments or other incentives, throughout the school year
 - ii) Coordinate with teens to develop new programs and activities, as well as participate in some capacity at existing Town special events
 - iii) Submit monthly reports on activities and expenditures
 - iv) Quarterly presentations to the Town Council on activities
- b) Coordinate with Town Staff excursions for teens to sports and cultural destinations
 - i) Participant fees will align with the Town's Cost Recovery Policy
 - ii) Transportation to be provided by Town Staff and included in participant fees
- c) Coordinate a Teen Conference at the Florence Library and Community Center, extending invitations to similar Teen Commissions/Councils throughout Pinal County to attend and collaborate
 - i) Provide three (3) guest speakers
 - ii) Provide one (1) keynote speaker
 - iii) Provide refreshments for up to 200 attendees
- d) Coordinate Teen Pool Parties at the Florence Aquatic Center in July and August 2018 and May and June 2019
 - i) Provide entertainment
 - ii) Provide refreshments for up to 200 attendees
- e) Coordinate two (2) dances for senior citizens from the Florence community at the Florence Library and Community Center.
 - i) Provide entertainment
 - ii) Provide refreshments for up to 200 attendees
- f) Coordinate all activities with Town liaison(s) and prepare Town staff to conduct meetings and/or events if you are unable to attend due to a scheduling conflict or other unforeseen emergency
- g) Programs and events listed, but not limited to, in Exhibit "B" as agreed upon by the Vendor and Community Services Director or designee

3) Services to be conducted for the following period:

- a) Beginning: JULY 1, 2018 and continuing through JUNE 30, 2019
- b) Hours: As agreed upon
- c) Days/Frequency: Two days per week or equivalent; special events and programs as scheduled

4) Facility or location where the services will be provided:

Town of Florence and Florence Unified School District #1 Facilities

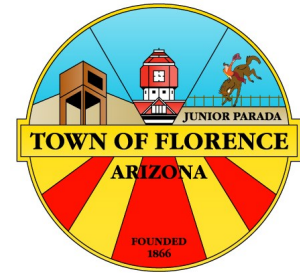
5) Payment:

- a) The Vendor will submit an invoice along with monthly report on activities and expenditures.
- b) The Town shall pay the vendor the agreed fees.
 - i) \$3,500.00 in July 2018
 - ii) \$3,000 per month from August 2018 – May 2019
 - iii) \$3,500.00 in June 2019
 - iv) Vendor shall be paid in full within 15 days of the end of each month.

EXHIBIT B

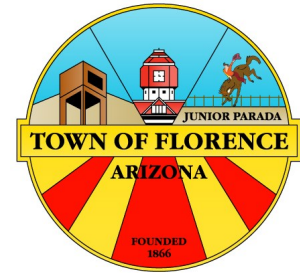
FLORENCE TEEN COUNCIL

July 2018



Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	Teen Tuesday Gaming 2-4 pm 3	Freedom Fest 4	Everyone Meeting @ Community Center 2:00 - 4:00 5	6	Teen Pool Party 6:00 pm -8:00 pm 7
8	9	Teen Tuesday Movie 2-4 pm 10	Skateland Trip 11	Everyone Meeting @ Community Center 2:00 - 4:00 12	13	14
15	16	17	First Day Back To School 18	19	20	21
22	Anthem K-8 Meeting 23	Florence High Meeting 2:30– 3:30 24	25	Florence K-8 Meeting 3:30 - 4:30 26	Back to School Block Party FHS 27	28
29	30	Florence High Meeting 2:30– 3:30 31				

FLORENCE TEEN COUNCIL



August 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat					
			1	Florence K-8 Meeting 3:30 - 4:30	2 Back to school block party FK-8	3 4					
5	Anthem K-8 Meeting	6	Florence High Meeting 2:30– 3:30	7 Half Day Event	8	Florence K-8 Meeting 3:30 - 4:30	9	Back to school block party AK-8	10	11	
12		13	Florence High Meeting 2:30– 3:30	14		15	Florence K-8 Meeting 3:30 - 4:30	16		17	18
19	Anthem K-8 Meeting	20	Florence High Meeting 2:30– 3:30	21	Half Day Event	22	Florence K-8 Meeting 3:30 - 4:30	23	24	25	
				League of Cities And Towns Youth Day					Lock in		
26		27	Florence High Meeting 2:30– 3:30	28		29	Florence K-8 Meeting 3:30 - 4:30	30	31		

Lock in

FLORENCE TEEN COUNCIL



September 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	Anthem K-8 Meeting	3 Florence High Meeting 2:30- 3:30 Council Update	4 Half Day Event	5 Florence K-8 Meeting 3:30 - 4:30	6	7 8
9	10	Florence High Meeting 2:30- 3:30 911 Remembrance Lunctimes	11	12 Florence K-8 Meeting 3:30 - 4:30	13	14 Salsa Potluck 15
16	Anthem K-8 Meeting	17 Florence High Meeting 2:30- 3:30	18	19 Half Day Field Trip	20	Half Day Event 21 22
23	24	25	26	27	28	29
30						

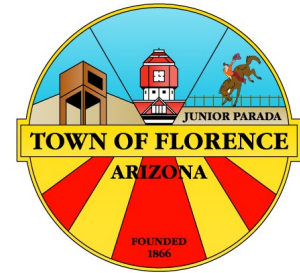
FLORENCE TEEN COUNCIL



October 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat				
	1		2	3	4	5	6			
7	Anthem K-8 Meeting	8	Florence High Meeting 2:30– 3:30	9	10	Florence K-8 Meeting 3:30 - 4:30	11	Homecoming Football Game Tailgate Party	12	13
14	15	Florence High Meeting 2:30– 3:30	16	Half Day Event	17	Florence K-8 Meeting 3:30 - 4:30	18	19	20	
21	Anthem K-8 Meeting	22	Florence High Meeting 2:30– 3:30	23	24	Florence K-8 Meeting 3:30 - 4:30	25	26	Make a Difference Day	27
28	29	Florence High Meeting 2:30– 3:30	30	Half Day Event Haunted House	31					

FLORENCE TEEN COUNCIL



November 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				Florence K-8 Meeting 3:30 - 4:30		
4	Anthem K-8 Meeting	Florence High Meeting 2:30– 3:30		Florence K-8 Meeting 3:30 - 4:30		Teen Movie Night
Veteran’s Day	Observed	Florence High Meeting 2:30– 3:30	Half Day Event	Florence K-8 Meeting 3:30 - 4:30		
18	Anthem K-8 Meeting	Florence High Meeting 2:30– 3:30		Thanks Giving Day		Jr. Parada
25		Florence High Meeting 2:30– 3:30		Florence K-8 Meeting 3:30 - 4:30		

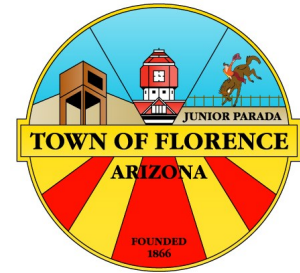
FLORENCE TEEN COUNCIL



December 2018

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2 Anthem K-8 Meeting Council Update	3 Florence High Meeting 2:30- 3:30	4	5 Florence K-8 Meeting 3:30 - 4:30	6 Christmas on Main Street	7 Jingle Bell Run	8
9	10 Florence High Meeting 2:30- 3:30	11	12 Holiday Hoedown 5:30 to 7:30	13 Half Day Event	14	15
16	17	18	19 Everyone Meeting @ Community Center	20	21	22
23	24	25	26	27	28	29
30	31					

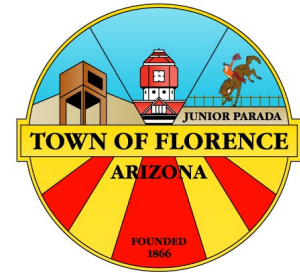
FLORENCE TEEN COUNCIL



January 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat	
			1	2	3	Skateland 4	5
6	Anthem K-8 Meeting 7	Florence High Meeting 2:30– 3:30 8	9	Florence K-8 Meeting 3:30 - 4:30 10	11	12	
13	14	Florence High Meeting 2:30– 3:30 15	Half Day Event 16	Florence K-8 Meeting 3:30 - 4:30 17	18	19	
<div>← MLK Celebrations →</div>							
20	Anthem K-8 Meeting 21	Florence High Meeting 2:30– 3:30 22	23	Florence K-8 Meeting 3:30 - 4:30 24	25	26	
27	28	Florence High Meeting 2:30– 3:30 29	Half Day Event 30	Florence K-8 Meeting 3:30 - 4:30 31			

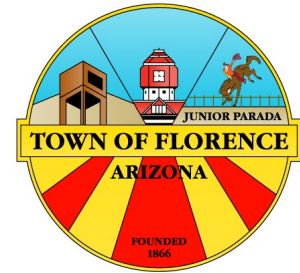
FLORENCE TEEN COUNCIL



February 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	Anthem K-8 Meeting	4 Florence High Meeting 2:30- 3:30	5	6 Half Day Event	7 Half Day Field Trip	8 9
10	11 Florence High Meeting 2:30- 3:30	12	13	14 Florence K-8 Meeting 3:30 - 4:30	15 Cupids Ball (Teen Dance)	16
17	Anthem K-8 Meeting	18 Florence High Meeting 2:30- 3:30	19 Half Day Event	20 Florence K-8 Meeting 3:30 - 4:30	21 22	23 Symposium
24	25 Florence High Meeting 2:30- 3:30	26	27	28 Florence K-8 Meeting 3:30 - 4:30		

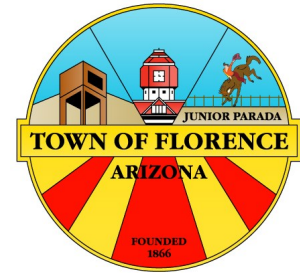
FLORENCE TEEN COUNCIL



March 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	Anthem K-8 Meeting 4	Florence High Meeting 2:30– 3:30 5	Half Day Event 6	Florence K-8 Meeting 3:30 - 4:30 7	8	9
10	11	12	13	Everyone Meeting @ Community Center 14	15	16
Six Flags Field Trip						
17	Anthem K-8 Meeting 18	19	20	Everyone Meeting @ Community Center 21	22	Senior Prom 23
24	25	Florence High Meeting 2:30– 3:30 26	27	Florence K-8 Meeting 3:30 - 4:30 28	29	30
31						

FLORENCE TEEN COUNCIL



April 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 Florence High Meeting 2:30- 3:30	2	Half Day Event	3 Florence K-8 Meeting 3:30 - 4:30	4	5 Road to Country Thunder 6
7 Anthem K-8 Meeting	8 Florence High Meeting 2:30- 3:30	9	10	11 Florence K-8 Meeting 3:30 - 4:30	12	13 Eggstravaganza
14	15 Florence High Meeting 2:30- 3:30	16	17	18 Florence K-8 Meeting 3:30 - 4:30	19	20
21 Anthem K-8 Meeting	22 Florence High Meeting 2:30- 3:30	23	24	25 Florence K-8 Meeting 3:30 - 4:30	26	27
28	29 Florence High Meeting 2:30- 3:30	30				

FLORENCE TEEN COUNCIL



May 2019


Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	Florence K-8 Meeting 3:30 - 4:30	2 Recruitment Days	3
5	Anthem K-8 Meeting	6 Florence High Meeting 2:30- 3:30	7 Half Day Event	8 Florence K-8 Meeting 3:30 - 4:30	9 Recruitment Days	10
12		13 Florence High Meeting 2:30- 3:30	14	15 Florence K-8 Meeting 3:30 - 4:30	16 Recruitment Days	17
19	Anthem K-8 Meeting Council Update	20 Florence High Meeting 2:30- 3:30	21 Half Day Event	22 Half Day Event Summer Kick Off	23	24
26	27	28	29	30	31	

FLORENCE TEEN COUNCIL



June 2019

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						Teen Pool Party 6:00 pm -8:00 pm 1
2	3	Teen Tuesday Gaming 2-4 pm 4	5	Everyone Meeting @ Community Center 2:00 - 4:00 6	7	8
9	10	Teen Tuesday Movie 2-4 pm 11	12	Everyone Meeting @ Community Center 2:00 - 4:00 13	14	D-Backs Game 15
16	17	Teen Tuesday Gaming 2-4 pm 18	19	Everyone Meeting @ Community Center 2:00 - 4:00 20	21	22
23	24	Teen Tuesday Movie 2-4 pm 25	26	Everyone Meeting @ Community Center 2:00 - 4:00 27	28	29
30						

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: June 18, 2018 DEPARTMENT: Information Technology STAFF PRESENTER: Trenton Shaffer SUBJECT: Subex Inc., IoT Security Agreement		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

A motion to approve entering into a three year IoT Security Agreement with Subex, Inc., in an amount not to exceed \$40,000 annually.

BACKGROUND/DISCUSSION:

Town staff and Subex, Inc., have agreed to the terms of the IoT Security Agreement as presented to the Town Council. The agreement identifies the services and scope of work Subex, Inc. will provide to the Town of Florence. In addition to the agreed upon security services, Subex, Inc. has also agreed to provide an IoT Lab for the Town of Florence STEM School to showcase smart cities simulated environments and infrastructure. Lastly, Subex, Inc. will be providing global press releases of the partnership in coordination with the Town of Florence PIO.

A VOTE OF NO WOULD MEAN:

The Town would not enter into an IoT Security Agreement with Subex, Inc. which would jeopardize the security and integrity of existing and future Town of Florence technology infrastructure, including radio, SCADA, and future SMART City initiatives. The Town would also lose the added benefit of an IoT lab for the Florence STEM School.

A VOTE OF YES WOULD MEAN:

The Town would enter into an IoT Security Agreement with Subex, Inc., providing robust and industry leading anomaly detection for existing and future Town of Florence technology infrastructure, including radio, SCADA, and SMART City initiatives. The Town will also benefit from a state-of-the-art IoT lab to be located at the Florence STEM School.

FINANCIAL IMPACT:

\$40,000.00 annually

ATTACHMENTS:

Sole Source Form

Subex IoT Security Agreement

STATEMENT OF WORK - Subex Cybersecurity Services for Critical Infrastructure

Town of Florence
Sole Source/Emergency Purchase Justification

Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The department director shall submit this form for approval before procuring materials or services. In cases of emergency, post submittal is required.

Vendor Name: Subex, Inc Date 8-Jun-18

Commodity (general description) Cybersecurity Services for Critical Infrastructure

Dollar Amount \$40,000.00 (If over \$25,000, must go to Town Council for approval)

Account Number _____

Sole Source

Check all entries that apply:

00-532-409

- ☒ Purchase Request is made to the original manufacturer or provider; There are no regional distributors. (Item * must also be checked.)
- ☐ Purchase Request is made to the only area distributor of the original manufacturer or provider. (Item * must also be checked.)
- * ☒ This is the only known item that will meet the specialized needs of the department or perform the intended functions.
- ☒ Parts/equipment are not interchangeable with similar parts of another manufacturer.
- ☐ Parts/equipment are required from this vendor to provide standardization.
- ☐ The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.
- ☐ None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum.

Emergency

Check all entries that apply. At least two of the following conditions must be met:

- ☐ Human life is in danger
- ☐ A natural disaster or act of God requires immediate action.
- ☐ An unanticipated circumstance poses a threat to city property.
- ☐ A situation exists where work on a specific project will stop or be adversely affected unless immediate action is taken.

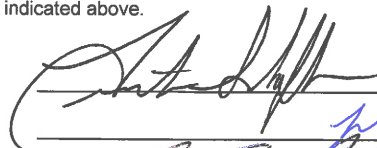
Justification: Subex offers comprehensive IoT security coverage from real-time discovery and monitoring to response and recovery.

Their solution leverages a one-of-its-kind honeypot network that combines physical devices and device emulations to generate IoT/ICS signatures.

Their system will perform attack surface analysis and automatically identify suspected issues to help manage them within our Town network, including our SCADA systems and SMART City systems using proven methods not found in any other cybersecurity products at this time.

On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated above.

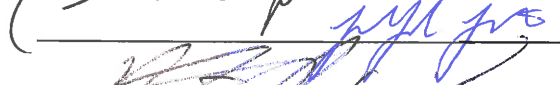
Signature of Department Director



Date

6/8/18

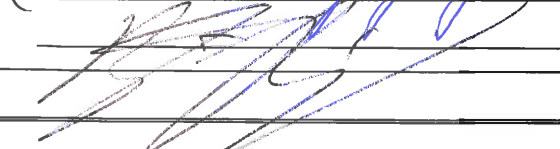
Review by Finance Director



Date

6/13/18

Approved by Town Manager



Date

6/8/18

Exhibit E



IoT Security Agreement

THIS AGREEMENT (“Agreement”) is entered into on the Effective Date between Subex and the Town of Florence, an Arizona municipal corporation, (the “Town”, or “End Customer”) as further identified in Annexure 1. The Agreement provides terms under which Subex and the Town will engage with respect to the Subex IoT Security offering as further described in the Statement of Work (“SoW”) attached as Annexure 4. Town and Subex may be referred to in this Agreement collectively as the “parties” and each individually as a “party”.

The Parties agree as follows:

Offering: Subex shall provide to the Town Of Florence, Arizona (“End Customer”) services, software and other items (such as hardware and other third party items) as specified in the SoW.

Cooperation: Town agrees to provide Subex with such cooperation, materials, information, access and support which is reasonably required to allow Subex to fulfil its obligations under this Agreement including, without limitation, as may be

expressly provided in the SoW. Town understands and agrees that Subex’s obligations hereunder are expressly conditioned on it providing such cooperation, materials, information, access and support.

General Terms and Definitions: The General Terms and Conditions of Annexure 2 and Commercial Terms of Annexure 5 shall apply. Capitalized terms in this Agreement shall have the meaning given in Annexure 3.

IN WITNESS THEREOF, this Agreement has been duly executed by the parties, with an Effective Date as of this day of , 20 .

INNOVATION PAVILION		SUBEX	
SIGNATURE:		SIGNATURE:	
PRINTED NAME:		PRINTED NAME:	DAVID HALVORSON
TITLE:		TITLE:	GENERAL COUNSEL
DATE:	_____, 2018	DATE:	_____, 2018

**Annexure 1: Identification of Parties****Subex Party:** The Subex Party shall be (check one):

Check One Box	Subex Entity Initials	Subex Entity
<input type="checkbox"/>	SL	Subex Limited , (Company number L85110KA1994PLC016663) a company duly incorporated in India under the Companies Act, 1956, as amended and having its registered office at RMZ Ecoworld, Devarabisanahalli, Outer Ring Road, Bangalore – 560,103, INDIA
<input type="checkbox"/>	SAPAC	Subex (Asia Pacific) Pte Ltd (Company No. 200309672N) , a company incorporated under the laws of Singapore, with its place of business at 175 A Bencoolen Street, #08-03 Burlington Square, Singapore 189650
<input type="checkbox"/>	SUK	Subex (UK) Limited (Company No. 4190929), a company organized under the laws of the United Kingdom, with an office at First Floor, Rama, 17 St Anns Road, Harrow, Middlesex, HA1 1JU UNITED KINGDOM
<input checked="" type="checkbox"/>	SI	Subex, Inc. , a company incorporated under the laws of the State of Delaware, with an address at 12303 Airport Way, Suite 390, Broomfield, CO 80021 USA
<input type="checkbox"/>	SAI	Subex Americas Inc. , an Ontario, Canada corporation (1248097) with an address at 12303 Airport Way, Suite 390, Broomfield, CO, 80021 USA
<input type="checkbox"/>	SME	Subex Middle East (FZE) , a company organized under laws of the UAE with an office at Executive Desk Q1-04-098/B, P.O. Box 513156, Sharjah – U.A.E.
<input type="checkbox"/>	SALLP	Subex Assurance LLP , an entity formed under the India Limited Liability Partnership Act, 2008, LLP Identification Number AAJ-0729, having an address at RMZ Ecoworld, Outer Ring Road, Devarabisanahalli, Bangalore, Bangalore, Karnataka, 560103, India.
<input type="checkbox"/>	SDLLP	Subex Digital LLP , an entity formed under the India Limited Liability Partnership Act, 2008, LLP Identification Number AAJ-0728, having an address at RMZ Ecoworld, Outer Ring Road, Devarabisanahalli, Bangalore, Karnataka, 560103, India.

The address for notice for the Subex Parties and the jurisdiction, venue and place for proceedings shall be as follows:

Subex Party	Address for Notice	With Copy to:	Jurisdiction, Venue and Proceedings
SL, SALLP and SDLLP	Attn: Legal RMZ Ecoworld Devarabisanahalli, Outer Ring Road Bangalore – 560,103, INDIA	Attn: Legal 12303 Airport Way, Suite 390 Broomfield, CO 80021 USA	<i>Jurisdiction:</i> Laws of India <i>Venue and proceedings:</i> Bangalore, India
SAPAC	Attn: Legal RMZ Ecoworld Devarabisanahalli, Outer Ring Road Bangalore – 560,103, INDIA	Attn: Legal 12303 Airport Way, Suite 390 Broomfield, CO 80021 USA	<i>Jurisdiction:</i> Laws of India <i>Venue and proceedings:</i> Bangalore, India
SUK	Attn: Legal First Floor, Rama, 17 St Anns Road, Harrow, Middlesex, HA1 1JU UNITED KINGDOM	Attn: Legal 12303 Airport Way, Suite 390 Broomfield, CO 80021 USA	<i>Jurisdiction:</i> Laws of England and Wales <i>Venue and proceedings:</i> London, England
SI	Attn: Legal 12303 Airport Way, Suite 390 Broomfield, CO 80021 USA	Attn: Legal RMZ Ecoworld Devarabisanahalli, Outer Ring Road Bangalore – 560,103, INDIA	<i>Jurisdiction:</i> Laws of Arizona <i>Venue and proceedings:</i> Pinal County, Arizona
SAI	Attn: Legal 12303 Airport Way, Suite 390 Broomfield, CO 80021 USA	Attn: Legal RMZ Ecoworld Devarabisanahalli, Outer Ring Road Bangalore – 560,103, INDIA	<i>Jurisdiction:</i> Laws of New York <i>Venue and proceedings:</i> New York, NY
SME	Attn: Legal RMZ Ecoworld Devarabisanahalli, Outer Ring Road Bangalore – 560,103, INDIA	Attn: Legal 12303 Airport Way, Suite 390 Broomfield, CO 80021 USA	<i>Jurisdiction:</i> Laws of England and Wales <i>Venue and proceedings:</i> London, England

CONTINUED ON NEXT PAGE:



IoT Security Agreement

The Other Party shall be:

The Town of Florence, an Arizona municipal corporation (the "Town")

The address for notice for Other Party shall be the above address or the address below if filled in:

P.O. Box 2670, 775 North Main Street, Florence, AZ 85132 Attention: Town Clerk

-----END OF THIS PAGE-----



Annexure 2: General Terms and Conditions

- 1) **License terms:** Certain Software may be installed on End Customer equipment as detailed in the SoW. To the extent any Software is installed, the following license terms shall apply and shall be provided to the End Customer on a back-to-back, minimum flow down term basis from Innovation Pavilion:

License Grant: Subject to full compliance with the terms of this Agreement, Subex grants the End Customer a limited, non-exclusive, non-transferable, internal license to install, on computers owned or leased by End Customer, the Software and documentation during the term of this Agreement solely for the purpose as contemplated in the SoW. The Software and documentation may not be used for any other purpose and is solely for internal use unless specifically allowed otherwise in the SoW. This license shall be subject to any usage, geographic, restrictions on number of executable copies, or other limitations as provided in the SoW and shall be subject to Subex receiving all payments as required under this Agreement including the SoW. This license shall expire on any expiration or termination of this Agreement.

License Conditions and Restrictions: Unless otherwise expressly allowed in this Agreement or by law (and then only to the minimum extent allowed by law), End Customer shall not, itself or through any Affiliate or any other third party: (i) sell, lease, license, sub-license, modify, create derivative works based on or encumber, in whole or in part, the Software or documentation; (ii) decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code, object code or underlying ideas or algorithms of any Software; (iii) except to the extent expressly provided in the SoW and, then only to that limited extent: (a) reproduce either the Software or the media in which it is stored either in whole or in part; (b) use the Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis or otherwise use or allow others to use the Software for the benefit of any third party; (c) provide, disclose, divulge

or make available to, or permit use of the Software by any persons other than End Customer's employees who are under a legally binding obligation of confidentiality consistent with the confidentiality provisions contained herein; (d) transport, export, or re-export the Software, in whole or in part; (e) disclose the results of the software to any third party.

Ownership: Except for the limited license rights expressly granted under this Agreement, Subex retains all rights, title and interest in and to the Software and documentation and any modifications, updates or derivatives thereto including all Intellectual Property Rights.

Open Source: The Software may include open source components each of which has its own copyright and applicable license conditions. The open source components are licensed to End Customer under the terms of the applicable open source license conditions and/or copyright notices that can be found in the licenses file, the documentation or other materials accompanying the Software and the foregoing license grant and license conditions and restrictions shall not be applicable.

- 2) **Governing Law, Venue, Proceedings in English:** All proceedings shall be conducted in English. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.
- 3) **Unenforceability:** If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect.
- 4) **No Assignment:** Neither party may assign this Agreement or their rights or obligations hereunder, whether directly or by operation of law, without the express written permission of the other party, which permission may be withheld for any reason or no reason. Notwithstanding the foregoing, either Party may assign this Agreement upon notice to an Affiliate of that Party or to an entity acquiring substantially all of the assets of a Party related to this Agreement.



IoT Security Agreement

- 5) **Integration, Complete Agreement:** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications with respect to the subject matter of this Agreement ("Prior Statements"). The Parties agree all Prior Statements: (a) are expressly withdrawn; (b) are overridden by this Agreement, (c) shall have no legal effect; and (d) shall not be relied on or used as evidence in any later legal proceeding. Neither party shall argue in any future legal proceeding that it was induced by any Prior Statement to enter into this Agreement. Further the Parties agree to waive and hereby do expressly waive any claim for any negligent misrepresentation in any Prior Statement provided, however, that nothing in this clause shall relieve a party from any liability for any fraudulent misrepresentation.
- 6) **Modifications in Writing:** No aspect of this paragraph may be waived, overridden or modified ("Modified") by any action of a Party unless in writing and signed by an authorized representative of the Party against whom the Modified language is being used.
- 7) **Independent Business, Compliance with Law:** This Agreement does not create any employer-employee, joint venture or partnership relationship between the Parties. Neither Party is authorized or empowered to represent the other Party for any purpose other than as expressly set forth herein. Each Party is solely responsible for complying with all applicable laws in carrying out their obligations under this Agreement.
- 8) **Notice:** Notification between the parties under this Agreement, to be binding on the recipient, must be: (i) written; (ii) addressed to the recipient specified by 0 or as altered by notice given in accordance with this section; and (iii) left at recipient's address, sent by courier or certified mail, signature to the address of each party given in 0. A notice given in accordance with this section will be deemed received: (i) on the date of delivery, if left at the recipient's address; (ii) two (2) business days after delivery to a courier, if sent by commercial "overnight" courier; or (iii) five (5) calendar days after the date of posting if sent by certified mail.
- 9) **Publicity:** Except as provided in the SOW, neither Party may use the other Party's name, its logo or any of its trademarks in any news, releases, public announcement, advertisement or any other publicity material without obtaining prior written consent of such Party. Notwithstanding the foregoing, Innovation Pavilion agrees, and shall cause End Customer to agree, that Subex may (a) publish a press release and otherwise announce the existence of End Customer and Innovation Pavilion as customers of Subex's IoT Security offering; (b) use the name and logo of End Customer and Innovation Pavilion on the Subex website and in marketing materials; and (c) refer other customers and potential customers to Innovation Pavilion and End Customer as reference customers and Innovation Pavilion and End Customer shall take reasonable steps to meet with, discuss and provide information to such customers and potential customers (together "Marketing Rights").
- 10) **No solicitation:** From the Effective Date until eighteen (18) months following the date of termination, each Party, on behalf of itself and its Affiliates, agrees not to, either directly or through others, solicit, initiate discussions with or attempt to solicit any present officer or employee of the other Party or its Affiliates with whom it has contact during the discussions contemplated by this Agreement, or who becomes known to it through disclosure of Confidential information, to terminate his or her relationship with the other Party; provided, however, that the foregoing restriction shall not apply to any such person who (a) has ceased to be employed by a Party or any of its Affiliates for at least six (6) months; or (b) responds to a general solicitation for employment such as may be contained in or on a newspaper, trade publication, a Party's website or employment website.
- 11) **Payment Terms:** Payments under this Agreement are due and owing thirty (30) days from date of an invoice. Outstanding invoices shall be subject to an interest rate calculated at 18% per annum or, in the event a lower rate is required by law, such lower rate. In the event of any late or non-payment, Subex may suspend all Services and terminate all licenses under this Agreement with immediate effect. Unless otherwise stated in this Agreement or the SoW: (i) all amounts are exclusive of all taxes (other than taxes payable by a party on its net income) and other governmental fees including, without limitation, any sales, use, excise, withholding, import, export, or value added taxes, customs duties; and (ii) all amounts are stated and payable in US dollars.
- 12) **Travel Expenses:** Travel of Subex personnel shall be at the expense of Subex.



IoT Security Agreement

13) **Limited Warranty:** Subex warrants that all Services provided under this Agreement will be performed in a professional manner and in accordance with the terms and conditions in this Agreement and all Software will operate substantially in accordance with its specifications during a period of ninety days following the Effective Date. If the Services are not performed as set forth above, Subex shall re-perform the applicable Services. If the Software does not operate as set forth above, Subex shall take reasonable steps to timely correct such Software. If Subex provides any hardware or third-party software under this Agreement, such hardware and third-party software shall, during a ninety-day period following the Effective Date, conform in all material respects to its then current specifications and shall be free from material defects in materials and workmanship. In the event of any non-conformance by such hardware or third-party software, Subex shall either repair or replace such hardware or third party software. The remedy in this Section is End Customer's sole and exclusive remedy for breach of warranty and Subex' sole and exclusive liability for breach of warranty. The warranty in this Section is made to and for the benefit of the End Customer only. The warranty shall apply only if: (i) the hardware, Software, third party software and Services ("Warranted Items") have been used at all times in accordance with the instructions in the applicable Documentation and in accordance with this Agreement; (ii) no modification, alteration or addition has been made to the Warranted Items; and (iii) Subex receives written notification of the defect within 60 days of the original date of the defect.

14) **DISCLAIMER:** EXCEPT FOR THE LIMITED WARRANTY IN THE SECTION ABOVE, THE SOFTWARE, DELIVERABLES, DOCUMENTATION AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY OF DATA, SYSTEM INTEGRATION, COURSE OF PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. SUBEX DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SOFTWARE, DOCUMENTATION, SERVICES OR ANY

MATERIALS PROVIDED TO INNOVATION PAVILION OR THE END CUSTOMER BY SUBEX WILL BE UNINTERRUPTED OR ERROR FREE.

15) **LIMITATION OF LIABILITY:** IN NO EVENT WILL SUBEX OR ITS LICENSORS BE LIABLE FOR ANY CLAIM BASED UPON ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SUBEX OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBEX AND ITS LICENSOR'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND, IN THE AGGREGATE, WILL NOT EXCEED THE PRICE PAID BY Town TO SUBEX UNDER THIS AGREEMENT.

16) **Confidentiality Terms:** The following Confidentiality Terms shall apply to all Confidential Information exchanged between the Parties under this Agreement. These terms shall override and replace the terms of any earlier Confidentiality Agreement, Non-Disclosure Agreement or similar agreement related to the purpose of this Agreement.

- a. The *Receiving Party* will use the *Confidential Information* solely for the purpose of carrying out its obligations or enjoying its rights under this Agreement (the "Purpose").
- b. The *Receiving Party* shall not directly or indirectly disclose, display, provide, transfer, or otherwise make available all or any part of the *Confidential Information* to any person or entity at any time except to those employees of the *Receiving Party* or an Affiliate of the *Receiving Party* who (a) need to know such information for the Purpose and (b) are bound to the *Receiving Party* by terms of



IoT Security Agreement

confidentiality no less restrictive than those contained in this Agreement.

- c. The *Receiving Party* shall not make copies of the *Confidential Information* or any portion thereof except as reasonably required for the Purpose.
- d. At no time and under no circumstances shall the *Receiving Party* reverse engineer, decompile or disassemble the *Disclosing Party's* software or attempt to use the *Disclosing Party's* software in any form other than machine readable object code and then only for the Purpose.
- e. If the *Receiving Party* is required by law to disclose any *Confidential Information*, it will not do so without first using its best efforts to inform the *Disclosing Party* of such legal requirement and to give the *Disclosing Party* a reasonable opportunity to contest such requirement.
- f. The *Receiving Party* acknowledges and agrees that due to the unique nature of the *Confidential Information*, any breach of this Agreement would cause irreparable harm to the *Disclosing Party* and that the *Disclosing Party* shall therefore be entitled to equitable relief in addition to all other remedies available at law.
- g. Upon written request by the *Disclosing Party*, the *Receiving Party* will promptly either return or provide certification, by an Officer of the *Receiving Party*, of destruction of all *Confidential Information* received under this Agreement and all copies and extracts, thereof. This provision shall survive any expiration or termination of this Agreement.
- h. The *Receiving Party* will promptly notify the *Disclosing Party* of any unauthorized release of *Confidential Information*.
- i. Nothing in this Agreement obligates either party to disclose any information or negotiate or enter into any agreement or relationship with the other party. Either party may pursue internal or external efforts with respect to the Purpose without any restriction imposed by this Agreement other than the obligations of confidentiality and restrictions with respect to use of the *Confidential Information*.
- j. All *Confidential Information* will remain the sole property of the *Disclosing Party*. Nothing in this Agreement shall be construed

as granting or conferring any right by license or otherwise, expressly or impliedly, under the *Confidential Information*.

- k. Notwithstanding the expiration or termination of this Agreement, the restrictions regarding use and disclosure of the *Confidential Information* shall remain in effect for five (5) years from the date of expiration or termination.
- l. Subex acknowledges and agrees that the Town of Florence is a public entity subject to Arizona's public records laws (A.R.S. 39-121 et. seq.), and that any documents related to this contract and solicitation, including Confidential Information, are subject to public disclosure pursuant to State law in response to a public records request, subpoena or other judicial process and the Town may disclose Confidential Information without being subject to penalty or recourse provided, however, that Town shall make reasonably effort to provide Subex with advance notice of any required disclosure and cooperate with Subex in any effort by Subex to oppose such disclosure.

17) Force Majeure: Neither party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by Force Majeure and the time for performance of the relevant obligation(s) shall be extended accordingly.

18) Order of Precedence: The terms of this Annexure shall take precedence over any conflicting term in the SoW (Annexure 4) or Commercial Terms (Annexure 5) unless the Parties specifically state that such conflicting terms is intended by the Parties to take precedence.

19) Term, Termination and Survival:

- a. Unless terminated by a Party earlier as otherwise allowed under this Agreement, the term of this Agreement will be the term specified in Annexure 5.
- b. Either Party may terminate this Agreement:



IoT Security Agreement

1. In the event any payment due under this Agreement remains unpaid, in breach of the terms of this Agreement, thirty (30) days or more after notice is provided by the non-breaching party;
 2. Immediately, upon notice, if the other party commits a material breach of any of the terms and conditions of this Agreement which is incapable of remedy;
 3. If the other party commits a material breach of any of the terms and conditions of this Agreement which is capable of remedy, if such breach is not remedied within 60 days of notice by the other party giving particulars of the breach;
 4. Immediately, upon notice, in the event of any breach of the licensing or confidentiality terms of this Agreement;
 5. Immediately, upon notice, in the event the other Party is the subject of any Insolvency Event.
- c. The following terms shall survive any expiration or termination of this Agreement: (1) any term which specifically states it shall survive; (2) any term which by its nature is intended to survive shall survive; and (3) the following terms shall survive: (i) Clause 2 related to Payment Terms so long as any payment is pending; (ii) Clause 3 related to Ownership and (iii) Clause 5 related to Confidentiality.
- h.
- d. Upon any termination or expiration of this Agreement, the End Customer shall un-install the Software and either return the all copies thereof to Subex or certify its destruction in a writing by an officer of the End Customer.
 - e. **Prohibited Boycott.** Pursuant to A.R.S. section 35-393.01, Subex, by execution of this Agreement, certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in a boycott of Israel.
 - f. **Conflicts.** This Agreement is subject to the cancellation provisions contained in A.R.S. section 38-511.
 - g. **This Agreement constitutes the entire understanding of the parties and supersedes all previous representation, written or oral, with respect to the SoW specified herein. The Agreement may not be modified or amended except by written document, signed by authorized representatives of each party.**

-----END OF THIS PAGE----

Annexure 3: Definitions

The following definitions shall apply. Other definitions are as provided in-line in the Agreement:

Agreement shall mean this Agreement.

Affiliate shall mean a legal entity who, directly or indirectly, owns a majority of the stock or other ownership interest in a party or whose stock or other controlling interest is majority owned, directly or indirectly, by a party.

Confidential Information shall mean information, not generally publicly known, whether or not originated by the *Disclosing Party*, which is (i) confidential to, about or created by the *Disclosing Party*; (ii) gives the *Disclosing Party* some competitive business advantage or the opportunity of obtaining such advantage; (iii) is designated as confidential or some similar designation by the *Disclosing Party*; or (iv) from all the relevant circumstances should reasonably be assumed by the *Receiving Party* to be confidential to the *Disclosing Party*. However, *Confidential Information* does not include information which the *Receiving Party* demonstrates, through competent evidence: (a) is or becomes part of the public domain through no fault of the *Receiving Party*, (b) was in the possession of the *Receiving Party*, without restriction, prior to disclosure by the *Disclosing Party*, (c) is disclosed to the *Receiving Party*, without obligation of confidentiality by another person with the legal authority to do so, (d) is independently developed by the *Receiving Party* without use of or reference to the *Confidential Information*, or (e) is data collected by Subex for purposes of improving threat intelligence or investigating alerts.

Effective Date shall mean the Effective Date written above the signature block of this Agreement.

Force Majeure shall mean any circumstances not within the reasonable control of the party concerned including, without limitation: (a) any strike, lockout or other industrial action, or any shortage of or difficulty in obtaining labour, fuel, raw materials or components; (b) any destruction, temporary or permanent breakdown, malfunction or damage of or to any premises, plant, equipment (including computer systems) or materials; (c) any breach of contract, default or insolvency by or of any third party; (d) any action taken by a governmental or public authority of any kind, including, without limitation, not granting a consent, exemption, approval or clearance or imposing an embargo, export or import restriction, rationing, quota or other restriction or prohibition; (e) any civil commotion or disorder, riot, invasion, war, threat of or preparation for war; or (f) any accident, fire, or explosion, (other than in each case, one caused by a breach of contract by or assistance of the party concerned) storm, flood, earthquake, subsidence, epidemic or other natural physical disaster.

Disclosing Party shall mean a Party, when in the role of disclosing *Confidential Information* under this Agreement.

Intellectual Property Rights shall mean patent, copyright, trade secret, trademark and other intellectual property rights worldwide.

Insolvency Event shall mean a party: (a) is the subject of a voluntary bankruptcy, winding up, liquidation or similar procedure; (b) is the subject of an involuntary bankruptcy, winding up, liquidation or similar procedure which such party is not actively moving to have dismissed.

Party or Parties shall mean the designated Subex Entity or the Town of Florence or both as context dictates.

Purpose shall mean the purpose carrying out rights and obligations under this Agreement.

Receiving Party shall mean a Party, when in the role of Receiving *Confidential Information* under this Agreement.

Services shall mean the services as more fully described in the SoW.

Software shall mean the software installed or provided by Subex under the terms of this Agreement but shall not include third-party, database and operating system software.

SoW shall mean the statement of work found at Annexure 4.

Subex shall mean the Subex entity designated in Annexure 1.

-----END OF THIS PAGE-----

Annexure 4: Statement of Work

SoW - Subex -
Town_of_Florence_Fin

Annexure 5: Commercial Terms

The following commercial terms shall apply:

1) Term of this Agreement:

Start Date: AGREEMENT EFFECTIVE DATE: JUNE 11, 2018.

End Date: THE AGREEMENT SHALL CONTINUE IN EFFECT FOR THREE YEARS AFTER THE GO LIVE DATE (THE "INITIAL TERM"); FOLLOWING SUCH THREE YEAR PERIOD, THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED FOR UP TO TWO ONE-YEAR RENEWAL TERMS (EACH YEAR IS A "RENEWAL TERM") UNLESS ANY PARTY PROVIDES WRITTEN NOTICE TO THE OTHER PARTY OF ITS INTENT NOT TO RENEW THE AGREEMENT AT LEAST 60 CALENDAR DAYS PRIOR TO THE END OF THE THEN CURRENT RENEWAL TERM PROVIDED, HOWEVER, THAT EITHER PARTY MAY TERMINATE FOR CONVENIENCE UPON GIVING TWO- MONTHS NOTICE, SUCH NOTICE SPECIFYING A DATE OF TERMINATION ON OR AFTER THE END OF THE INITIAL TERM.

- 2) Pricing: \$15,000 "Initial Payment" for the Vulnerability Assessment contained in the SoW on or before June 30, 2018 to be paid to Subex and \$2,083.33 monthly starting July 1, 2018 THROUGH June 30, 2019 (the "First Year") and after completion of the First Year, \$3,333.33 PER MONTH, not to exceed \$40,000.00 annually.



Annexure 6: Marketing Terms

While this agreement is in effect -

- 1) Subex and the Town of Florence agree that both parties may reference each other in promotional materials, presentations and proposals to current and prospective clients.
- 2) Town of Florence and Subex shall issue a mutually agreeable joint press release from time to time announcing the offerings and other related content useful for marketing purposes.
- 3) Both parties will have the license to use company logos for advertising, literature and websites solely relating to the agreement.
- 4) Subex may refer Town of Florence for its client references and endorsements.

In Witness Whereof, the Parties' authorized representatives have signed this Agreement:

Town of Florence

Subex

Signed:

Signed:

Name:

Name:

Title:

Title:

-----END OF THIS PAGE-----



STATEMENT OF WORK

Subex Cybersecurity Services for Critical Infrastructure

Proposal Reference:

[Version	Date	Author	Revision
0.1	14-Apr-2018	Preetham Naik	Draft Version
0.2	16-May-2018	Preetham Naik	Final Version

Contact Information

Proposal Account Team	<ol style="list-style-type: none">1. Mr. Kiran Zachariah Vice President – IoT Business kiran.zachariah@subex.com2. Mr. Preetham Naik Director - IoT Security preetham.naik@subex.com
Regional Head Quarters	Subex Inc, 12303 Ste 390 Airport Way, Broomfield, CO, USA 80021 [Tel: +1 303 301 6200 Fax: +1 303 301 6201]
Global Head Quarters	Subex Limited, Adarsh Tech Park, Devarabisanahalli, Outer Ring Road, Bangalore – 560,037, India [Tel: +91 80 6659 8700 Fax: +91 80 6696 3333]

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the Town of Florence will use the same care and discretion to avoid disclosure, publication or dissemination of the information as it uses with its own proprietary and confidential information that it does not wish to disclose, publish or disseminate.

Executive Summary

Subex is pleased to work with the **Town of Florence, AZ** to propose this Statement of Work. Subex is a state-of-the-art technology provider of cybersecurity solutions with its presence in India, London, Dubai, Singapore and Denver. Subex offers to provide cybersecurity monitoring of the Town of Florence's connected infrastructure with an aim to support its smart city ambitions.

The goal of this service is to provide advanced cyberthreat intelligence by monitoring the Town's critical infrastructure from the aggregation point as mentioned in the network topology diagram ("Aggregation Point") that includes public Safety networks (fire department and law enforcement), SCADA system / public facing networks.

The services Subex offer will help the Town of Florence to enhance their cyber posture against new and advanced cyber threats, defense against threats emerging from multiple interconnected heterogeneous subsystems, to become one of the first cities to incorporate a cyber resilient infrastructure. The advanced security services provided by Subex to the Town of Florence will enable it to be in the fore-front of initiatives taken by State of Arizona in Cybersecurity.

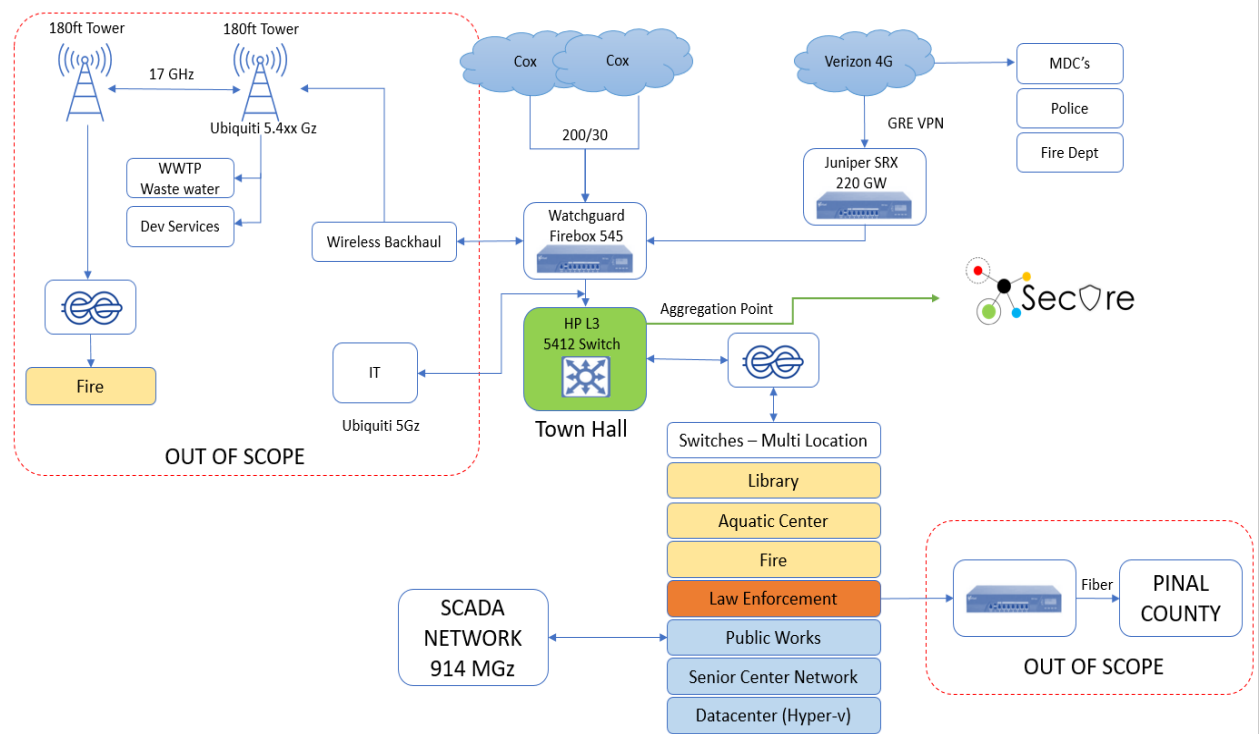
Desired Outcomes:

1. Develop an unbiased holistic view into cyber intelligence with centralization of security services.
2. Enhance security awareness within town, county and in turn present a proven successful model of cybersecurity operations to the State in its latest initiatives.
3. Create a continuous ongoing model for visibility and control of existing systems and the growing infrastructure.

Subex Secure will monitor the traffic from Aggregation Point to identify and catalog threats & vulnerabilities as they are uncovered by Subex Secure. Our technology will perform attack surface analysis and automatically identify suspected issues to help manage them. Subex Secure will analyze the Town of Florence's network traffic as provided to Subex Secure at the Aggregation Point using a combination of signatures, heuristics, and machine learning based anomaly detection to conduct profiling for malicious activity of town's critical infrastructure network. We validate our findings using our customized network of intelligence sensors (including our globally deployed IoT honeypot, and strategically deployed IoT/ICS Hardware) which enables us to maintain an up to date catalog of cybersecurity threats through self-learning and automated new signature identification.

Town of Florence Network Topology

Town's broad network Topology is provided below. Subex Secure will examine network traffic at the Aggregation Point. Subex is not responsible for any traffic not provided to Subex Secure at the Aggregation Point.



Responsibilities

Subex will deploy the cybersecurity solution based on the outcome of workshop conducted in the Town of Florence on 9th April 2018 with the below defined responsibilities:

Subex:

- Subex shall deploy a physical instance of Edgetech Appliance within Town of Florence 's Datacenter and Subex Detection Center will be setup within Subex's Denver Security Operations Center.
- Subex's solution will detect Cyber Security incidents within the Town of Florence's network, which will be done by monitoring packets received from HP L3.
- Subex shall provide access to the deployed Subex Secure solution to the team managing the Town of Florence network.
- Subex will notify the identified threats to the Town's IT personnel responsible for managing the project within the SLA timeframes.
- Subex will provide 2 free training sessions to the Florence's IT team to manage the system alerts and reports at their facility.
- Subex will provide annual Maintenance of Subex Secure product and its Managed Services as per the SLAs defined in this document under Problem Management section.
- Subex will provide customized reports on a periodic basis that will be as agreed during the project go live.

Town of Florence:

- The Town will provide the logistics required to deploy and host Subex Secure Edgetech appliance within their Datacenter (includes rack space, power, Connectivity etc).
- Create port mirroring within the L3 switch and any other configurations required for communication between Subex Secure Edgetech Appliance and the aggregation point.
- Town of Florence team will be responsible for any remediation within their network with respects to threats identified and reported.
- Availability of Town of Florence's point of contacts during off Business hours and Weekends to be assigned and shared by the Town during project go live

Implementation Definition

Approach:

The scope defined in this SOW is to deploy cybersecurity services as discussed during our workshop conducted on 9th April 2018 in Town of Florence.

- Subex Secure will be deployed as per the agreed scope to monitor the Town of Florence 's Infrastructures that include but not limited to their SCADA network, Library, Aquatic Center, Senior Citizen Center, Public Safety Network comprising of Fire and Law Enforcement and assets in the Datacenters.
- Network packet data will be captured through the HP L3 Switch in the form of PCAPS and transferred to Subex Secure's Edgetech Appliance which will be placed in the Town's premises (the Edgetech Appliance to be supplied and owned by Subex).
- Metadata and alerts from the Appliance will be transferred via secure (site-to-site VPN) to Subex's Data Center in Denver Colorado to be monitored.
- Subex will provide monitoring services during business hours in the Mountain time zone ("Monitoring Hours").
- Subex will provide 24X7 alerting service to the Town of Florence's team ("Alerting Hours") through notifications (email/SMS) for critical breaches (defined during installation).
- The Town's employees will be provided access to the system to investigate alerts.
- During the Monitoring Hours Subex will identify underlying attacks on the identified scope of the project and notify the Town's IT team to take appropriate remediation actions.
- Subex 's SOC will be setup in Subex 's Denver office to analyze all threats detected and alarms generated. Appropriate Incident Responses will be configured and followed based on the Workflow designed during the project deployment and SLAs detailed in this document.

Subex Secure Deployment:

Subex Secure – Subex 's Critical Infrastructure cybersecurity solution for the Town of Florence will include the below features -

Agentless and Non-Intrusive Mode of Operation: Subex Secure will be deployed as Non-intrusive and does not require agents to be deployed on endpoints. Thus, requiring no updates to the existing network.

- **Multi-Tier Detection:** Subex Secure will deploy its 3-tier strategy - Signatures, Heuristics and Machine Learning to detect malicious activities on cities infrastructure by capturing network data from the Town of Florence 's as mentioned in the topology architecture.
- **Intelligent Anomaly Detection:** Subex Secure 's intelligent anomaly detection algorithms help in avoiding false positives and improve the accuracy of threat alerts that can be used to protect the Town of Florence 's infrastructure as defined in the scope.
- **Threat intelligence:** Subex runs and manages an IoT focused honeypot with over 400 architectures and 4000 devices. This honeypot intelligence used will be used to collect threat intelligence specific to IoT, critical infrastructure and Industrial Control Systems (SCADA).

- **Customized Reports:** Subex will record all the identified threats on the network and SCADA systems through customized reports and share it periodically that may be defined during project deployment.

Subex Secure Engagement Model

Subex Data Acquisition Appliance

EDGE TECH is a custom component that will be configured to receive the Town of Florence's network data. The appliance is attached to the network at the point of aggregation (which is the HP L3 Switch in this case.) EDGE TECH reads available traffic at the Aggregation Point through network data packet captures.

The appliance is sized based on the final data analysis benchmark performed during the project kick off. Subex Secure will be offered as a completely managed and hosted solution. For very large throughputs (>40Gbps), the appliance uses an ASIC based Deep Packet Inspection (DPI); for lower throughput, software-based DPI has been proven to be sufficient, in this case this configuration will not be necessary.

Apart from sniffing network traffic, EDGE TECH also can aggregate data from sources such as 3rd party platform (via API calls), reads cloud data of critical components of the Town's network such as webserver and other load balancers if any. The appliance runs ETL services on these feeds and transmits the data in Subex's internal formats to the detection engine. The data is compressed and pushed to the detection engine via secure encrypted line periodically.

Subex Detection and Security Operations Center

The Subex's Security Operation team will provide regular updates to the Town of Florence including Actionable alerts, Cyber Threat Intelligence reports and at least one seminar around Cyber Threat Intelligence every year under contract. An Account Manager from Subex will be assigned to work with the Town of Florence network team. Subex team will manage the alarms and alerts generated and provide customized notification to the Town of Florence's Network management team in order to respond and action the alerts accordingly.

Subex Security Operations Centre:

As part of our engagement, the Town of Florence will gain access to the resources of our Global SOC including these elements:

Custom Incident Response Plans (CIRP):

Subex will conduct one training session to the Town of Florence team on best practices to design an incident response plan. The Security Operations Center monitors key performance indicators within the Town of Florence infrastructure by responding to alerts and executing actions.

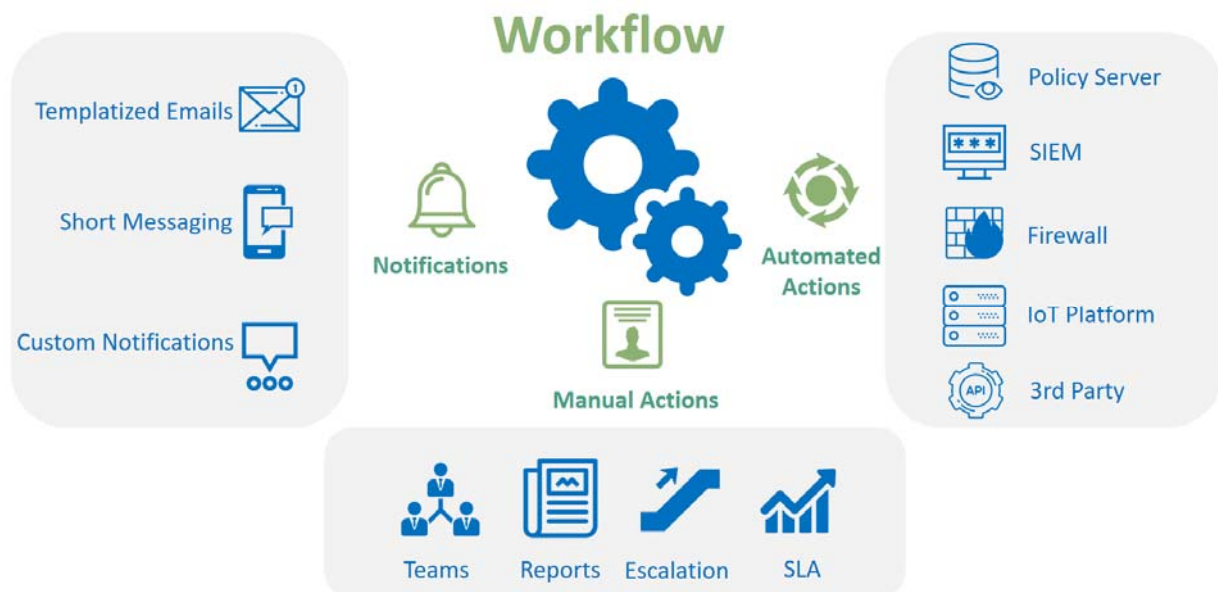
Rule Management and Maintenance:

Apart from current version patching, the Security Operation Center (SOC) also ensures timely signature updates. Subex 's SoC will work in collaboration with the Town of Florence network and IT team to validate the threats detected within Subex Secure. Subex will also work with the Town of Florence in fine tuning of the rules to ensure the false positives are suppressed during the support and maintenance tenure.

Forecasted Growth of Town 's network:

Subex Account Manager will work with the Town of Florence to create a robust way of Cybersecurity approach with its growing ecosystem. With the introduction of new technology solutions and vendors to the Town of Florence's current and Smart Cities projects, upon agreement of commercial terms, Subex will be able to plug in the new network feeds and offer cybersecurity services that will be defined with the town once the new vendors are signed.

Workflow Integration

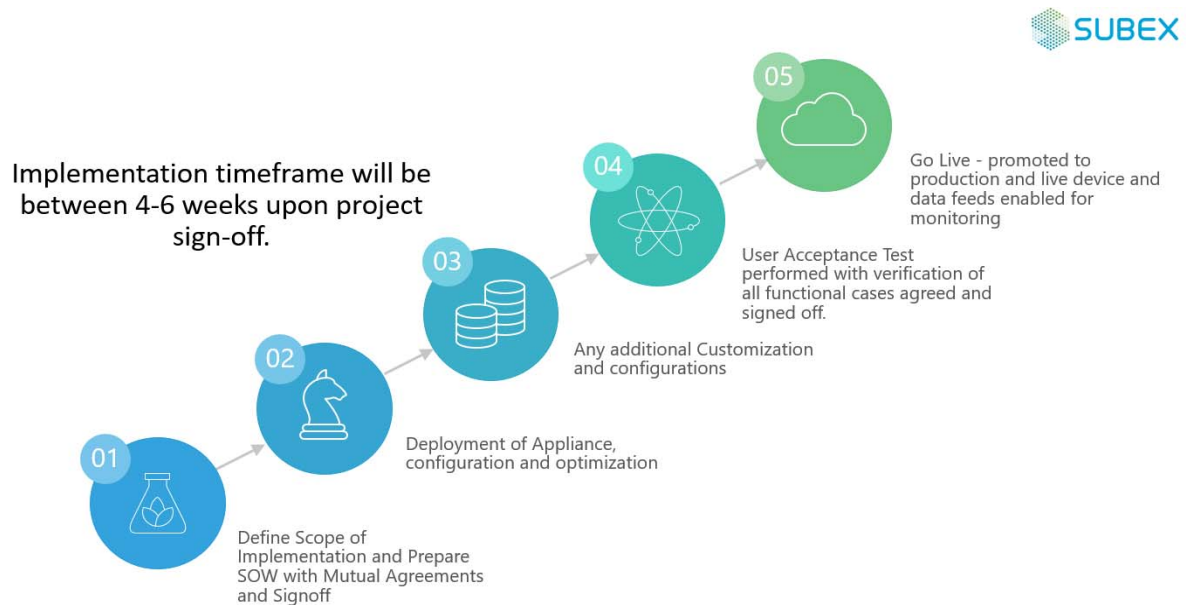


Subex Secure 's inbuilt workflow engine is used to configure mitigation strategies for different types of threats. Workflows will be associated to each alarm based on the threat type, account information or any other configurable parameter present in the data. Workflows contain automated actions, manual actions and notifications types. In the current engagement the approach defined will be a manual based response plans. Workflows are designed in the Subex Secure workflow designer, workflows are then associated to alarms using association rules. It is also possible to manually associate a workflow to an alarm. The Workflow management can act as a centralized IRP system for the Town of Florence when they plan to introduce multiple vendors in the future.

Deployment Model and Service Engagement

The following section defines the Scope of Work for the deployment and Service Engagement model:

Subex will deploy the Subex Secure solution in a phased manner. The Phases will be as follows.



The project start date ("Project Start Date") shall be July 1, 2018.

Deployment: Subex Data Acquisition Appliance (Edgetech) and Basic Training on application configuration and management of the system to be imparted to the Town of Florence.

Subex 's Detection Center: Subex Data Center Deployment and configuration will be performed during this stage.

Customization: Configuration and development of any custom modules identified during the SOW stage will be also implemented.

UAT: User Acceptance Test will be performed where the Subex Secure Installation is verified for all functional test cases and application performance criteria will be tested. the Town of Florence shall signoff on user acceptance within three (3) days of completion of the testing. If reasons for any refusal to signoff are not provided within such three (3) day period, the Subex Secure system shall be deemed accepted. Any use of the Subex Secure system in production shall be deemed acceptance. User Acceptance Testing will include verifying applicable security standards are met. Subex will comply to all security requirements of IDA (RFP – 053).

Go Live: The system will be promoted to production and live device and data feeds enabled for monitoring testing and analytic services.

Support Maintenance and Operational Services

Subex shall provide its cybersecurity services in accordance with the Agreement, from the go live date and for the duration of this support and Maintenance Services Agreement.

Subex will assume responsibility of Support and maintenance of the Subex Edgetech appliance and Subex Detection platform application with below services included -

Service	Included
Operations/Monitoring Services	Yes
Application Administration Services	Yes
Software Maintenance and Upgrade Services	Yes
Application Recovery Services	Yes
Data Storage and Retention	Yes
Problem Management/Customer Support Service	Yes

Application and solution provided by Subex will be supported by 24 x 7 automated and alert monitoring teams. Subex will own and manage the application, related databases, supporting computing hardware, and necessary operating systems.

Monitoring Service

- Subex will provide Signature, Heuristics and Anomaly based detection services on the Town's network traffic and subscription data.
- Signatures generated from both Subex 's Honeypot and external syndicated sources will be included in the solution to provide extensive list for detecting malicious signatures
- Heuristics will be applied to PCAP data correlated with subscription information to qualify alerts and avoid any false positives.
- The interval of alert notification will vary depending on the regularity set during the project implementation phase.

- Notification recipients will be defined during the Business Requirement Phase of the project as part of the Incident Response Plan definitions. Unless otherwise agreed, Subex shall notify the Town of Florence's designated personnel and the Town of Florence shall be responsible for remediation actions.
- Subex can work with the Town's IT ticketing system or can provide access to Subex's custom ticketing system (heat).
- The Town of Florence will have a 24X7 access to a Subex help desk to help mitigate and remediate threats

The services provided by Subex Secure will be broadly classified into Subscription based and Usage Based Detection Mechanism

Application Administration Services

- Subex will ensure 99% uptime of the Subex Secure system..
- The issues identified with respect to application by the Town of Florence can be registered on Subexdirect (Subex 's Ticketing Portal) with its appropriate severity.
- Subex POC will respond to the tickets within stipulated SLAs as discussed in this section and a detailed problem resolution will be shared with the Town of Florence.

Software Maintenance and Upgrade

Subex will ensure the Software will be on an agreed updated version and any upgrades / patches will be deployed with necessary approvals and maintenance windows in conjunction with the Town of Florence maintenance cycles.

Data Storage and Retention Policies

Subex will have 7 days of historical data retention policies.

Problem Management

Severity of events that will be detected during monitoring will be defined and agreed upon between Subex and the Town of Florence during Implementation phase.

The below table shows the SLA's for threats detection-

Severity Level	Response Time
Severity 1 (Critical)	1 hour
Severity 2 (Major)	1 hour
Severity 3 (Minor)	24 hours
Severity 4 (Irritant)	36 hours
Severity 5 (Clarification)	24 hours
Severity 6 (Enhancement)	36 hours

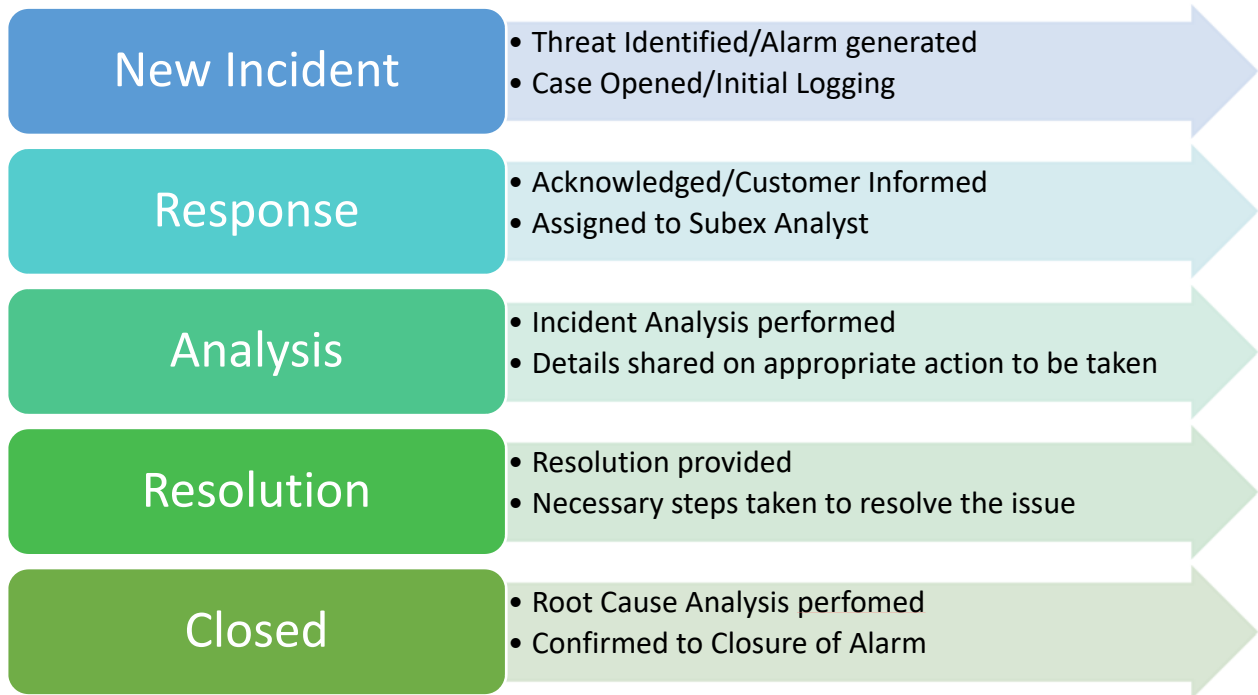
Subex will provide Platinum Support plan for application support. For any critical issues Subex Team will reach out to identified key point of contacts within the Town of Florence and its team can also reach out at any point of time for any critical or urgent issue

Support Packages	Services Offered				
	24x7 Support	Free Version Upgrades	Software Bug fixes and latest patches	Subex Honeypot Updates	SOC Included
Silver		√	√	√	
Gold	√	√	√	√	
Platinum	√	√	√	√	√

Classification:

Severity	Description
Severity 1 (P1)	<p>Critical Business Impact:</p> <ul style="list-style-type: none"> ▪ Total Loss of Services due to a threat alert generated ▪ Failure of Subex Secure services or application that has critical business Impact
Severity 2 (P2)	<p>Major Business Impact:</p> <ul style="list-style-type: none"> ▪ Major alerts generated through Subex Secure application ▪ Major alerts generated through Early Alert Monitoring tool ▪ Failure of part of functional services that renders the Town of Florence or their customers ineffective to perform important tasks but does not have critical impact to business. ▪ Application suffering slow response times impacting multiple users.
Severity 3 (P3)	<p>Minor Business Impact:</p> <ul style="list-style-type: none"> ▪ Any service failures that is tangible to business impacts. ▪ Effectiveness of Alarms configured not working as expected to or yielding expected results. ▪ Network Intermittent issues and responses from application that is intermittent
Severity 4 (P4)	<p>Low Business Impact:</p> <ul style="list-style-type: none"> ▪ Feature deficiency or application Irritant issues ▪ Issues causing inconvenience to customers or users and not hindering ability to perform daily tasks ▪ Service failures that is negligible to Business impacts.
Severity 5 (P5)	<p>Clarification:</p> <ul style="list-style-type: none"> ▪ Questions or clarifications regarding application, solution or process ▪ User clarifications on how to use the system and functionalities
Severity 6 (P6)	<p>Enhancement:</p> <ul style="list-style-type: none"> ▪ Additional feature request to enhance the ability of current system ▪ Modification of existing scope of project and changes request to the current system functionalities.

Incident Process Flow



Escalation Matrix

Level	Name	Designation	Contact details
1	TBA	TBA	TBA
2	Sandeep Naganur	Manager Service Delivery-IoT	sandeep.nagnur@subex.com
3	Kiran Zachariah	VP IoT Business Solutions	kiran.zachariah@subex.com +1(303)-815-3103

Communication on progress

Mode of communication	Agenda	Frequency
Report	Activities taken up in the last Month	Monthly
Telephonic/Skype meeting	All major updates since the previous call	Monthly
Optional Site Visit	ROI evaluation, Usability review, Issue and Problem reviews	half yearly

About Subex Secure

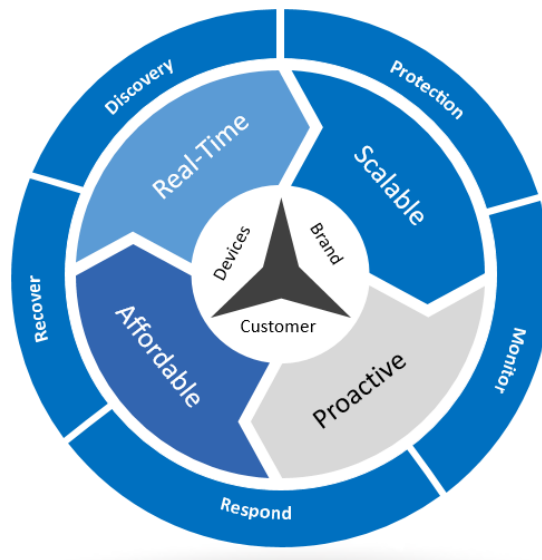


Figure 1 - Subex Secure is a real-time, proactive, affordable and scalable security solution designed to protect your customers, brand, and devices from security breaches.

Subex Secure is a comprehensive cybersecurity solution designed to secure connected and constrained devices such as IoT/ICS/Critical infrastructures. These devices are called 'constrained devices' because they typically are not able to be modified or updated once deployed and often operate with baked in

vulnerability or weak security architectures. Subex Secure system is agentless, thus enabling the Town to introduce multitudinous types of solutions and vendors securely. The Subex Secure framework is capable of scaling to monitor billions of devices and their data transmissions. Subex Secure framework is built on its proven carrier grade system that secures over 60 Bn transactions per instance and over 800 billion transactions per day.

Detection Elements

Subex Secure uses a 3-tier detection strategy to identify threats as they occur on the network. These three strategies are signature based detection, heuristics and anomaly based detection.

Signature based detection	Heuristics based detection	Anomaly based detection
<ul style="list-style-type: none"> ❑ Signature applied to PCAP data and payload captures ❑ Signatures from syndicated feeds ❑ Signatures harvested from IoT specific Subex honeypot 	<ul style="list-style-type: none"> ❑ Heuristics applied to PCAP, platform data, web traffic, etc., to provide ecosystem protection ❑ Over 44000 rules to detect IoT specific vulnerabilities 	<ul style="list-style-type: none"> ❑ Detect deviations from normal pattern of traffic from devices and other components of the IoT deployment ❑ Supervised deviation detection using Bayesian and Gaussian algorithms ❑ Unsupervised deviation detection using Clustering and Outlier Detection

The system is updated with specific attack vectors generated by Subex 's TAC (threat assessment center). Subex also gets feeds from syndicated websites such as Virus Total, TOR exit node repository, etc. The attack vector database is updated multiple times a day. Subex Secure installations update their database through a pull mechanism by securely connecting to the centralized Subex servers. Subex Secure monitors threats from layer 3 of the OSI stack all the way up to the application layer (layer 7). A Smart City deployment encompasses a wide array of systems that need to be monitored through multiple mechanisms. Subex Secure achieves this by using an extensible architecture, capable of accepting multiple types of input feeds and correlating the data from these feeds to look for patterns and threat vectors. This contextual awareness of the solution provides robust end to end monitoring of any Smart City deployment.

Lab Setup & Projects Offered

Subex has extensive working relationship with leading technology providers, research entities and institutions. Understanding both sides of the equation helps Subex to offer focused technology and advanced services to the Town of Florence to thrive innovation. Through Subex, the town can develop next generation IoT ecosystem to collective capacity of stake holders such as enterprises, researchers, small and medium business partners, local and federal government etc. This in turn can democratize IoT Innovations through incubation on multi-platform Technology Labs for - Concept validation to product or solution realization.

As part of the Subex Engagement Services, Subex will help in setting up an IoT Lab for the Town of Florence to showcase smart cities simulated environment and infrastructure. Some of the readily available projects under this context are listed below -

Project List	
1	Smart Lighting Projects
2	Home Automation using Raspberry Pi
3	Smart Security Systems
4	Wireless Sensor Networks (ZigBee, Bluetooth)
5	Weather Monitoring System
6	Hand Gesture Controlled RC Car
7	Air and Sound Pollution Detection and Mapping using Drones
8	Smart Farm and Warehouse
9	Remote Patient Health Monitoring System
10	Physical Intrusion and Detection using IoT

MINUTES OF THE TOWN OF FLORENCE COUNCIL REGULAR MEETING HELD ON MONDAY MAY 7, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:02 pm.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mr. Jerry Ravert, Florence Resident, asked the Council to postpone the adoption of the Town of Florence Code Enforcement Manual. He stated that he has reviewed the manual and feels that some things are lacking regarding protection in the Historic District. He would like the Council to consider his suggestions on what should be included in the manual.

Mr. Ravert also has concerns regarding the public hearing on the proposed water, wastewater and sanitation increases. It is his understanding that the new rates will take effect July 1, 2018. He has several questions regarding the rates and is not happy with what he is currently being charged. He stated that he travels a lot and most of the water used at his residence is for watering his plants; however, he is paying more in sewer charges. He suggested that the Council have a second public hearing before a vote is made.

Mayor Walter asked that he speak with Mr. Brent Billingsley, Town Manager or Mr. Ben Bitter, Assistant to the Town Manager.

Mr. Garrett Stubson, Florence High School Senior Class Treasurer, thanked the Council for their generous contribution to the Florence Grad Night Lock-In event which allows a safe place for the seniors to come together one last time before they start on their own paths.

Mr. Toby Haugen, Florence High School Principal, thanked the Council for their generous donation for the Grad Night Lock- In event. This will be the ninth year that the Florence High School has done the lock-in event. The school has been very successful in providing a safe place for the seniors on graduation night and also prevents a potentially tragic event from happening. He stated that the event will take place solely due to the Town's donation. They are grateful for the Town's generosity.

PRESENTATIONS

Proclamation declaring Florence's pride in those who have enlisted in the military and to urge all citizens to continue to support our military service personnel and the families of those who are serving in our armed forces.

Mayor Walter read the proclamation into the record and proclaimed Florence's pride in those who have enlisted in the military and urges all citizens to continue to support our military service personnel and the families of those who are serving in our armed forces.

Each of the students who have enlisted into the armed service received an individualized proclamation.

Proclamation declaring May 2018 as National Water Safety Month in the Town of Florence, Arizona.

Mayor Walter read the proclamation into the record and proclaimed May 2018 as National Water Safety Month in the Town of Florence, Arizona.

Mr. Erasmo "Beepo" Mendivil, Jr., Recreation Coordinator, introduced Nick Crewell, Pool Manager and Reagan Rimmer, Head Lifeguard. He discussed the importance of water safety and the events planned for May 26, 2018, which is the Town's Water Safety Day. They will have demonstrations and various booths to discuss safety and healthy living at the event. Entry fees for the pool will be waived that day. The pool will open on the next day with their regular schedule and the entry fee to the pool will be \$2 per child and \$4 per adult. He stated that they also have multi-use passes available.

Mr. Mendivil stated that Florence has a beautiful facility and there is a lot of work that goes on behind the scenes to provide an enjoyable experience for those who visit the Aquatics Center. They began the employment recruitment in December 2017 with job fairs. He thanked the Human Resources Department for their assistance in filling the vacancies. He invited everyone to visit the website for a listing of all the events and classes planned for the Aquatic Center.

Update on the Pinal Regional Transportation Authority

Mr. Andy Smith, General Manager, provided an update on the Pinal Regional Transportation Authority (PRTA), in which he outlined the following:

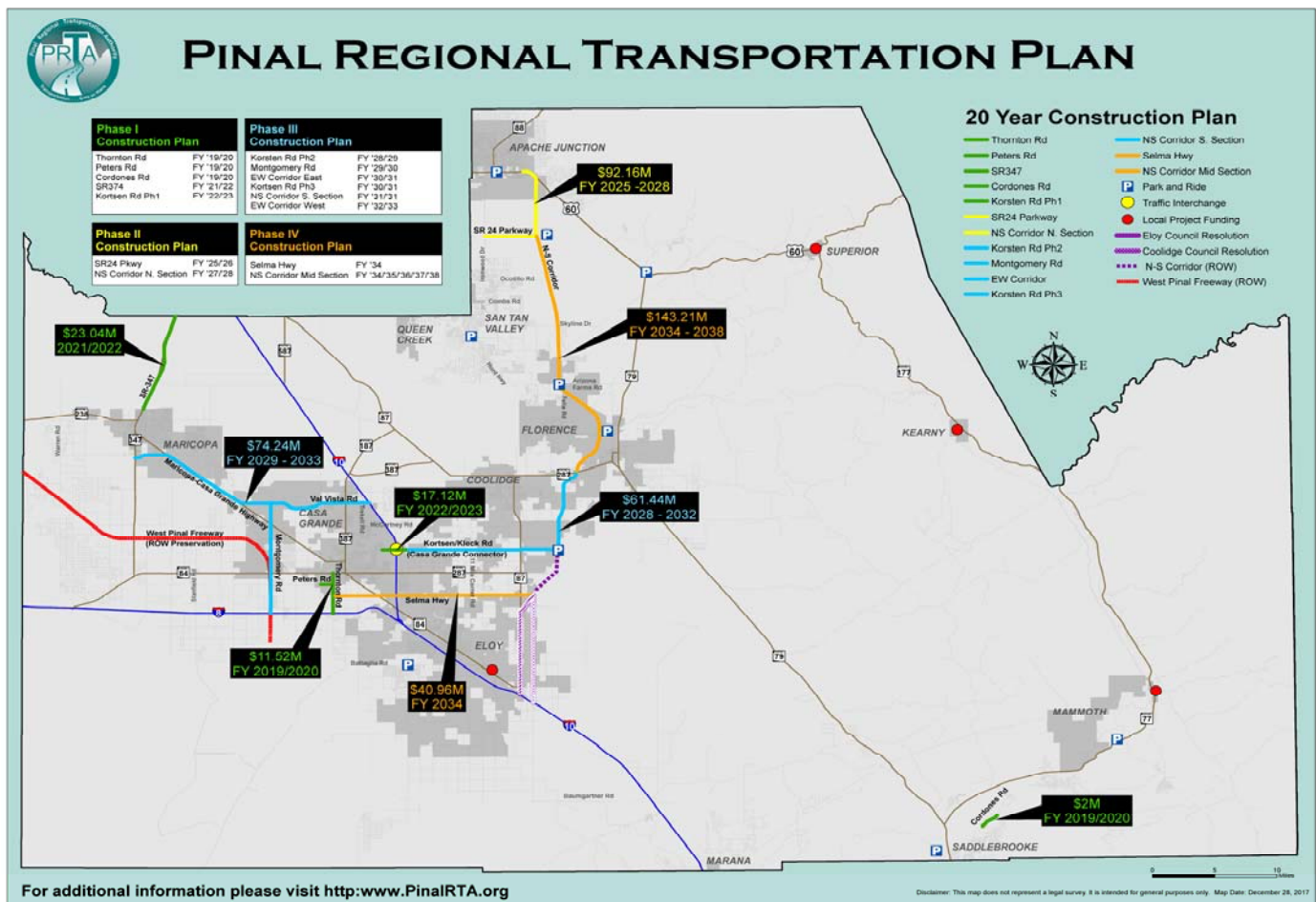
- Created in November 2017 with half-cent sales tax
 - Board of Directors
 - Comprised of mayors of all cities and towns within Pinal County
 - General Manager

- Transportation Technical Advisory Committee (Technical)
 - Comprised of Town Engineers and Public Works Directors
 - Transit Sub-Committee
 - Determine how to split the \$1 million
 - To be used for existing services (5310 Developmentally Disabled Senior Riders and 5311 type of programs – CART and Dial-A-Ride Services)
- Citizen Transportation Advisory Committee
 - Will meet on a monthly basis

- Committee Appointments

Member Agency	Board of Directors	TAC Designee	CTAC Designee
Apache Junction	Dave Waldron, Chair	Mike Weaver	Lareme Fesler
Casa Grande	Craig McFarland, Vice Chair	Duane Eitel	Bob Jackson
Coolidge	Jon Thompson	Matt Rencher	Tim Hansen
Eloy	Joel Belloc	Keith Brown	Chris Vasquez
Florence	Tara Walter	Chris Salas	Lonnie Frost
Kearny	Debra Sommers	Anna Flores	David Herrera
Mammoth	Joe Dietz	Don Jones	Sharon Christensen
Maricopa	Christian Price	Bill Fay	Tena Dugan
Pinal County	Pete Rios	Scott Bender	Steve Brown Terri Crain Jason Griggs Rusty Riggs Richard Wilson
Queen Creek	Robin Benning	Troy White	Beth Riley
Superior	Mila Besich-Lira	Todd Pryor	Sue Anderson

- Collection of taxes began in April 2018
 - Currently, there is no funding
 - Arizona Department of Revenue is two months lagging in distribution of funds
- General Manager's Position
 - Being funded by Pinal County through a lease agreement between Pinal County and PRTA Board
- Projects
 - City of Casa Grande – design of Thornton Road and Peters Road
 - Pinal County – Cordones Road in Saddlebrook area
 - Working with Maricopa Association of Governments to do a Design Concept Report for State Route 347



- Goldwater Lawsuit
 - March
 - 19th - Response filed against PRTA and Pinal County Board of Supervisors
 - 23rd - Return hearing, Preliminary injunction denied
 - April
 - 1st - Tax collection begins (funding will start to be received in June)
 - 12th - Plaintiff's filed motion for declaratory judgment
 - May
 - 21st - Response to declaratory judgment
- Finances
 - Tax
 - Collection began April 1st
 - Monies held in escrow
 - Arizona Department of Revenue is two months in arrears
 - Bonding
 - Presentation to PRTA Board
 - 24-month time frame
 - Intergovernmental Agreement/Reimbursement Resolutions
 - Alternative funding sources
 - Construction -Manager at Risk (CMAR)
 - P3
 - Tolls

Councilmember Wall inquired about the reasons as to why the Goldwater Institute would file the lawsuit.

Mr. Smith stated that the Goldwater Institute believes that the tax is unconstitutional in the way that it was relayed to the Pinal County voters. The Board has not done anything to deviate from that. The way that the statute is written, it is the same tax that is being utilized in Maricopa County and Pima County. The only caveat is that a county has not done it; it has been done by cities and towns. He referred the public to their website to obtain more information.

Recognition of Nikolai Zwecker, Administration Intern, for his service to the Town of Florence.

Mr. Brent Billingsley, Town Manager, recognized Mr. Nikolai Zwecker, Administrative Intern, for his work in the Administration Department. He stated that Mr. Zwecker reached out to the Town for an internship. The process was tedious, but well worth it to get Mr. Zwecker to Florence. Mr. Zwecker is a hard worker, intelligent, respectful, and caring to our residents. He has been an asset to the Town, Council and staff. He has come in daily and has given his best in a respectful and professional way. He will be missed by many and he considers Mr. Zwecker to be a friend.

Mr. Billingsley presented Mr. Zwecker with the world's largest Rappala Fishing Lure for his office in Germany. The inscription on the lure read:

*"I'll always have some ocean front property in Florence, Arizona"
Nikolai Zwecker, Town Manager's Office Intern
February – May 2018*

Mr. Billingsley stated that Mr. Zwecker has two passions in his life: fishing and his family, and is a passionate fisherman. Two of his personal goals were to go fishing and to go to Bass Pro Shop, which were both accomplished. He loves Rappala lures and will only fish with those lures.

Mr. Nikolai Zwecker, Administrative Intern, thanked Mr. Billingsley for the amazing gift and was very excited about receiving it. He was overwhelmed by the Town's kindness. He thanked Mr. Billingsley and the Council for allowing him to do his internship with the Town as well as the Department Heads and employees that he worked with. He outlined the tasks and projects he worked on during his internship. Mr. Zwecker stated that he will be doing a presentation about himself on Thursday, May 10, 2018, at the Senior Center, and invited everyone to attend.

Mr. Zwecker stated that he enjoyed his free time as well. During his free time, he attended a gun show with Mr. Billingsley, went fishing with Councilmember Anderson, attended the car show with Mr. Bryan Hughes, Community Services Director, and was able to take a five-day road trip with his friend (who is doing an internship in Mexico), in which they visited the Grand Canyon, Bryce Canyon, and Las Vegas. Mr. Zwecker stated that he also enjoyed the Easter holiday with Mr. Billingsley and his family.

Mr. Zwecker thanked Stevie Lopez, Casimiro and Maria Hernandez, and their entire family for treating him like part of the family. He was able to enjoy great Mexican food and has had an

awesome time with them and thanked them for incorporating him into the family from the beginning.

Mr. Zwecker stated that overall, he has had a great time in Florence and has thoroughly enjoyed his time here. He acknowledged his family in Germany, who were watching the Town Council meeting via live stream. He thanked his parents for always supporting him and that he would see them soon.

Mayor Walter stated that she would like to have a group trip to take Mr. Zwecker to see a Diamondback's Game before he leaves.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. Authorization to enter into an Intergovernmental Agreement with the Town of Winkelman for Community Development Block Grant (CDBG) Funds.**
- b. Adoption of the Town of Florence Code Enforcement Manual.**
- c. Approval of accepting the register of demands ending March 31, 2018, in the amount of \$1,737,641.89.**

Councilmember Walter stated that Item B is being removed from the Consent Agenda as it is for informational purposes only.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried to approve the Consent Agenda, as written, with the exception of Item 7a. and 7b.

- a. Authorization to enter into an Intergovernmental Agreement with the Town of Winkelman for Community Development Block Grant (CDBG) Funds.**

Councilmember Anderson inquired what the money will be used for.

Ms. Jennifer Evans, Management Analyst, stated that the CDBG Regional Account comes around every two years. The current grant that the Town has, will be used for waterline improvements in the Town core area. For the upcoming grant application, the Town will have two public hearings to solicit ideas for projects from the public. The first public hearing will be May 24, 2018, and the second will be at the Town Council meeting on June 18, 2018. After the public hearing, the Town Council will determine what project it will apply for to utilize the funds.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to enter into an Intergovernmental Agreement with the Town of Winkelman for Community Development Block Grant (CDBG) Funds.

- b. Adoption of the Town of Florence Code Enforcement Manual.**

Mr. Chris Salas, Development Services Director, stated that no changes have been done to the Code Enforcement Manual or the existing ordinance. The purpose of the manual is to have a tool to explain the process to the residents. He reiterated that everything will remain status quo. He stated that during the Strategic Planning Session, communication was a component that was key and this tool helps staff to communicate with its residents. They are also having monthly building safety meetings on their entire process.

Mr. Billingsley stated that this item is an internal document for staff. It has been discussed at multiple meetings including a work session with the Historic District Advisory Commission and the Planning and Zoning Commission to complete the documents. Staff has done a lot of outreach and is looking forward to implementing the document.

Councilmember Hawkins stated that Mr. Ravert may have been out of Town during the work session. He stated that there have been several opportunities for public input on this manual.

Mr. Billingsley stated that the book has been available for public view and comments. Mr. Ravert did review the manual and has provided comments. Staff has spoken with him as well. It is his understanding that Mr. Ravert's primary concerns are that he owns a historic property and believes that some historic properties may not be in as good of conditions as other development around the town and wants to make sure that people that have historic properties are not being singled out, specifically for code enforcement. He stated that is not the intent of the manual.

Mr. Hawkins stated that the Town has been proactive with regards to outreach for comments on the manual.

There is no action on this item. The item is for informational purposes only.

NEW BUSINESS

Discussion/Approval/Disapproval of the FY2018-2019 Employee Benefit Program with United Healthcare of Arizona for medical; dental, life and vision insurance; Teladoc for 24/7 physician access benefits; Jorgensen Brooks Group for Employee Assistance Program, AFLAC for supplemental insurance products, and Infinisource to administer our Section 125 Flexible Benefit Account Plan.

Mr. Scott Barber, Human Resources Director, discussed the recommended employee benefit package proposed for the Fiscal Year 2018-2019 and who the providers are for the various benefits. A \$25 co-pay has been added for diagnostic services (basic lab and x-ray) and they have enhanced the prescription drug benefit.

Mr. Barber stated that they have been trying to negotiate the best rates and the final costs have changed from what was submitted to Council for approval. The changes include a decrease from 4.99% to 4.95% for United Healthcare which encompasses the following: spousal coverage is \$0.14 less; child coverage is \$.05 less, and family coverage is \$2.79 more.

Mr. Barber stated that the dental benefits have a reimbursement schedule in the current plan that reimburses providers at the MAC rate. Employees have expressed concerns that subjects

them to the possibility of a more balanced billing. The Town is moving to a program that provides what is more normal, which is payment that is reasonable and customary charges to the 80th percentile. They are reducing the possibility of employees being balanced billed on the dental program. He stated that an additional feature is that if you get your teeth cleaned once a year and have not reached the maximum benefit, then you get a bonus that is credited to you from year to year.

Mr. Barber stated that overall the benefit plan is a very good plan as well as the dependent coverage costs. The Town pays 78% of dependent coverage and employees pay 22% of the cost for the coverage.

Mr. Barber stated that the overall increase is approximately 5.25%; in comparison with other municipalities, this is very good. The renewal meetings have been scheduled for staff and employees are encouraged to attend.

Mr. Billingsley thanked Gary Johnson and Associates, and Mr. Barber, for all their hard work in negotiating a great benefit package for the Town. He stated that when they started the process, the increase was estimated at 17%. He stated that they listened to the employees concerns regarding the prescription benefit plan and dental. Staff's goal was to make changes for the benefit of its employees and were successful in doing so.

Mayor Walter stated that one added benefit in the vision was the tinting of glasses at no extra cost to the employee.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried to approve the FY2018-2019 Employee Benefit Program with United Healthcare of Arizona for medical; dental, life and vision insurance; Teladoc for 24/7 physician access benefits; Jorgensen Brooks Group for Employee Assistance Program, AFLAC for supplemental insurance products, and Infinisource to administer our Section 125 Flexible Benefit Account Program.

Discussion/Approval/Disapproval of setting a date for a work session with the Greater Florence Chamber of Commerce. (Lisa Garcia)

Mayor Walter stated the work session would be on June 4, 2018 at 5:00 pm before the regularly scheduled Council meeting.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried to set June 4, 2018, from 5:00 pm to 6:00 pm, for a work session with the Greater Florence Chamber of Commerce.

MANAGER'S REPORT

Mr. Billingsley stated that Mr. Cody Curtis, Building Inspector, has achieved his residential inspector certification. He stated that the Jason Joynes, Wastewater Superintendent, attended the Arizona Water Association Conference, and he and his three-member team won the "Top Ops" competition, which is similar to a quiz bowl for wastewater. He stated Mr. Erasmo "Beepo" Mendivil has achieved his NRPAFO for aquatic facilities operations. Mr. Bryan Hughes, Community Services Director, has achieved his Certified Public Manager's Certification.

Mr. Billingsley stated that the Council had asked staff, as part of the Strategic Planning effort, to do continuing education for the staff and to ensure that they have certifications necessary to prove to the public that the staff is qualified to do their job, which it is doing.

Mr. Billingsley stated that the Town is going to receive a dividend of \$51,000, from their insurer, AMRRP, based on good performance.

Mr. Billingsley stated that the budget committee has finished reviewing the tentative budget. He thanked the committee for their hard work.

DEPARTMENT REPORTS

Community Services

Courts

Development Services

Finance

Fire

Police

Councilmember Wall inquired where the funds will come from for WestLand Resources, the on-call engineering consultants who have been selected to perform an EA on the two Bureau of Land Management parcels that the Town is currently applying for to expand the Poston Butte Preserve.

Mr. Bryan Hughes, Community Services Director, stated that funds are budgeted under the CIP, in which \$39,000 has been allocated for the project this fiscal year. He stated that a portion of the project will be paid for this fiscal year, and the remainder will be next fiscal year in which they have \$195,000 budgeted for the project.

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson thanked the budget committee and staff with regards to the budget process.

Councilmember Hawkins thanked everyone on the budget committee. They put in a lot of hours and did an excellent job.

Councilmember Wall recognized and thanked the public services employees for their hard work and contributions to the Town's wellbeing. She stated that it is Public Service Recognition Week, that was proclaimed by the US Congress.

Councilmember Larsen thanked the Budget Committee for working with her through the budget process.

ADJOURN TO EXECUTIVE SESSION

Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding the Petition for Review of Underground Injection Control Permit Issued by USEPA Region 9 for the Florence Copper Project, UIC Appeal 17-03, and related proceedings, including Ninth Circuit appeals of the 1997 Aquifer Exemption (Case No. 17-73170) and the decision of the Environmental Appeals Board (Case No. 17-73168).
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015 - 000325.
- d. Discussion or consultations regarding the Town of Florence Intervention In the Matter of the Commission's Investigation into the Billing Practices and Water Quality Issues of Johnson Utilities, LLC before the Arizona Corporation Commission (WS-02987A-18-0050).
- e. Possible discussions with government agencies and private entities involving the purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- f. Consultation, discussion and contract negotiation involving Pulte Homes Company.
- g. Consultation, discussion and contract negotiation involving GTIS MR LLC (SWVP).
- h. Discussions and consultations regarding Design Review Appeal (PZ-17-51-DR).

On motion of Vice-Mayor Woolridge, seconded by Councilmember Anderson, and carried to adjourn to Executive Session.

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Larsen, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 8:34 pm.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on May 7, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia,

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, MAY 21, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED at 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:02 p.m.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mr. Jerry Ravert, Florence Resident, stated that there was an article in the Florence Reminder on May 10, 2018, which he would like to clarify. He stated that the historic properties did not have or lacked some sort of protection. He stated that most of the homes are within the Historic District or are listed on the National Register. His concerns are the several properties that are eligible for the National Register or State Inventory, that do not have any kind of protection. In his comments at the May 10, 2018 Council meeting, he was referencing the properties located outside of the Historic District.

Mr. Ravert stated that the Code Enforcement Manual does not refer to any specific guidelines that govern projects that take place in the Historic District. He stated that, it is his opinion, the manual needs to have a better definition of a dilapidated structure. There is no mention on how to handle a historic property, short of tearing it down. There are a variety of mitigation methods that could be utilized to protect the historic property. He stated that they may be mentioned elsewhere; however, he was not able to find it within the manual itself.

Mr. Ravert stated that one of the issues that he has is the lack of proper identification of guidelines within the District which reflects a lack of commitment to preservation issues by the Town of Florence. Next to his house, on Ruggles Street, was a small adobe home that was torn down due to neglect by the property owner. He stated that he believes something more could have been done to protect the property. The Town of Florence could have taken steps to protect the property.

Mr. Ravert stated that there are several adobes outside of the District that are not listed within any directory, that are falling through the cracks.

Mayor Walter stated that his concerns have been heard and noted, but inquired if he had communicated with Town staff regarding his issues prior to this evening.

Mr. Billingsley nodded that staff has heard Mr. Ravert's concerns.

Mayor Walter stated that his concerns have already been addressed and recognized by Council; however, if he would like to discuss them in a meeting, staff would set up the meeting so that they may discuss it further.

Mr. Ravert stated that he would like to have a meeting.

Mayor Walter recognized Florence Scout Troup #24, who is in attendance.

PUBLIC HEARING AND PRESENTATIONS

Public hearing to receive citizen comments on the proposed increase in new rates and fees for water, wastewater and sanitation services; and for Discussion/Approval/Disapproval of Resolution No. 1664-18.

Mayor Walter read Resolution No. 1664-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FEE SCHEDULE OF TERMS, RATES, FEES AND CHARGES FOR TOWN-OWNED WATER AND WASTEWATER UTILITIES AND CONTRACTED SANITATION SERVICES, EFFECTIVE JULY 1, 2018.

Mr. Joe Jarvis, Finance Director, stated the Council approved the authorization for a rate study to be completed to analyze if it would be necessary to amend the rates in order to pay for the maintenance and expansion of the existing water and wastewater systems. At the same time, Right Away Disposal (RAD) has submitted a letter asking for an increase to their rates for sanitation services, which is in line with the contract. The Town held a public work session in February 2018, staff went through the specific criteria, per the Arizona Revised Statutes, in order to advertise for the public hearing. Staff also did two additional presentations; one at the Rotary Club on May 10, 2018, and the Florence Senior Center on May 17, 2018. Staff also reached out to other public organizations and tried to engage if they would be interested in hearing a public presentation. Unfortunately, they did not accept the offer and staff was not able to present elsewhere.

Mr. Jarvis stated that staff is requesting that a public hearing be held as well as to ask for Council's consideration regarding adoption of the resolution and to choose a scenario, with regards to the fees.

Mr. Dan Jackson, Willdan and Associates, and Economists.com, introduced Eric Laurin, Coe & Van Loo Consultants, Inc. who assisted with the engineering portion of the study.

Mr. Jackson provided a presentation in which he outlined the following:

- Results of the study
- Alternative long-term rate plans for the Town to consider to put into effect
 - All rate plans will get the Town the same amount of money, will provide enough revenue to cover all operations and capital expenses
 - Need to determine what is the most just, reasonable and fair rate plan
- Rate Plan History
 - 2009 – Rate Study completed and five- year rate plan adopted by Council
 - 2011 – Due to significant changes in CIP and growth forecasts, a new Rate Study was commissioned
 - New five-year plan adopted in 2011 but only partially implemented by Town
 - Town has not adjusted rates since 2014
- Background and current rates
 - Town has unique system – some customers charged by 1,000 gallons and others by 100 cubic feet
 - 100 cubic feet = 748 gallons
 - Cubic foot and gallon rates are equivalent
 - Town is implementing meter replacement program to eliminate cubic foot meters and automatically read on monthly basis
 - Town is facing many of the same problems that other Arizona communities are addressing -- how to fund increasing costs in a manner that minimizes the impact on ratepayers and their families
 - Rate payers are asked to cover the cost
- Current Water Rates effect September 1, 2014

	Inside Municipality	Outside Municipality
Monthly Service Charge:		
5/8" - 3/4"	\$ 22.34	\$ 29.04
1"	37.24	48.40
1 1/2"	93.10	121.02
2"	148.95	193.64
3" Compound	238.34	309.83
3" Turbine	260.68	332.17

Monthly Consumption Rate per 1,000 Gallons/100 Cubic Feet:

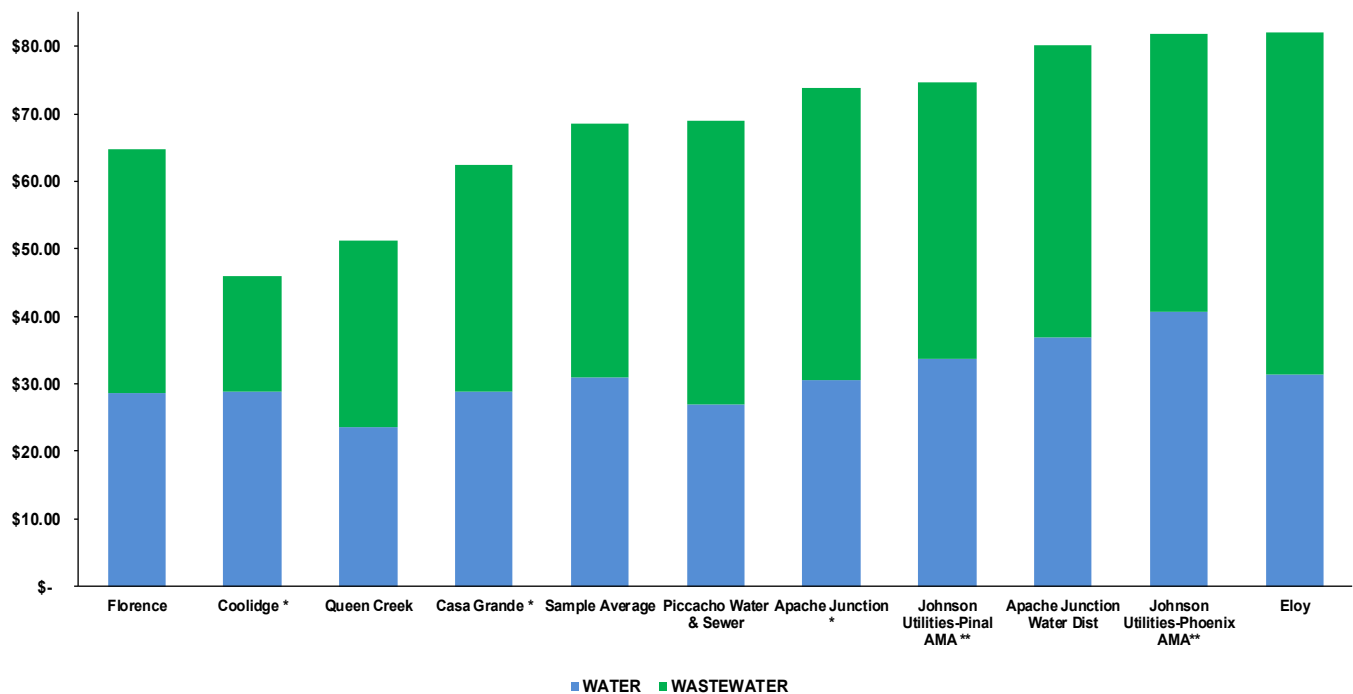
0 - 10,000 gallons	1.59	2.04
10001 to 18,700 gallons	2.21	2.83
Over 18,700 gallons	3.93	5.01
Under 1,337 cubic feet	1.19	1.53
1,337 to 2,500 cubic feet	1.65	2.12
Over 2,500 cubic feet	2.95	3.75

- Inverted block rate which is to encourage conservation
- Current Wastewater Rates effective September 1, 2014

Monthly Service Fee (all ratepayers) **\$ 18.55**

	Monthly Rate Per CCF	Monthly Rate Per 1,000 Gal
Residential	\$3.25	\$4.35
Commercial	\$3.27	\$4.37
Institutional	\$5.19	\$6.94
Outside Municipality (Residential)	\$3.25	\$4.35

- Monthly Residential Charges 4,000 Gallons Water and Wastewater

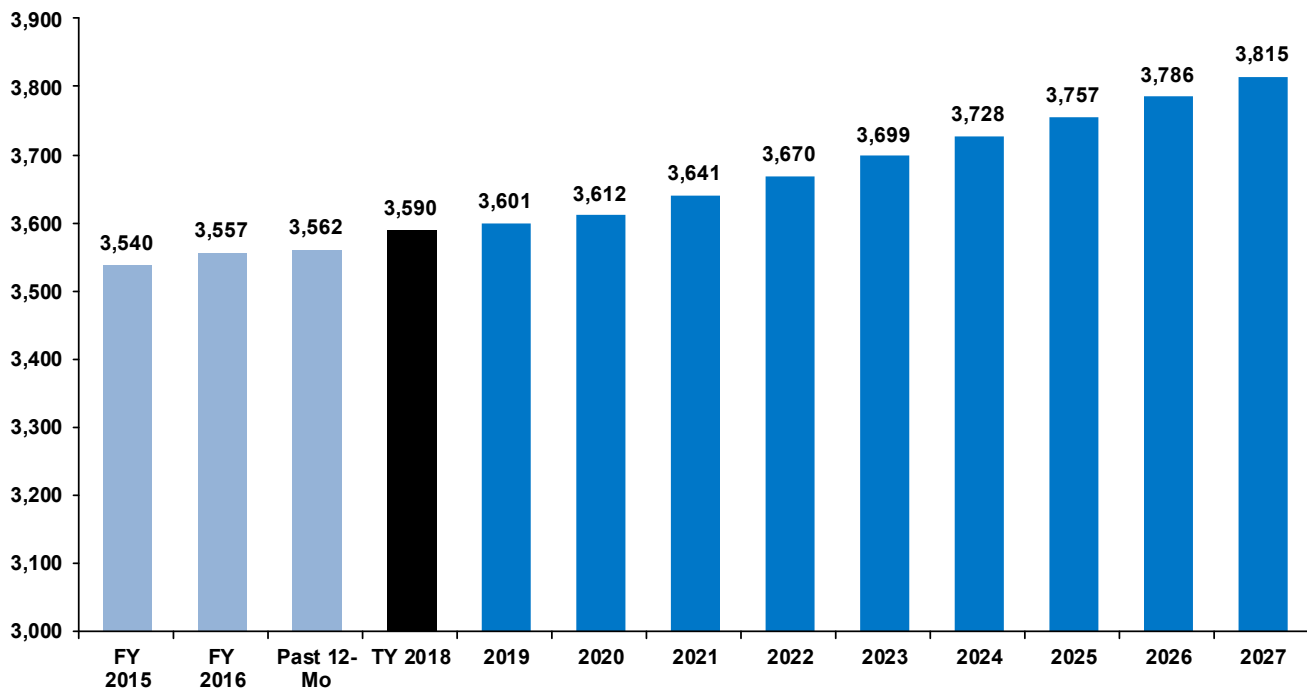


* Served by AZ Water Company

** Includes CAGR Surcharge

- Florence is not out of proportion to what others within Pinal County pay

- Historical and Forecast Water Accounts FY 2015 – FY 2027



- 10 Year Cost of Service Forecast Primary Assumptions

- Growth is a factor
- Most operating expenses increase 3% per year; some expenses (insurance and energy) increase at higher rates
- Maintenance costs, personnel levels and other factors likely to remain stable but will be subject to modest cost increases
- Capital Improvement Plan used reflects extensive review and analysis by staff
- No prison expansion assumed in next decade

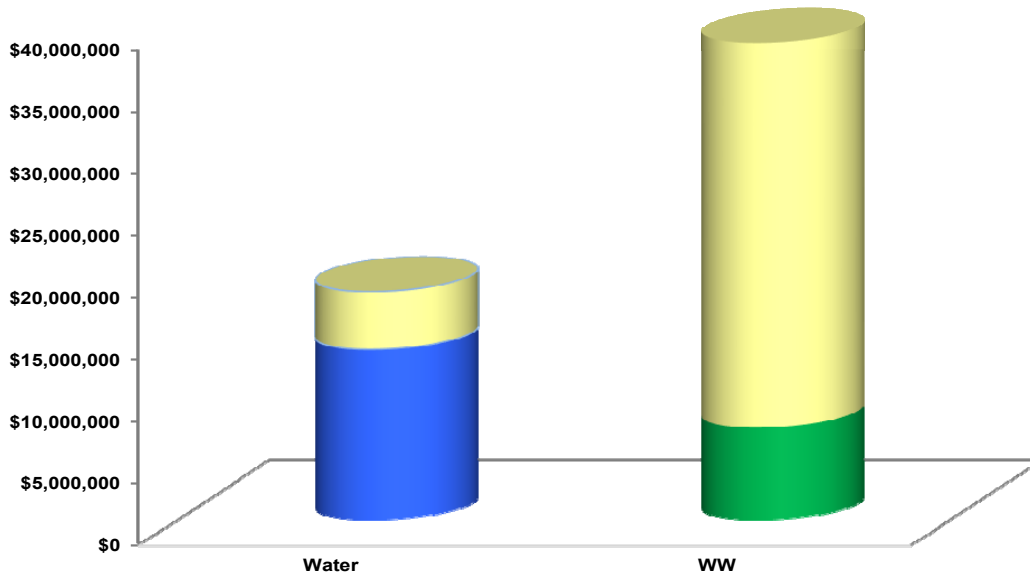
- Capital Expenditures – CIP

- Capital Expenditures – the long-term investments to build, replace and refurbish water and wastewater infrastructure
 - Must do maintenance on the system
- Capital expenditures impact long-term rates in three ways:
 - How much has to be spent
 - When does it have to be spent
 - How to finance expenditures
 - Pay As You Go (PAYGO)
 - Long-term debt
 - Impact fees
- Town put into effect impact fees that will enable a lot of the growth-related capital expenditures to be paid for out of the impact fees.

- Total Capital Expenditures 10-Year CIP

- Total 10-Year CIP = \$56,948,078
- Estimated Development Impact Fee (DIF) Funded = \$35,150,000
- Vast majority of capital improvements will not have to be paid for out of rates

- Approximately \$5 million to \$7 million is expected to have to be issued by the Town over the next five years to pay for water and wastewater related capital improvements.



- Water Utility Forecast Cost of Service

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
WATER Utility										
Operating	\$ 1,901,265	\$ 1,972,425	\$ 2,046,557	\$ 2,124,724	\$ 2,206,097	\$ 2,290,968	\$ 2,379,510	\$ 2,471,900	\$ 2,568,327	\$ 2,668,970
Transfers	461,770	475,623	489,892	504,589	519,726	535,318	551,378	567,919	584,956	602,505
Capital Outlays	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	660,000	1,000,000	1,000,000	276,000
Debt Service										
Current	-	-	-	-	-	-	-	-	-	-
Forecast	-	-	-	-	-	-	-	-	-	-
Total	-	-	-	-	-	-	-	-	-	-
Cost of Service	\$ 3,363,035	\$ 3,448,048	\$ 3,536,449	\$ 3,629,312	\$ 3,725,823	\$ 3,826,286	\$ 3,590,887	\$ 4,039,819	\$ 4,153,284	\$ 3,547,475

- Wastewater Utility Forecast Cost of Service

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
WASTEWATER Utility										
Operating	\$ 2,041,754	\$ 2,124,998	\$ 2,212,367	\$ 2,305,214	\$ 2,402,431	\$ 2,504,248	\$ 2,610,904	\$ 2,722,653	\$ 2,839,765	\$ 2,962,523
Transfers	493,566	508,373	523,624	539,333	555,513	572,178	589,344	607,024	625,235	643,992
Capital Outlays	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	265,000	415,000	315,000	415,000	335,000
Debt Service										
Current	604,491	603,254	604,010	603,757	603,496	842,435	84,653	84,626	84,598	84,569
Forecast	-	-	-	367,909	367,909	367,909	367,909	367,909	367,909	367,909
Total	604,491	603,254	604,010	971,666	971,405	1,210,344	452,562	452,535	452,507	452,478
Cost of Service	\$ 4,139,811	\$ 4,236,626	\$ 4,340,001	\$ 4,816,212	\$ 4,929,349	\$ 4,551,770	\$ 4,067,809	\$ 4,097,212	\$ 4,332,506	\$ 4,393,992

- Cost of service continues to increase; however, some of the debt will be paid off
- New long-term plan is needed to remain in good shape to meet and fund the projected increases

- Rate Design Scenarios

- Scenario 1: Status Quo
 - Maintain Current Rate Structures
 - Has scheduled adjustments over the next five years
- Scenario 2: Change Water Rate Tiers
 - Increase Water Tiers from Three to Four:
 - 0 – 5,000 Gallons
 - 5,001 – 10,000 Gallons
 - 10,001 – 20,000 Gallons
 - 20,001 – Above Gallons
- Scenario 3: Securing Future Water Charge
 - Same Residential Water Rate Tiers as Scenario 2
 - Add Securing Future Water Charge for all customers

- Scenario 1: Status Quo Rate Plan

	Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
WATER Rates						
Minimum Charge						
5/8" - 3/4"	\$ 22.34	\$ 24.13	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
1"	37.24	40.22	43.44	46.04	48.35	50.76
1 1/2"	93.10	120.64	130.29	138.10	145.01	152.26
2"	148.95	160.87	173.74	184.16	193.37	203.04
3" Compound	238.34	257.41	278.00	294.68	309.41	324.88
3" Turbine	260.68	281.53	304.06	322.30	338.42	355.34
4" Compound	372.39	402.18	434.36	460.42	483.44	507.61
4" Turbine	469.21	506.75	547.29	580.12	609.13	639.59
Volume Charge: Per 1,000 Gallons						
- 10,000	1.59	1.72	1.85	1.97	2.06	2.17
10,001 18,700	2.21	2.39	2.58	2.73	2.87	3.01
18,700 Above	3.93	4.24	4.58	4.86	5.10	5.36
WASTEWATER Rates						
Minimum Charge	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Volume Charge: Per 1,000 Gallons						
Residential	4.35	4.48	4.61	4.85	5.23	5.55
Commercial	4.37	4.50	4.64	4.87	5.26	5.57
Institutional	6.94	7.15	7.36	7.73	8.35	8.85

- Scenario 1: Status Quo Water and Wastewater Residential Rate Impact

	Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
Monthly Charges -- 5/8 " x 3/4"						
Gallons						
5,000	\$ 70.59	\$ 74.22	\$ 78.08	\$ 82.34	\$ 87.81	\$ 92.68
		3.63	3.86	4.26	5.46	4.88
10,000	\$ 100.29	\$ 105.21	\$ 110.43	\$ 116.40	\$ 124.29	\$ 131.25
		4.92	5.22	5.97	7.89	6.96
20,000	\$ 168.13	\$ 176.30	\$ 184.97	\$ 194.94	\$ 208.22	\$ 219.90
		8.17	8.67	9.98	13.27	11.68

- For majority of residential ratepayers, impact in first year is \$3.63 or less per month
- Scenario 2: Change Water Rate Tiers Water Usage Background
 - 5,000 gallons per month represents basic residential water needs; above Town average usage
 - 10,000 gallons per month represents the typical median residential water usage in many utilities across Arizona based on reported usage in the state
- Scenario 2: Change Water Rate Tiers
 - Change usage tiers to the following:

▪ Current Residential Tiers:	Proposed Residential Tiers:
0-10,000	0-5,000
10,001 – 18,700	5,001 -10,000
18,701 – Above	10,001 -20,000
	20,001 – Above

- Advantages: some changes may seem as more “fair”; more general logic to rate tiers; encourages conservation
- Challenges: will disproportionately impact certain ratepayers based on usage

– Scenario 2: Change Rate Tiers Water Rate Plan

	Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
WATER Rates						
Minimum Charge						
5/8" - 3/4"	\$ 22.34	\$ 24.13	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
1"	37.24	40.22	43.44	46.04	48.35	50.76
1 1/2"	93.10	120.64	130.29	138.10	145.01	152.26
2"	148.95	160.87	173.74	184.16	193.37	203.04
3" Compound	238.34	257.41	278.00	294.68	309.41	324.88
3" Turbine	260.68	281.53	304.06	322.30	338.42	355.34
4" Compound	372.39	402.18	434.36	460.42	483.44	507.61
4" Turbine	469.21	506.75	547.29	580.12	609.13	639.59
Volume Charge: Per 1,000 Gallons						
- 5,000	na	1.46	1.57	1.67	1.75	1.84
5,001 10,000	na	2.19	2.37	2.51	2.64	2.77
10,001 20,000	na	3.28	3.55	3.76	3.95	4.14
20,001 Above	na	4.92	5.32	5.64	5.92	6.22
WASTEWATER Rates						
Minimum Charge	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.66	\$ 22.32	\$ 23.66
Volume Charge: Per 1,000 Gallons						
Residential	4.35	4.48	4.61	4.85	5.23	5.55
Commercial	4.37	4.50	4.64	4.87	5.26	5.57
Institutional	6.94	7.15	7.36	7.73	8.35	8.85

- Scenario 1 and Scenario 2 Residential Monthly Charge Impact

		Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
Monthly Charges -- 5/8 " x 3/4"							
5,000	Scen 1	70.59	74.22	78.08	82.34	87.81	92.68
	Scen 2	70.59	72.93	76.68	80.86	86.25	91.05
10,000	Scen 1	100.29	105.21	110.43	116.40	124.29	131.25
	Scen 2	100.29	106.29	111.60	117.64	125.59	132.62
20,000	Scen 1	168.13	176.30	184.97	194.94	208.22	219.90
	Scen 2	168.13	183.93	193.21	203.68	217.39	229.53

- Scenario 3: Change Water Rate Tier and Add Securing Future Water Charge

		Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
WATER Rates							
Minimum Charge							
	5/8" - 3/4"	\$ 22.34	\$ 24.13	\$ 26.06	\$ 27.62	\$ 29.00	\$ 30.45
	1"	37.24	40.22	43.44	46.04	48.35	50.76
	1 1/2"	93.10	120.64	130.29	138.10	145.01	152.26
	2"	148.95	160.87	173.74	184.16	193.37	203.04
	3" Compound	238.34	257.41	278.00	294.68	309.41	324.88
	3" Turbine	260.68	281.53	304.06	322.30	338.42	355.34
	4" Compound	372.39	402.18	434.36	460.42	483.44	507.61
	4" Turbine	469.21	506.75	547.29	580.12	609.13	639.59
Securing Future Water		-	1.50	1.62	1.72	1.80	1.89
Volume Charge: Per 1,000 Gallons							
-	5,000	na	1.46	1.57	1.67	1.75	1.84
5,001	10,000	na	2.19	2.37	2.51	2.64	2.77
10,001	20,000	na	3.28	3.55	3.76	3.95	4.14
20,001	Above	na	4.92	5.32	5.64	5.92	6.22

- Scenarios 1, 2 and 3 Water and Wastewater Residential Rate Impact

		Current	Effective May-18	Effective Apr-19	Effective Apr-20	Effective Apr-21	Effective Apr-22
Monthly Charges -- 5/8 " x 3/4"							
Gallons							
5,000	Scen 1	70.59	74.22	78.08	82.34	87.81	92.68
	Scen 2	70.59	72.93	76.68	80.86	86.25	91.05
	Scen 3	70.59	74.43	78.30	82.58	88.05	92.94
10,000	Scen 1	100.29	105.21	110.43	116.40	124.29	131.25
	Scen 2	100.29	106.29	111.60	117.64	125.59	132.62
	Scen 3	100.29	107.79	113.22	119.35	127.39	134.51
20,000	Scen 1	168.13	176.30	184.97	194.94	208.22	219.90
	Scen 2	168.13	183.93	193.21	203.68	217.39	229.53
	Scen 3	168.13	185.43	194.83	205.40	219.19	231.42

- Reuse Water Cost of Service

	2018	2019	2020	2021	2022
Treatment Cost of Service	\$ 2,386,330	\$ 2,460,488	\$ 2,540,504	\$ 3,420,849	\$ 3,507,817
Forecast WW Effluent	573,519,458	574,695,506	575,871,554	577,047,602	578,223,650
Cost/1,000 Gallons	\$ 4.16	\$ 4.28	\$ 4.41	\$ 5.93	\$ 6.07

- Amount to charge customer should be based on the economic benefit of replacing the cost of CAGR water with reuse water
- CAGR Water Cost – Pinal County
 - Per acre foot - \$704
 - Per 1,000 gallons - \$2.16

- Presentation Summary

- Rate plans are not just financial decisions – they are social, community and political decisions as well
- Proposed rate plans will enable Town to pay increased costs, fund needed capital improvements and invest in the future of the Town
- All scenarios are revenue neutral
- Combined water and wastewater rate impact on most ratepayers = \$3 - 4 per month each year

Councilmember Anderson inquired if there will be special consideration for those who are gone during the summer and would they be better off turning their water off while they are gone.

Mr. Jackson stated that the challenge is that the Town must provide the availability of water service and the majority of cost in running a water system is not the cost of the water itself, but

rather making the water available. As long as the system is connected, they should pay the minimum charge because the Town is incurring cost by making the water available whether they use it or not. Should someone wish to turn off their water, they would need to pay a disconnect fee and a reconnect fee when they return and the total is equivalent to the minimum charges so there isn't a savings on their behalf.

Councilmember Guilin stated that if someone were allowed to disconnect, there would be a dramatic increase to the ratepayers who are here year-round because they would have to absorb the cost. She stated that the sewer rates are based on 75% of the water usage to allow for irrigation usage that is not metered separately.

Mr. Joe Jarvis, Finance Director, stated that homeowners are encouraged to shut off their water at the shut off valve to their home when they are away. This will prevent damage to their home in the event of a water leak or if a pipe breaks.

Mayor Walter stated that with regards to sanitation, she did not see where the Town is contracting for the transfer station. She stated that when the Town privatized the sanitation services and initially contracted with RAD, the Town went from twice a week pickup to the once a week, plus recycling and the residents had the ability to use the transfer station at no additional cost. She stated that in comparison to the existing service with RAD to the proposed new service with RAD, there are several differences and this is concerning. There are now weight issues with bulk trash. She does see a benefit with contracting with RAD but feels that that the contract needs to be discussed for the upcoming year so that the Town can continue with the transfer facility.

Mr. Billingsley stated that the RAD contract is separate from Central Arizona Solid Waste (CASW). The CASW contract had four extensions and the last extension was approved by Council last year and expires on June 30, 2018. Staff can bring this item back to the Council as a future agenda item should the Council desire.

Mayor Walter asked that a contract with Central Arizona Solid Waste be brought to the Council for consideration.

Mr. Billingsley stated that the Town will need to follow the procurement process and bid out the service before a contract could be brought back to Council for consideration. He stated that there are no more extensions available for that specific contract. He worked with Mr. Ben Bitter, Assistant Town Manager, to create a white paper on this subject and it has been forwarded to Council.

Mr. Jarvis stated that RAD sent a letter to the Town in February 2018, advising the Town that they were requesting an increase to the price of collection services and the Town extended the contract. He stated that RAD had the option of submitting a Consumer Price Index for Utilities (CPI-U) adjustment every single year of the contract, and this is the first time in the four years that they have done so. The adjustment increased the cost of the services and the Town has been absorbing the increase since the cost increase occurred on March 1, 2018.

He stated that staff incorporated all three utilities (water, wastewater, and sanitation) increases in this agenda item, but can choose to separate RAD from the others if it so desires. If Council does not agree with the monthly sanitation fee to be paid for by the resident, the Town's

Sanitation Fund will continue to absorb the cost. Staff understands that we are directed to go through a procurement process for sanitation services in the near future. Staff anticipates bringing a new contract to the Council for consideration next year.

Mayor Walter stated that RAD has provided quality services and they have not increased their rates. She said it is her understanding that if you drive to their facility in Apache Junction, you are able to dump there. She inquired if that is still true with the current contract and that you could dump at their facility and the quantity is unlimited.

Mr. Billingsley stated that RAD can make that available for people to dump at their facility in Apache Junction once the contract is done with Central Arizona Solid Waste. He stated that people can continue to dump at Central Arizona Solid Waste; however, they will now need to pay to utilize that.

Councilmember Anderson stated that he is disappointed that this was not considered. He enjoys utilizing the dumping service as does many other residents.

Councilmember Larsen stated that with regards to water and wastewater, her preference would be small incremental increases annually rather than a large increase after several years.

Mayor Walter opened the public hearing.

Mr. Ravert stated that he and his wife travel during the summer and they see high sewer charges, there needs to be a way to accommodate irrigation. None of their water usage goes into the sewer when they are gone in the summer. He likes the idea of just a base rate through the summer. At least he is providing some money.

Mayor Walter closed the public hearing.

Councilmember Wall stated that with regards to the water and wastewater systems, there was a significant amount of deferred maintenance prior to Mr. Billingsley coming onboard. He has gathered a very efficient and skilled staff to run the facilities there has been major improvements in the infrastructure. She stated that the Town has an aging, and aged, infrastructure system and things happen that require emergency repairs and unexpected improvements. It is important to adopt a plan to increase the rates to cover those costs. The Town is different than private utilities and are non-profit. The Town is merely trying to cover the expenses.

Discussion occurred on the proposed increases and the proposed increases.

Mayor Walter inquired of Mr. Jackson, which option was the best, in his professional opinion.

Mr. Jackson responded that rate making is not only a financial decision. It is also a social and community decision. Every community will have different standards that they consider to be fair, just and reasonable. All of the options are fair because the community has decided that it is fair. He stated that each of the alternatives will get you the same amount of revenue, with the exception of Option 3, which also get the additional securing water revenue. Now it becomes a question if you think it is more fair to keep the status quo or do you want to adjust the tier so

you reward the water savers more and provide an additional disincentive to people that use more than the average.

Mayor Walter stated that she prefers Option 3 because it allows the Town to plan for the future.

Councilmember Guilin stated that she prefers Option 3.

Councilmember Hawkins stated that he prefers Option 3 because it allows for growth opportunity. He thinks that it is wise to plan for the future. He stated that the system must constantly be maintained. The system deteriorates with time. He stated that the winter visitors have access to the system and need to pay for the maintenance as well.

Councilmember Wall stated that her preference is also Option 3. Th Town has several development agreements for properties that have already been approved for development. The Town must be able to assure that those developments will have adequate water. It may have to be that the Town needs to purchase additional water credits.

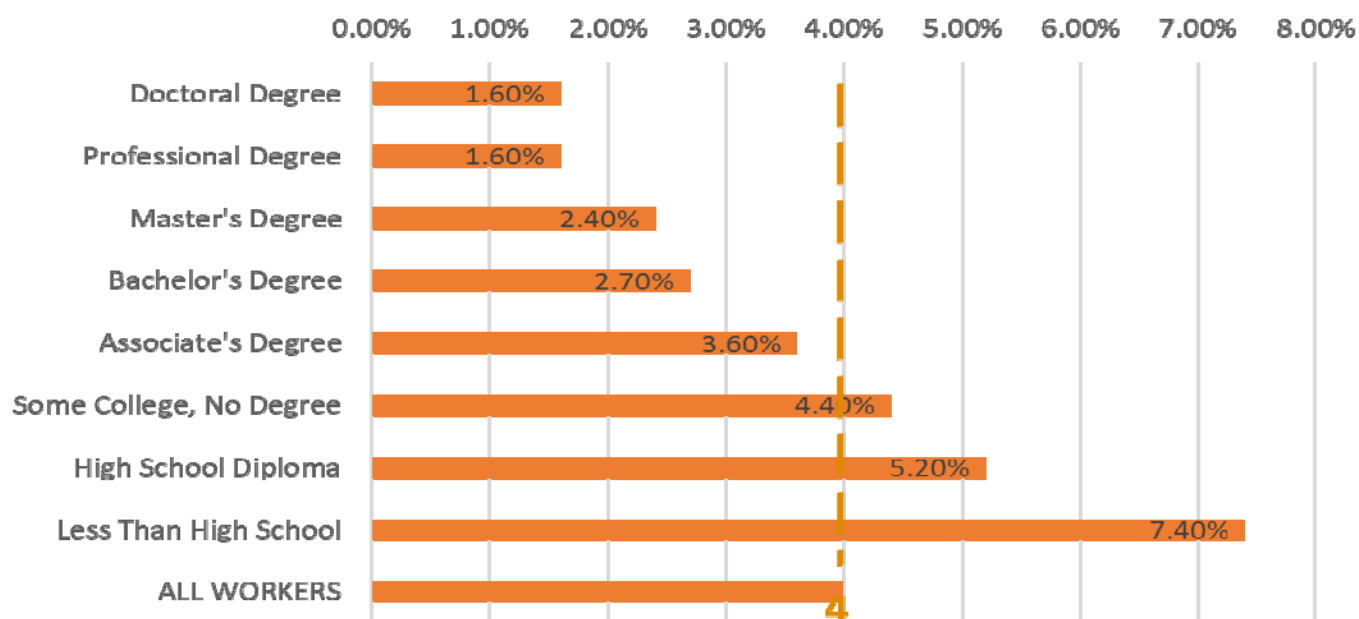
Councilmember Anderson stated that he is in support of Option 3.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to adopt Resolution No. 1664-18 with Scenario No. 3.

Presentation from Achieve Pinal, a project of Pinal Alliance for economic growth.

Mr. Richard Rosales, Achieve Pinal Committee Member, provided a presentation, in which he outlined the following:

- Achieve Pinal is a project of Pinal Alliance for Economic Growth and is a regional grassroots effort dedicated to working with education, government, business and other interested community partners to develop a competitive workforce for future jobs by improving educational attainment in Pinal County.
- The Statewide Goal
 - 60 percent of Arizona adults age 25 to 64 with a professional certificate or college degree by 2030
 - Goal is to prepare the future workforce through supporting education
 - Assembled a volunteer committee in May 2017 that reflects the make-up of the statewide effort of representatives from various backgrounds and businesses
 - Many new projects and job opportunities are headed to Pinal County which accelerated the urgency for more proactive workforce preparation
 - Dedicated to working with education, government, businesses, and other interested community partners to develop a competitive workforce for the future jobs by improving educational attainment in Pinal County.
 - Increasing the number of Pinal County residents who earn these credentials beyond high school will create a highly skilled and diversified workforce that will energize the economy and make Pinal County more attractive for businesses and make Pinal County better to compete nationally and globally
- Unemployment Rates by Educational Attainment 2016



- Note: Data are for persons age 25 and over. Earning are full-time wage and salary workers.
- Source: US Bureau of Labor Statistics, Current Population Survey
- By the time they complete high school, seven out of 10 jobs are going to require some sort of higher education.
- Arizona Education Progress Meter
 - Current statistics for Pinal County
 - Quality Early Learning Setting
 - No current data for comparison
 - Goal: 45% Statewide
 - Third grade reading
 - 34% scored proficient or highly proficient on the AZ Merit
 - Goal: 72%
 - Eighth Grade Math
 - 21% of students are prepared for high school in math
 - Goal: 69%
 - High School Graduation Rate
 - 72% of students graduating in four years
 - Goal: 90%
 - Opportunity Youth
 - 23% of 16 – 24-year-old not in school or working
 - Goal: 7%
 - Post High School Enrollment
 - 49% of high school graduates enrolled in secondary education the semester after high school
 - Goal: 70%
 - Attainment
 - 29% of Arizona residents with a two year or four-year degree or industry recognized certificate
 - Goal: 60%

- Teacher Pay
 - Arizona Ranks 50th in the nation
 - 2022 Goal – Reach National Median
- The World Economic Forum estimates that 65% of the children today will end up in careers that don't even exist
 - They are developing strategies in all segments for Pinal County population
 - 9th graders begin career exploration and want to look at it for 7th graders
 - Want career exploration in all schools - If they can start the career exploration sooner they will have high school to create a career path and take career related high school work which will help them with selecting courses that will identify their pathway before they reach college
- Want business owners to present at school and discuss jobs, salaries and what education is needed for those types of jobs or careers
 - Businesses to offer tours
- Targeting 7th graders and opportunity youth (16-24-year-old that are not going to school or working)
- What can you do to help?
 - Town issued a proclamation
 - Review your local data
 - Set goals for your community
 - Use the Education Progress Meter that was created by Expect More and the Center for Future Arizona
 - Developed in 2016
 - Updated in 2017
 - Non- partisan shared source of information about where we stand as a State on key educational metrics
 - Vision is that all students, regardless of their background income or zip code can have the opportunity to succeed in every step of education continuum
 - Celebrate success stories
 - Innovation Pavilion
 - STEM School
 - Link to the Education Progress Meter from your website
- Education Evaluator
 - Visit www.expectmorearizona.org for specific data on a school

Mayor Walter inquired when the committee meets.

Mr. Rosales stated that they meet twice a month. They will be meeting in various communities. He welcomed all to attend.

Mayor Walter stated that one of the Town's goals is to have the Florence Teen Council meeting to get more involved and this would be a great topic for the students to discuss at a Council meeting.

Presentation by the Florence Teen Council and highlights of their activities.

Mr. David Lewis, Recreation Leader III, along with four Teen Councilmembers: Abigail Johnson, Skylar Mahaffey, Emma Sauls, and Jaidyn Jones, provided a presentation in which they outlined the following events:

- January 2018
 - Skate Land field trip
 - Half-day collaboration with Library showed a movie and provided popcorn
- February 2018
 - Park Hang and Chill Half-day
 - Hoopin' Hot Half-day
 - Played basketball
 - Had hot wing eating contest
 - Volunteered at Mother and Son Dance
 - Had face paint
 - Had tattoo parlor
 - Attended Casa Grande Youth Day
 - Teen conference that discussed college, job resumes and what it means to be a teen leader
- March 2018
 - Held our first inaugural Senior Prom for the senior center in which they had 40 attendees
 - Helped Anthem K-8 with Pep Assembly
 - Volunteered at the Women's Club Annual Fashion Show
 - Attended a Spring Training Game
 - Put together and hosted a Field Day for Florence K-8
 - Played Music and provided in-between entertainment at Road to Country Thunder
- April 2018
 - 2nd Annual Teen Leadership Symposium
 - Presenters
 - Gene Mann- Professor at Central Arizona College
 - Manny Padilla- Founder of Produce Positivity
 - Anita Cota- Pasqua Yaqui Tribe Administrator
 - Abdul Speaks- Founder of Good Positive Brothers
 - Approximately 50 attendees
 - Highway clean-up of one mile of roadway n Hunt Highway
- May 2018
 - Half Day Blow Out Party at Florence High School
 - Had inflatables
 - Had games and raffles
 - Food truck available for food purchase
- Upcoming
 - Thursday May 31, 2018- Summer Kick Off event at Aquatic Center
 - Food, music, games and an opportunity for kids to bond
 - There is no cost to attend
 - Summer Teen Nights
 - First time having this event
 - Teen Tuesdays starting in June

The students shared that the Florence Teen Council is a great program that provides several great opportunities for them such as being able to speak at the Council meetings. She thanked Mr. Kim "Koko" Hunter and Mr. Lewis.

Mr. Hunter stated that many of the events were held for the first time. He stated that they will continue with many of the events next year and make them bigger and better. They will also coordinate transportation so that they can get some of the senior citizens to attend the Cinderella Affair which will provide the necessities for prom. He stated that the Teen Symposium will be moved to February to allow for greater participation. They are also going to create an annual calendar outlining each of their events.

Mr. Hunter stated that they have added a merit system, which allows the Florence Teen Council members to gain points. They gain points for attending school, by doing well in school, attending FTC meetings and participating in the events.

Mr. Hunter presented gifts to each of the following for being instrumental in FTC's success:

- Jaidyn Jones
 - Works hard to make each event a success
- Abigail Johnson
 - Always has great ideas to present
- Skylar Mahaffey
 - Senior and this is her last year on the FTC
 - Has ownership and equity in the FTC
 - Great role model for the other members
- Emma Sauls
 - Presented with the Outstanding Member of the Year Award
 - Made a difference and has helped everyone grow
 - Always participates in each of the events

Mr. Hunter stated that they will have a member of the month which will be based on their merit points as well as member of the year. Ms. Emma Sauls is the first ever Member of the Year award.

Presentation of Fiscal Year 2017-2018 Third Quarter Financial Report.

Mr. Jarvis provided a presentation in which he outlined the following:

- Overview
 - Forecast is based on data as of March 31, 2018
- Audited results of FY16-17

Title	Type	Budget	Projected	Actual	Balance
General	Revenue	\$14,784,648	\$15,587,418	\$15,684,335	\$1,166,106
	Expense	\$14,717,584	\$14,018,353	\$14,518,229	
HURF	Revenue	\$8,049,977	\$2,283,942	\$3,488,488	-\$588,632
	Expense	\$6,922,874	\$3,201,981	\$4,077,120	
Water	Revenue	\$2,717,550	\$2,810,398	\$3,013,024	\$1,122,943
	Expense	\$4,294,882	\$2,723,796	\$1,890,081	
Sewer	Revenue	\$3,981,856	\$4,126,504	\$4,226,586	\$1,601,971
	Expense	\$5,229,218	\$2,789,184	\$2,624,615	
Sanitation	Revenue	\$922,250	\$839,688	\$823,814	-\$113,476
	Expense	\$900,487	\$965,771	\$937,290	

- General Fund Revenue

- Focused on six revenue sources that make up 77% of the revenue to develop a trend analysis
 - City Sales Tax
 - Property Taxes
 - Building Permits
 - State Shared Sales Tax
 - State Shared Income Tax
 - Auto License Tax
- City Sales Tax and State Shared Revenue (Sales, Income, Auto Lieu) have increased each year since FY 2013-2014.
- Property values have increased within the Town

- General Fund- Revenue FY17-18

Title	Budget	3/31/2018	Forecast
City Sales Tax	\$2,700,000	\$1,985,485	\$2,700,000
Property Tax	\$957,589	\$646,693	\$957,589
Building Permits	\$475,000	\$469,832	\$771,135
State Sales Tax	\$2,417,705	\$1,720,252	\$2,667,057
State Income Tax	\$3,192,630	\$2,128,650	\$3,192,630

- General Fund Expense FY17-18

Title	Budget	3/31/2018	Forecast
General Fund	\$14,582,492	\$9,787,421	\$13,704,602

- Other Funds-Major Revenue FY17-18

Title	Budget	3/31/2018	Forecast
General Capital Fund	\$1,200,000	\$606,506	\$1,540,098
Street Fund	\$3,006,882	\$2,052,889	\$3,220,965
Construction Tax	\$130,000	\$52,730	\$131,826
Water Fund	\$2,550,000	\$1,801,754	\$2,776,629
Sewer Fund	\$3,950,612	\$2,342,502	\$3,541,424
Sanitation Fund	\$756,037	\$560,897	\$854,773

- Other Funds-Expenses FY17-18

Title	Budget	3/31/2018	Forecast
General Capital Fund	\$417,278	\$70,167	\$194,416
Street Fund	\$7,575,949	\$1,944,386	\$3,186,049
Construction Tax	\$0	\$0	\$0
Water Fund	\$5,123,036	\$1,823,454	\$2,597,259
Sewer Fund	\$4,659,499	\$2,489,442	\$3,289,970
Sanitation Fund	\$917,633	\$611,167	\$885,702

Mr. Jarvis explained that there will be a budget work session on May 23, 2018 to discuss the draft budget, and dependent on the comments, he may need to schedule another work session or draft the tentative budget and present it at the next Council meeting. If the Council adopts the tentative budget, staff will schedule the public hearing for the adoption of the final budget.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. **Authorization to ratify expenditures in Fiscal Year 2018-2019 and enter into a contract for professional service with HUB Planning and Urban Design, through June 30, 2019, in an amount not to exceed \$52,432.92, for the Planning Division's Code Amendments Project.**
- b. **Authorization to enter into a contract with Regional Pavement Maintenance of Arizona, Inc., to mill and replace 2.5" R12 asphalt on Collingwood Street, from Main Street to Orlando Street, in an amount not to exceed \$89,898.23, under Job Order Contract 2014-007, for the City of Buckeye.**
- c. **Approval of the April 2, and April 23, 2018 Town Council Meeting minutes.**
- d. **Receive and file the following board and commission minutes:**
 - i. **April 12, 2018 Arts and Culture Commission minutes**
 - ii. **October 25, 2017 and March 28, 2018 Historic District Advisory Commission minutes**
 - iii. **October 26, 2017 Parks and Recreation Advisory Board minutes**
 - iv. **March 15, 2018 Planning and Zoning Commission minutes**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried to approve the Consent Agenda, as written, with the exception of Item a.

- a. **Authorization to ratify expenditures in Fiscal Year 2018-2019 and enter into a contract for professional service with HUB Planning and Urban Design, through June 30, 2019, in an amount not to exceed \$52,432.92, for the Planning Division's Code Amendments Project.**

Mr. Larry Harmer, Planning Manager, provided a presentation, in which he outlined the following:

- Town is facing critical deadlines that impact the Code Amendments
 - State mandated update to the General Plan will take significant amount of staff time to manage the project
- Need for development amendments
 - New Legislation ... Enacted and Attempted that needs to be addressed
 - Recent Court Rulings
 - Ambiguous and Inconsistent Requirements
 - Cross Referencing
 - Current Development Issues
 - Current Code baseline year is 1996 and there have been updates since
 - Use 1996 when looking at non-conformity and other issues
- New Legislation and Recent Court Rulings
 - Small Cell Wireless Facilities
 - Short Term Rentals
 - Land Use and Definitions

- Signs within Rights-of-Way
 - Town Code does not address this at all
- Off-Track Sports Betting
- Sober Living Homes
 - How to manage location of homes
- Ambiguous Language
 - This applies, generally, to Definitions. There has been recent need to respond to Home Occupation requests and Land Use types that the current code does not address to a degree of specificity that simplifies application of the Development Code.
- Cross Referencing
 - A review of the Development Code is highlighting the need to examine the cross referencing of various sections for consistency and ease of use.
- Current Development Issues
 - New Technologies
 - New Housing Types
 - Accepted Development Practices
 - Driverless Vehicle Parking and Charging Stations
 - Signs and Parking ... Permanent and Temporary
- 1st priority areas to address
 - Signs ... Temporary & Permanent
 - Parking ... Temporary & Permanent
 - Permitted Land Use Tables
 - Definitions
 - Administrative Procedures
 - Small Cell Wireless
- 2nd priority areas to address
 - General Provisions
 - Outdoor Lighting
 - Landscaping
 - Wall & Fences
 - Swimming Pools
 - Height & Area Regulations
- 3rd priority to address
 - General Development standards for each land Use category
 - Update for consistency for increasingly intensive land use definitions as applied
 - Provide more detail
 - Improve Cross-referencing
 - Update development standards as appropriate
- New topics to consider
 - Crime Prevention Through Environmental Design (CPTED)
 - Administrative Reviews
 - Administrative Conditional Use Permits
 - Additional as Identified

Mr. Harmer stated that the contract will be an extension of the existing agreement when Mr. Burkhardt was assisting the Town while there were vacancies within the Development Services Department. The positions have been filled; however, there is still much work that needs to be completed. The Code updates will be the majority of the work.

Mr. Harmer stated that once completed, they will work on the General Plan. He stated that the new topic that they want to consider is crime prevention through economic design. He stated that it is not addressed in the Town's Development Code. He stated that Administrative Reviews and Administrative Conditional Use Permits are also other subjects that need to be addressed.

On motion of motion of Councilmember Guilin, seconded by Councilmember Anderson, and carried to ratify expenditures in Fiscal Year 2018-2019 and enter into a contract for professional service with HUB Planning and Urban Design, through June 30, 2019, in an amount not to exceed \$52,432.92, for the Planning Division's Code Amendments Project.

NEW BUSINESS

Discussion/Approval/Disapproval to contract with Fortiline, Inc., through a City of Phoenix Cooperative Contract, to provide parts for water and wastewater projects, in an amount not to exceed \$250,000, through June 30, 2019.

Mr. Chris Salas, Development Services Director, stated that they have been purchasing off of this contract for approximately one year and are the ones who have provided the hydrant that the Town uses for its projects. The Town anticipates to purchase approximately \$200,000 in hydrants next fiscal year.

On motion of Councilmember Guilin, seconded by Councilmember Larsen, and carried to approve the contract with Fortiline, Inc. through a City of Phoenix Cooperative Contract, to provide parts for water and wastewater projects, in an amount not to exceed \$250,000, through June 30, 2019.

Discussion and Council direction on the 2018-2019 Preliminary Property Tax Levy.

Mr. Jarvis discussed the primary property tax levy, the rate and how much would be collected. He stated that on an annual basis, the Town Council reviews the levy (revenue) and rate of the Town's primary property tax. If the primary property tax levy increases, then a Truth in Taxation hearing must be held. The decision must be made in accordance to Arizona Revised Statutes §42-17107.

Mr. Jarvis stated that each year, the Town Council may choose to decrease, hold or increase the tax rate. The Council's decision and the assessed property values will determine the amount of revenue collected. It is important to note that there are clear restrictions within State Statutes that limit the amount that the Town can increase their levy by each year.

Mr. Jarvis stated that in 2017, the Town Council increased the rate to \$1.1345. Between 2014 and 2016, the rate had been \$1.1182.

Mr. Jarvis stated that the total assessed value less new construction has increased for 2018. A Truth in Taxation Public Hearing will be required unless the primary property tax rate were decreased to less than \$1.0843.

Mr. Jarvis stated that for Fiscal Year 2018-2019, 7% of the General Fund's budgeted revenue will be from primary property taxes. The \$1,000,000 in estimated revenue is equal to a little less than a third of the budget to operate the Fire Department.

Mr. Jarvis stated that the Town Council and staff have discussed the value in creating and growing reliable sources of revenue for the General Fund. Reliable sources of revenue foster sustainability for the General Fund expenses. He stated that the tax rate cannot increase by more than 2% per Arizona Revised Statutes.

The following are scenarios for consideration:

	LEVY	RATE
Current	\$1,017,439	\$1.1345
Scenario 1	\$1,017,439	\$1.0188
Scenario 2	\$1,082,810	\$1.0843
Scenario 3	\$1,104,481	\$1.1060

Mr. Jarvis stated that the impact will be based upon the direction given by the Town Council. None of the scenarios will require a change to the General Fund budgeted revenue. He stated that should Council elect to set the rate at \$1.0843 or higher, a truth in taxation hearing must be held and he will begin preparing the steps for that.

Discussion occurred on the various scenarios and how the rates affect the property owners.

Councilmember Guilin stated that her preference would be Scenario 3. She stated that you never want the money to go lower and is difficult to recover. She would prefer to levy the maximum which is only 2% more than the prior year.

Mr. Jarvis stated that should he need to do a Truth in Taxation (TNT) Hearing, he will provide comparisons.

MANAGER'S REPORT

Town Manager Performance Memorandum

Mr. Billingsley stated that he provided a listing of completed projects, as requested, per his contract. He will provide a presentation at the upcoming Council meeting.

Residential Permit Manual

Mr. Billingsley stated that staff has had public hearings on the Residential Permit Manual. He stated that the manual is in its final stage and is going through its final edit. The manual is a step-by-step directional manual to assist in obtaining a residential permit.

Mr. Billingsley introduced two new interns:

Matt Ferdett will start his junior year in college, is a business major and will be assisting with marketing and tourism. He interned with the Eloy Chamber of Commerce last year. He is working directly with Ms. Jennifer Evan, Management Analyst.

Jarren Martineau is in his third year of law school and will be assisting with the Legal Department. He will be working directly with Mr. Clifford L. Mattice, Town Attorney.

Mr. Billingsley recognized Maricella Benitez, Planner, Development Services. He stated that today is her first day. She just graduated from Northern Arizona University with her Bachelor's Degree.

Ms. Benitez thanked the Council for the opportunity to be part of the Town.

Mr. Billingsley stated that the last weekly safety meeting during the Building Safety Month has been cancelled due to low attendance.

Mr. Billingsley stated that the week of May 20 – 26, 2018 is EMS Week. They will be discussing the opioid epidemic.

Mr. Billingsley stated that the first of two public workshop on the Pinal County Joint Land Use Study, which pertains to Pinal County's military presence. The first will be held on June 4, 2018 and the second will be held on June 5, 2018.

Mr. Billingsley stated that the Town has been working with Pinal County, for approximately one year on joint marketing and economic development work. He showed the Council a video that was created specifically for that.

Mayor Walter stated the video is available to the public and will be available on the Town's website.

Mr. Billingsley stated that the Town will be working on a video specifically for Florence.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Anderson stated that ABC 15 did a video on a local business. He asked that the link be added to the Town's website. He stated that it is sad to see so many school shootings. He stated that the United States is 57% worse than any other country in the world. He stated that those at the State level need to react.

Mayor Walter thanked the staff for their presentations. She stated that graduation is near and she appreciates our emergency service personnel working diligently to keep everyone safe.

She congratulated the 2018 graduates. She is looking forward to the economic development opportunities that are coming to Florence.

Mayor Walter stated that Mr. Billingsley has been an integral part in helping Florence grow. She has reviewed the Town Manager performance memorandum and Mr. Billingsley's achievements in the last three years, and he has made significant progress in moving Florence forward. She appreciates his perspective and appreciates the dialogue that they have to provide the best service for Florence.

Mayor Walter thanked the Budget Committee for their time and hard work with regards to the budget.

ADJOURNMENT

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried to adjourn the meeting at 8:02 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on May 21, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL WORK SESSION HELD ON WEDNESDAY, MAY 23, 2018, AT 5:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 5:05 p.m.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall

Absent: Larsen

Mayor Walter read a statement issued by Councilmember Larsen into the record, which stated:

“First of all, I want to thank the Mayor and staff for being so supportive of me today as I have fallen into a predicament. My husband and son’s baseball team was in a playoff game in their baseball league on Monday. They ended up making three more runs than the other team and due to a technicality, they ended up losing on the field. However, after an appeal, the Board cited with the team and they are now in the championship game. We got the call yesterday and the game is this evening, leaving my husband and our family in a predicament. I am thankful for the support in allowing me to be there for my family.

In regard to the budget, I am appreciative of the opportunity to be a part of the process. I remain committed to any revisions or decisions that need to be made. There were a lot of difficult decisions to come to where we are and I know that we all took this process seriously. I am hopeful that the budget that was presented tonight will satisfy the goals of the Council and will help give the departments the funds that are needed to continue their daily work. I look forward to a full report and potential future meetings, if need be. Thank you again for understanding my absence.”

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Ms. Ruth Harrison, Florence Resident, stated that the Town is near the end of the budget process for the next fiscal year. She stated that it is very late in the process to expect the Council to consider the inclusion of ideas, suggestions and concerns presented by the public. The time to encourage the public to speak up is at the start of the budget process, not at the end. She has made that request many times in the past, to no avail. She stated that Florence is her town. She asked that everyone be invited to the budget meetings so that they can share their thoughts to improve the Town. She asked that Council be willing to work with the residents to help the Council find the best use of the money in the Town’s budget. She stated that

everyone wants what is best for the Town and asked that Council give the residents a chance to make important contributions to the present and the future of Florence.

Mayor Walter stated that the Town has a Strategic Plan that has been openly communicated throughout the year as well as during the six-month benchmark. The budget is aligned with the Strategic Plan as well as the Town's goals and visions. The Council also has an open Call to the Public at every meeting to hear feedback from residents as well as any of the budget meetings.

Mayor Walter stated that tonight's meeting is the first budget session for looking at the budget as a whole. She noted that there are several opportunities prior to the first budget session in which to voice any ideas, suggestions or concerns.

WORK SESSION ON THE FISCAL YEAR 2018-19 BUDGET AND CIP

Mr. Joe Jarvis, Finance Director, stated that the Budget Committee worked hard to provide Council with a balanced budget that was in line with what the Council believes is the vision of the community.

Mr. Jarvis provided a presentation in which they outlined the following:

- Why Are We Here
 - Each year the Town Council must approve an expenditure limitation which serves as the Town of Florence Budget.
 - The amount approved by the Council is the ceiling for the amount of funds the Town can legally spend in a particular fiscal year.
 - This process includes adopting a series of budgets with the following due dates and must adhere to Arizona Posting Requirements.
 - Tentative Budget - on or before the 3rd Monday in July
 - Final Budget on or before August 3rd
- Budget Basics
 - The Town of Florence budget is broken into funds which are distinct and separate components of operations that occur within the Town.
 - Each fund has its own revenue stream and expenditures and are tracked as part of the overall Town of Florence Budget.
 - Within each fund there are sub-categories known as Departments and Divisions which further breakdown expenditures for transparency.
 - Administrative Services: Council, Administration, Economic Development, General Government, Finance, Information Technology, Human Resources, Attorney and Courts
 - Police: All Police
 - Fire: All Fire
 - Community Services: Library was combined with the Parks and Recreation programming budget
 - Development Services: Planning, Building Official, Streets, Cemetery, Water, Wastewater, Fleet, and Building Maintenance
 - We will analyze the revenues and expenditures for each fund individually.
- What have we done
 - Developed a draft Capital Improvement Plan (CIP)

- Developed revenue and expense assumptions
- Reviewed interfund transfers and cost allocations
- Reviewed salary splits
- Reviewed all budget requests
- Gone to market for benefits
- Presented all data to the Budget Committee and incorporated their recommendations
- 2018-2019 Budget Assumptions
 - Budgeted expenses are equal to or less than budgeted revenue, except for policy direction from the Council (Sanitation and Highway User Revenue Fund (HURF) Bond)
 - As of March 21, 2018, the Town's budgeted State Shared revenue will increase by \$150,000.
 - Updated numbers are anticipated by June 4, 2018.
 - Staff incorporated the salary and compensation results for staff and the Council
 - Budget includes many operational requests and the CIP discussed on February 28th
 - Split the HURF and Transportation Excise Tax Revenue into different divisions within the Streets Fund
 - Are restricted for specific purposes
- Budget Meeting Schedule and Agendas
 - Council Work Session: February 28th: discussed (CIP) and the Rate Study
 - Budget Committee Meetings
 - November 16, 2017: 1st quarter results, calendar, forms Strategic Plan
 - February 5, 2018: compensation, CIP, Rate Study, Impact Fee Study, permanent base adjustment, General Fund expenses
 - February 27, 2018: compensation, personnel requests, Rate Study, legal expenses, CIP
 - April 25, 2018: expenses by fund, revenue by fund
 - May 1, 2018: budget sheets, compensation, benefits, expense requests, Manager and Council contingencies
 - May 3, 2018: budget sheets, compensation, benefits, expense requests, Manager and Council contingencies
- Budget Status Revenue

	2016-2017 Actual	2017-2018 Budget	2017-2018 Forecast	2018-2019 Budget
General (Page 4)	\$15,868,924	\$14,547,483	\$15,386,016	\$15,185,620
Streets (Page 113)	\$3,500,419	\$3,130,006	\$3,292,893	\$3,067,010
Water (Page 137)	\$2,934,951	\$2,814,664	\$3,087,556	\$3,045,080
Wastewater (Page 145)	\$3,992,071	\$4,044,834	\$3,624,070	\$3,861,650
Sanitation (Page 157)	\$805,558	\$774,278	\$885,139	\$864,700

The rate increase is not included in the forecasted amounts.

- Budget Status Expense

	2016-2017 Actual	2017-2018 Budget	2017-2018 Forecast	2018-2019 Budget
General Page 10	\$14,514,986	\$14,547,033	\$13,704,602	\$15,185,620
Streets Page 113	\$4,095,014	\$7,575,949	\$3,186,048	\$7,956,540
Water Page 137	\$1,262,303	\$5,123,036	\$2,597,259	\$4,257,920
Wastewater Page 145	\$3,353,394	\$4,659,499	\$3,289,970	\$7,823,910
Sanitation Page 157	\$939,413	\$917,633	\$885,702	\$841,290

- General Fund

- The General Fund is home to non-restricted revenues and expenditures of the Town.
- Major Revenue streams include:
- Taxes: sales and property
 - Licenses and Permits: building licenses and permits
 - Franchise Fees: APS, SWG, cable and utility
 - State Shared Revenue
 - Interest Income
 - User Fees: Police, Fire, Community Services, Development Services

- General Fund Balances

Fund Balance FY 2016-2017 (Page 2)	\$9,896,930
Revenues	\$15,386,016
Expenditures	\$13,704,602
Projected Balance FY 2017-2018	\$11,578,344
Net Change to Fund Balance	\$1,681,414

- General Fund Revenues

Description	Amount
Taxes (pg. 4)	\$4,040,000
License and Permits	\$748,900
Franchise Fees and Taxes	\$584,640
Intergovernmental	\$7,312,230
Charges for Services	\$901,750
Fines and Forfeits	\$172,000
Miscellaneous Revenue	\$34,320
Transfers In	\$1,391,780
Total for FY 2018-2019	\$15,185,620

- Local Taxes - 27%
- License and Permits – 5%
- Franchise Fees and taxes – 4%
- State Shared – 48%

- Charges for services – 6%
- Fines and forfeits – 1%
- Miscellaneous Revenue – 0%
- Transfer In – 9%

- General Fund Expenditures

Description	Amount
Town Administration (Page 10)	\$4,211,540
Police (Page 37)	\$3,797,320
Fire (Page 49)	\$3,293,060
Community Services (Page 63)	\$2,477,540
Development Services (Page 91)	\$1,406,160
Total for Fiscal Year 2017-2018	\$15,185,620

- Community Service – 16%
- Development Service – 9%
- Administration – 28%
- Police – 25%
- Fire – 22%

- Streets Fund

- The Streets Fund is a restricted fund that services all things roads, right-of-ways, alleys, and easements within the corporate limits of the Town of Florence.
- The Streets Fund is restricted in the essence that the money in this fund can be used for only those uses outlined in State Statute. These expenditures are audited periodically by the Auditor General's Office to ensure compliance.
- Revenue streams include:
 - Highway User Gas Tax
 - Transportation Excise Tax

- Street Fund Revenue

Description	Amount
Highway User Revenue Fund (HURF)	\$1,892,230
Transportation Excise Tax (Page 114)	\$1,100,000
Other	\$74,780
Total for Fiscal Year 2018-2019	\$3,067,010

- Street Fund Expenses

Description	Amount
Streets (Page 115)	\$6,836,370
Transportation Excise Tax (Page 120)	\$1,000,000
Fleet (Page 122)	\$120,170
Total for Fiscal Year 2018-2019	\$7,956,540

- Update from the State stated that revenue collections are up compared to last year

- Water Fund

- The Water Fund is a utility enterprise fund or a business-type activity. Enterprise funds are restricted funds that are separate revenues and expenditures from the Town. They are driven by user fees that are used to pay for the cost of running the enterprise and to pay for infrastructure associated with its operations.
- Revenue streams include:
 - Utility Fees
 - Interest Income

- Water Fund Balance

Fund Balance Fiscal Year 2016-2017 (Page 137)	\$6,878,118
Revenues	\$3,087,556
Expenditures	\$2,597,259
Projected Balance Fiscal Year 2017-2018	\$7,368,415
Net Charge to Fund Balance	\$490,297

- Water Fund Revenues

Description	Amount
Other (Page 138)	\$47,180
Utility Fees	\$2,997,900
Total for Fiscal Year 2018-2019	\$3,045,080

- Water Fund Expenses

Description	Amount
Personnel (Page 139)	\$690,400
Contract Service and Maintenance	\$639,470
Commodities	\$256,080
Other Charges	\$471,200
Capital Projects	\$1,787,000
Operating Transfers Out	\$413,770
Total for Fiscal Year 2018-2019	\$4,257,920

- Savings was due to projects not being completed this fiscal year due to complications
- Had projections been completed, the funds would have been in the red and savings would have to been utilized
- Council is wise to save funds to allow for future CIP projects

- Wastewater Fund

- The Wastewater Fund is a utility enterprise fund or a business-type activity. Enterprise funds are restricted funds that are separate revenues and expenditures from the Town. They are driven by user fees that are used to pay for the cost of running the enterprise and to pay for infrastructure associated with its operations.

- Revenue streams include:

- Utility Fees
- Interest Income

- Wastewater Fund Balance

Fund Balance FY 2016-2017 (Page 145)	\$7,219,098
Revenues	\$3,624,070
Expenditures	\$3,289,970
Projected Balance FY 2017-2018	\$7,553,198
Net Change to Fund Balance	\$334,100

- Wastewater Fund Revenues

Description	Amount
Other (Page 146)	\$58,800
Utility Fees	\$3,802,850
Total for Fiscal Year 2018-2019	\$3,861,650

- Wastewater Expenditures

Description	Amount
Other (Page 146)	\$58,800
Utility Fees	\$3,802,850
Total for FY2018-2018	\$3,861,650

- Wastewater Fund Expenses

South Plant (Page 147)	\$6,658,160
North Plant (Page 153)	\$1,165,750
Total for Fiscal year 2018-2019	\$7,823,910

- \$100,000 increase in Wastewater Operations and Maintenance
 - Moved out items from the CIP that were operational in nature
 - Outsourcing less

- Sanitation Fund

- The Sanitation Fund is a utility enterprise fund or a business-type activity. Enterprise funds are restricted funds that are separate revenues and expenditures from the Town. They are driven by user fees that are used to pay for the cost of running the enterprise and to pay for infrastructure associated with its operations.
- Sanitation is currently outsourced with Right Away Disposal (RAD). The Town serves as contract administrator and point of contact.
- Revenue streams include:
 - Sanitation Fee Collection
 - Refuse Container Charges
 - Interest Income

- Sanitation Fund Balance

Fund Balance Fiscal Year 2016-2017 (Page 157)	\$1,258,099
Revenues	\$885,139
Expenditures	\$885,702
Projected Balance Fiscal Year 2017-2018	\$1,257,536
Net Change to Fund Balance	(\$563)

- Sanitation Fund Revenue

Description	Amount
Other (Page 158)	\$10,000
Utility Fees	\$854,700
Total for Fiscal Year 2018-2019	\$864,700

- Sanitation Fund Expenses

Description	Amount
Personnel (Page 159)	\$50,660
Contract Service and Maintenance	\$737,850
Commodities	\$3,350
Other Charges	\$70
Operating Transfer Out	\$49,360
Total for Fiscal Year 2018-2019	\$841,290

- No restrictions on funds
- Some employees work multiple departments and are paid from the appropriate departments(s)

Discussion occurred amongst Council and staff regarding the various departmental budgets, inclusive of:

- Revenues and expenditures for each
 - Projections, as well as individual line items within each of the budgets
- Administrative allocations
 - Used for contingencies in the past
- Police Dispatcher positions are being filled
 - Plan to be fully staffed in the near future
- Staff was as frugal as possible while still being efficient
 - Benefit employees through raises
- Salaries and benefits for all departments
 - Overtime and the impact it has on benefits
- Per Strategic Plan, it was important to have staff properly licensed, certified and that they are provided the training they need.
 - Requested that the Budget Committee provide training dollars for employees to obtain licenses, certifications and/or training needed

Mr. Scott Barber, Human Resources Director, discussed the personnel costs, which included:

- Personnel Cost Changes
 - 2018-2019 Pension Costs
 - Public Safety Personnel Retirement System (PSPRS)
 - Police Tier 1 and 2
 - Decreased 1.7%
 - Employer share is 18.22%
 - Police Tier 3
 - Increased 3.67%
 - Employer's share is 14.88%
 - Result of Citizens' Initiative and legislative changes

- Stop the bleeding in relationship to unfunded pension liability in public safety retirement
- All new employees since July 1, 2017, are enrolled in Tier 3.
- Fire Tier 1 and 2
 - Increased 0.72%
 - Employer's share is 16.60%
- Fire Tier 3
 - Increased 1.19%
 - Employer's share is 12.49%
- Arizona State Retirement System
 - Increased 0.30%
 - Employer's and employee's share is 11.80%
- 2018-2019 Worker's Compensation
 - Experience modification factor from 1.01 to 1.07
 - Increase of 6% in overall cost
- 2018-2019 Benefit Package
 - Health, Life & Dental
 - Overall increase of 5.27%
- 2018-2019 Compensation Plan Update
 - Market adjustments for 23 classifications; giving range-position "ownership" to affected employees
 - Range adjustments for 10 department director classifications but pay adjustments only for two incumbents who are below the mid-point of their current range.
 - Used a variety of municipality to do comparison
 - Estimated cost: \$118,033
 - Funding employee performance evaluation linked "merit" increases of up to 3%, using performance evaluation score only in the merit matrix, awarded on anniversary date.
 - Will be based upon performance evaluation only
 - Tenure removed from consideration
 - Estimated costs: \$143,333
 - Grand total Estimated Cost for both merit and range adjustment: \$261,366

Councilmember Guilin inquired what was done last year.

Mr. Barber stated that the Town provided a 5% increase last year but it was not tied to a merit.

Councilmember Guilin stated that a 3% merit increase is insulting to employees. She has heard several complaints the last time they had a 3% merit increase. She believes the employees deserve a 5% merit, which is what other communities offer.

Mr. Jarvis stated that they would need to budget an additional \$100,000 should Council wish to do a 5% merit increase.

Councilmember Guilin stated the Town has funding available and she would prefer to see a 5% merit increase.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Budget Committee's primary concern was to take care of the 23 employee classifications that were not at market rate. She stated that they also wanted to restart the merit program which compensated employees for doing a good job.

Councilmember Wall stated that a merit increase does not guarantee each person will receive the maximum amount. It is an incentive to have the employee perform at the highest level.

Mayor Walter inquired how many employees have received the 5% increase. She stated that it is more likely that a person will receive a 3% increase.

Mr. Barber stated that the rating is based on 1 to 5 in several categories along with adding an open section for duties and responsibilities, as well as removing the tenure component.

Councilmember Anderson stated that he doesn't have an issue with the 5% merit.

Mr. Jarvis stated that he will modify the budget to reflect the 5% merit.

Mr. Barber stated that the minimum wage has increased from \$10.00 to \$10.50 and will increase again to \$11.00 effective January 1, 2019. Ultimately, the minimum wage will increase to \$12.00 and will float from then forward. He stated that the minimum wage issue will impact the Town next year and how it causes compression.

Mr. Jarvis stated that the Council's pay is also being adjusted. A Request for Council Action will be presented at the upcoming Council meeting at the same time that the compensation adjustment for employees is being presented.

Mr. Brent Billingsley, Town Manager, stated that if approved, the Council's pay adjustment will not become effective until the new Council is seated as the Council is not allowed to give themselves a raise.

Mr. Barber stated that the same comparators used for the staff salary compensation study was used for the Council's pay.

Mr. Jarvis continued with the presentation, in which he outlined the following:

- Capital Improvement Plan (CIP)
 - The CIP was presented to the Town Council on February 28, 2018. The following changes have been made to the Plan: (page 165)
 - Added New Recreation Center for Fiscal Year 2020-2021
 - Initial funds for the feasibility of that project: \$100,000
 - Added Building Assessment for Fiscal Year 2019-2020
 - Added Florence Veterans Memorial for Fiscal Year 2018-2019
 - Added funding in Fund 11 and in donations
 - Increased the cost of a replacement patrol vehicle due to actual costs each fiscal year
 - Modified the name of Parks & Recreation Maintenance Building
 - Paid for development impact fee funds in future years
 - Added funding for Florence Gardens IV and V for next fiscal year as a buffer

- Amended the funding for the Planning Assistance for Rural Areas (PARA) and Safe Routes to Schools (SRTS) grants to match actual amounts

Mayor Walter inquired if the funding for the T8 and T9 CIP projects is not utilized, can they be redistributed to other street improvements that are much needed.

Mr. Chris Salas, Development Services Director, stated that it would be possible; however, they are not comfortable spending the money on smaller projects. The projects would need to have Council's approval.

Mr. Billingsley stated that the funding is bond funds and the monies can only be used on major projects. Council identified what the major projects are when the Town went after the bond. He stated that the funding is a "hold-over" if the funds are not spent in the current year.

Discussion occurred on various street improvement projects and possible funding options.

Mr. Billingsley stated that the cemetery project on Adamsville Road has been listed in the budget for the last three years. The project has been removed from the budget this year after substantial discussion by the Budget Committee as to what the Town's responsibility is, the importance of recognizing its history and the ability to go out and work with other partners to try and maintain those resources. Commensurate with the Council's decision to remove the project from the CIP, there was an understanding that although the Town may not want to fund the improvements that need to occur on that site, the Town should, as the government of record, be the facilitator for those types of projects and provide an ability for those projects to be handled.

Mr. Billingsley stated that there are two different cemeteries located there. One of the cemeteries is owned by the Rotary Club and the other is owned by the Ancient Order of Workers.

Mr. Billingsley stated that the Budget Committee opted to set aside some money for staff to form a 501(c)3 so that there can be a board made up of individuals who deal with historic preservation so that they can collect donations to be used towards preservation of the cemeteries.

Mr. Billingsley stated that there is a need for a private, non-profit economic development organization to exist in this region to assist the Town, the Chamber and others with regard to economic development. They would be able to receive donations of time, equipment, material, funding, etc. to formulate an organization to assist in marketing the Town and assisting the Town with those efforts. The Town has budgeted \$30,000 to hire the necessary consultants to set up the two private, non-profits.

Councilmember Guilin inquired if the Town is going to be able to own the cemeteries.

Mr. Billingsley stated that there is not a plan to own the cemeteries at this time. If Council wants to expend funds to own the cemeteries, they need to consider the perpetual costs associated with ownership such as operations and maintenance, liability, and improvements. The Budget Committee's vote was to not spend a lot of money, but rather create an ability for people to come together to participate.

Councilmember Wall stated that a lot of historic cemeteries are owned by 501(c)3 corporations. There is a certain amount of liability to do it. The research that she did was for that type of organization to take control of the cemeteries.

Mr. Jarvis continued with the presentation, in which he outlined the following:

- Next Steps for the Budget
 - Council budget work sessions - February 28th, May 23rd,
 - Presentation and consideration of adoption of the 2017-2018 Tentative Budget
 - Tentatively set for June 4, 2018
 - Staff presentations to community organizations
 - Public hearing on Final Budget and Truth in Taxation – date to be determined
 - Presentation, consideration and adoption of final budget, Districts' budget, and tax levies
 - date to be determined
 - Implementation of the budget

Mr. Jarvis inquired if the Council would like to have another work session.

Mayor Walter stated that the budget is in line with the Strategic Plan and does not feel that they need another work session.

The Council expressed their appreciation to the Budget Committee and staff for their work in regard to the tentative budget.

TOWN MANAGER'S REPORT

Mr. Billingsley thanked the Budget Committee for all of their hard work. This is the best budget they have had in the three years that he has been with the Town. There have been several modifications to the budget to make it more understandable.

Mr. Billingsley thanked the Council for trusting staff and himself for being the public fiduciary for Florence. He is proud of the Town's accomplishments and achieving those accomplishments in a fiscally responsible way. He also thanked the Department Directors for their work, dedication and creativity with the Budget Committee.

Mr. Billingsley thanked Mr. Jarvis and Ms. Garcia with regard to their work on the budget; they have produced a fantastic budget.

Mayor Walter read into the record a news release issued by Mr. Billingsley, which stated: "The Certificate of Achievement for Excellence in Financial Reporting has been awarded to the Town by the Government Finance Officers Association of the United States and Canada for its Comprehensive Annual Financial Report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting and its attainment represents a significant accomplishment by a government and its management. As an award of financial reporting achievement has been awarded to the individuals or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program which includes demonstrating a constructive spirit of full disclosure to clearly communicate its financial story and motivate potential users and groups to read the CAFR.

Mayor Walter stated that the Governor's Finance Officers Association is a major professional association which services the needs of approximately 19,000 appointed and elected local, state and provincial level government officials and other finance practitioners. It provides top quality publications, training programs and services and products designated to enhance the skills and performance of those responsible for government financing policy and management."

Mayor Walter congratulated the Finance Department.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Hawkins thanked everyone for a job well done. The Town has always managed to stay in the black. He has pride in the Town staff.

Mayor Walter appreciates the budget being focused on economic development, its employees and infrastructure. Everyone worked very well as a team and thanked everyone who assisted with the budget.

ADJOURNMENT

On motion of Vice-Mayor Woolridge, seconded by Councilmember Wall, and carried to adjourn the meeting at 7:04 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on May 23, 2018, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES**

REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE HELD THURSDAY, April 19, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chairman Pranzo called the meeting to order at 6:00 pm

2. ROLL CALL:

Chairman Pranzo	Present
Vice-Chair Frost	Present
Commissioner Smidt	Present
Commissioner Shoppell	Absent

A Quorum of Commissioners is present.

3. PLEDGE OF ALLEGIANCE

- 4. DISCUSSION/APPROVAL/DISAPPROVAL** of the minutes of the minutes of the regular meeting conducted on March 15, 2018.

On a motion by Chairman Pranzo, seconded by Vice-Chair Frost and carried to approve the March 15, 2018 minutes.

5. NEW BUSINESS

6. PRESENTATION BY DEVELOPMENT SERVICES

On a motion by Chairman Pranzo, seconded by Vice-Chair Frost and carried, the Commission adjourned to a Work Session to facilitate discussion.

A. Presentation and discussion regarding Overlay Zoning

Planning Manager Harmer presented a Power Point that introduced the Commission to the function and use of Overlay Zoning. He explained that this has been prompted for several reasons. First, the current Development Code has been found to have numerous flaws with regard to cross referencing, unclear or debatable definitions, inconsistencies between sections and general spelling and grammatical errors. Second, while we recognize that the entire Code should be updated, it is a long, arduous process and Overlay Zoning allows for individualized fix to specific geographical areas and situations. Third, Overlay Zonings allows the opportunity to address a specific individualized situation without impacting other similarly zoned areas.

Mr. Harmer then explained the methodology necessary to establish an Overlay Zone, including how to measure effectiveness.

Chairman Pranzo ask how an Overlay Zone relates to the General Plan. Mr. Harmer responded that the relationship is the same as the Development Code and General Plan. The General Plan is the policy and guidance document, while the Development Code and Overlay Zone enact those policies.

Vice-Chair Frost requested clarification as to public involvement in adopting an Overlay Zone. It was explained that public involvement is prescribed in the Development Code and has defined procedures.

On a motion by Chairman Pranzo, seconded by Commissioner Smidt and carried to adjourn from a Work Session and return to the Regular Meeting.

7. CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

There were no comments

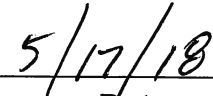
8. CALL TO THE COMMISSION-CURRENT EVENTS ONLY.

There were no comments

9. ADJOURNMENT

On a motion by Chairman Smidt, seconded by Vice-Chair Frost and carried to adjourn the meeting at 6:28 pm.


Chairman Gary Pranzo


Date

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION**

REGULAR MEETING ACTION MINUTES

MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, May 17, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chairman Pranzo called the meeting to order at 6:00 pm

2. ROLL CALL:

Chairman Pranzo	Present
Vice-Chair Frost	Present
Commissioner Smidt	Absent
Commissioner Shoppell	Present

Council Liaison Hawkins Present

A quorum of Commissioners is present

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on April 19, 2018.

On a motion by Commissioner Shoppell, seconded by Vice-Chair Frost and carried to approve the April 19, 2018 meeting minutes.

5. NEW BUSINESS

A. Discussion and motion to proceed with Development Code Amendments

PRESENTATION/APPROVAL/DISAPPROVAL – Request by the Town of Florence, as the applicant, to initiate Development Code Text Amendments to various sections of the Development Code of the Town of Florence, for modifying applicable sections, to address changes in technology, legal mandates and contemporary land use standards.

Planning Manager Harmer Made a Power Point presentation that outlined the need for amending the Development Code. The general needs were described as:

- Addressing new legislation – enacted and attempted

- Address recent Court rulings
- Addressing ambiguous and inconstant development criteria
- Improve cross-referencing throughout the code
- Evaluate and address current development issues

Each of these topics were discussed and a list of priorities was presented.

- 1st Priority:
 - Signs – temporary and permanent
 - Parking – temporary and permanent
 - Permitted Land Use Tables
 - Definitions
 - Administrative Procedures
 - Small Cell Wireless Facilities
- 2nd Priority
 - General Provisions
 - Outdoor Lighting
 - Landscaping
 - Walls and Fences
 - Swimming Pools
 - Height and Area Regulations
- 3rd Priority
 - General Development Standards for each Land Use category
 - Update for consistency for increasingly intensive land uses
 - Provide more detail
 - Improve Cross-referencing
 - Update development standards as appropriate

The presentation was followed by a general discussion. Commissioner Frost ask about public involvement in the adoption process. Mr. harmer responded that the Current Development Code has specific requirements regarding public participation and that staff will meet and exceed those requirements.

Chairman Pranzo inquired about the Sign Code update and noted that the Commission had spent considerable time working on that update a few years ago. Mr. Harmer explained that previous staff had produced a draft update that has been posted on the Town's website, but it was never adopted. Current staff is reviewing that draft for compliance with more recent court findings and will be bringing it to the Commission for evaluation. Once the Commission has reviewed, it will move forward through the public review and adoption process.

On a motion by Chairman Pranzo, seconded by Commissioner Shoppell and carried to approve initiation of Development Code Text Amendments to various sections of the Development Code of the Town of Florence, for modifying

applicable sections, to address changes in technology, legal mandates and contemporary land use standards.

6. PRESENTATION BY DEVELOPMENT SERVICES

A. Overlay Zone Status

Mr. Harmer told the Commission that an overlay zone has been initiated with the Florence Gardens Mobile Home Association that will address issues of general concern to the residents of the Association; specifically, fence heights. A rough draft is currently being reviewed by the Documents Committee of the Association.

B. 2030 General Plan Update Status

Mr. Harmer briefly explained that, according to State Statutes, the Town of Florence 2020 general Plan must be updated every 10 years. Since the 2020 Plan was adopted by Town Council and approved by a vote of the residents of Florence in 2010, an update must be approved in 2020. The process of contracting with a consultant team to produce an update is currently underway and that a draft Request for Qualifications is being reviewed by internal staff. It is anticipated that a consultant team can be selected early in Fiscal Year 2018-19.

C. CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

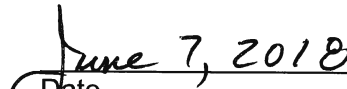
D. CALL TO THE COMMISSION-CURRENT EVENTS ONLY

E. ADJOURMENT


On a motion of Vice-Chair Frost, seconded by Commissioner Shoppell and carried to adjourn the meeting at 6:45 pm.



Gary Pranzo, Chairman



Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: June 18, 2018 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Ordinance No. 659-18: Council Pay		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Adoption of Ordinance No. 659-18: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING SECTION 30.04 OF THE TOWN OF FLORENCE CODE OF ORDINANCES AND ESTABLISHING A RATE OF PAY FOR THE MAYOR AND COUNCIL, EFFECTIVE JANUARY 1, 2019.

BACKGROUND/DISCUSSION:

The last time the Council pay was amended was on March 5, 2012. At that time, the Mayor began receiving \$650 for each month of service and a Council Member received \$450 for each month of service.

Staff conducted a compensation analysis using the same communities selected for all Town positions. Based on this analysis, staff is recommending that effective January 1, 2019:

1. The Mayor shall receive nine hundred and fifty dollars (\$950) for each month of service.
2. Each Council Member shall receive six hundred and fifty dollars (\$650) for each month of service.

A VOTE OF NO WOULD MEAN:

A no vote would mean the Mayor and Council compensation would not change.

A VOTE OF YES WOULD MEAN:

A yes vote would mean that the Mayor and Council compensation would change effective January 1, 2019.

FINANCIAL IMPACT:

Mayor and Council compensation is currently \$40,200 per year. If the ordinance is adopted, the total compensation of council would increase by \$18,000 for a full year. Fiscal Year 2018-2019 will have a \$9,000 budgetary increase based on the adopted date of January 1, 2019.

ATTACHMENTS:

Ordinance No. 659-18
Council Pay Comparison

ORDINANCE NO. 659-18

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING CHAPTER 30, SECTION 30.07, OF THE TOWN OF FLORENCE CODE OF ORDINANCES, TITLED COMPENSATION OF MAYOR AND COUNCIL, EFFECTIVE JANUARY 1, 2019.

WHEREAS, the Mayor and Town Council reviewed Chapter 30, General Provisions Section, of the Town of Florence, Code of Ordinances, and determined that revisions were necessary.

NOW, THEREFORE, BE IT ORDAINED, that Section 30.07 of the Town of Florence, Arizona, Code of Ordinances, shall be amended by removing the chapter and inserting the following chapter in its place:

Sec. 30.07. COMPENSATION OF MAYOR AND COUNCIL

The Mayor and each Council Member shall receive the following compensation on a monthly basis:

1. The Mayor shall receive nine hundred and fifty dollars (\$950) for each month of service.
2. Each Council Member shall receive six hundred and fifty dollars (\$650) for each month of service.

PASSED AND ADOPTED by the Mayor and Council, of the Town of Florence, Arizona, this 18th day of June 2018.

Tara Walter, Mayor

ATTEST:


APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

Mayor and Council Salary Comparison

Population	Community	Mayor	Council		
10817	Chino Valley	\$4,800	\$400	\$4,400	\$367
10873	Camp Verde	\$4,200	\$350	\$3,000	\$250
11265	Cottonwood	\$9,000	\$750	\$6,000	\$500
11825	Coolidge	\$7,200	\$600	\$4,800	\$400
16631	Eloy	\$7,800	\$650	\$5,400	\$450
17509	Douglas	\$3,900	\$325	\$2,600	\$217
20837	Nogalas	\$600	\$50	\$300	\$25
25259	Sahuarita	\$9,600	\$800	\$6,000	\$500
26361	Queen Creek	\$35,321	\$2,943	\$20,969	\$1,747
28068	Kingman	\$9,600	\$800	\$6,000	\$500
34961	Marana	\$21,000	\$1,750	\$16,404	\$1,367
35840	Apache Junction	\$12,000	\$1,000	\$9,600	\$800
39843	Oro Valley	\$12,740	\$1,062	\$10,058	\$838
41011	Maricopa	\$15,000	\$1,250	\$12,000	\$1,000
48571	Casa Grande	\$15,987	\$1,332	\$8,876	\$740
Average		\$11,250	\$937	\$7,760	\$647
25536	Florence	7800	650	5400	450
Proposed		11400	950	7800	650

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: June 18, 2018 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Services Agreement with Common Sense Consulting and Facilitation to assist with a Strategic Planning Process for the Greater Florence Chamber of Commerce		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approve a services agreement with Common Sense Consulting and Facilitation (CSCF) to provide assistance to the Greater Florence Chamber of Commerce with its strategic planning process.

BACKGROUND/DISCUSSION:

Karalea Cox, owner of CSCF, will assist the Greater Florence Chamber of Commerce with developing a strategic plan to guide the organization's activities for the next three years. The process will be similar to the one used to complete the Town of Florence Strategic Plan. Exhibit A of the Professional Services Agreement contains two options to conduct the strategic planning process. Option A is a full scope of work that addresses the planning process from beginning to end. Option B only includes the first phase of the strategic planning process. This option gives the Chamber and Town flexibility in how to approach additional phases of the planning process based on the outcome of the first phase.

Option A

Option A contains the full scope of work for a strategic planning process that includes the following deliverables:

1. Facilitate a meeting with the Chamber Board that addresses Board roles and responsibilities.
2. Conduct stakeholder surveys and interviews.
3. Perform a desk review of all organizational documents.
4. Compile a Strategic Plan Project Book.
5. Conduct a work session with Town Council and Chamber representatives to develop the elements of a strategic plan.
6. Design and draft a final strategic plan.

Option B

This option contains a reduced scope of work that focuses specifically on the following activities:

1. Perform a desk review of all organizational documents.
2. Conduct a Collaboration Inventory with Board members, Town Council and staff.
3. Facilitate a meeting with the Chamber Board that addresses Board roles and responsibilities.
4. Draft a final report.

The desired outcome of the strategic planning process is to help the Chamber establish a foundation to build its program of work and be a partner on economic development initiatives. Partnerships and relationships were identified as a Town of Florence Strategic Plan priority. The Chamber is listed as a stakeholder under the objective of partnering with community stakeholders so that all residents are engaged and contributing to the Town's activities.

A VOTE OF NO WOULD MEAN:

The Town will not enter into a services agreement with CSCF to assist with the Greater Florence Chamber of Commerce strategic planning process.

A VOTE OF YES WOULD MEAN:

The Town will enter into a services agreement with CSCF to assist with the Greater Florence Chamber of Commerce strategic planning process.

FINANCIAL IMPACT:

The cost to the Town will be \$12,000 for Option A or \$3,500 for Option B. The fee for the services agreement will come from the Strategic Plan contingency.

ATTACHMENTS:

Town of Florence Services Agreement

TOWN OF FLORENCE SERVICES AGREEMENT

The SERVICES AGREEMENT ("Agreement") is entered into by and between Karalea Cox (Common Sense Consulting and Facilitation) ("Vendor") and the Town of Florence, a political subdivision of the state of Arizona ("Town"), effective as of **June __, 2018 ("Effective Date")**. Town and the Vendor may be referred to in this Agreement collectively as the "Parties" and each individually as a "Party".

RECITALS

WHEREAS:

- A. Town requires the services of an independent contractor to provide services ("Services"); and
- B. Town desires to contract with the Vendor to provide these Services; and
- C. The Vendor is ready, willing, and able to provide the Services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

AGREEMENTS

1. SCOPE OF SERVICES

Vendor shall provide the Services described in the Scope of Services attached hereto as Exhibit "A" (the "Services"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate services rendered pursuant to this Agreement.

In the event the Services cannot be completed within the time specified, the Contract Administrator may approve a change order extending the time for completion of the work when she/he determines it is in the best interest of Town to do so, for such period as the Contract Administrator deems reasonable. A change order extending the time for completion of the Services pursuant to this subparagraph shall not entitle Vendor to additional compensation.

2. ADDITIONAL SERVICES OR ALTERATIONS

The entire Scope of Services to be performed in accordance with this Agreement is set forth in **Exhibit "A" Option A or Option B**. Services which are not included in Exhibit "A" will be considered "Additional Services". The Vendor shall not perform such Additional Services without the prior written authorization in the form of an approved change order or contract amendment from Town. In the event the Vendor performs such Additional Services without prior written authorization from

Town, it shall be presumed that the Additional Services were included in the Scope of Services and Vendor shall not be permitted to request or receive any additional compensation for such Additional Services.

3. ACCEPTANCE

All materials or services are subject to final inspection and acceptance by Town. Materials or services failing to conform to the specifications of this Agreement shall be held at Vendor's risk and may be returned to the Vendor. If returned, all costs are the responsibility of the Vendor. Town may elect to do any or all of the following:

- (a) waive the non-conformance;
- (b) stop the work immediately;
- (c.) bring materials into compliance;
- (d.) terminate the agreement and seek all remedies available in law and in equity. This shall be accomplished by a written determination by Town.

4. FEES

The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed **\$ 12,000.00**. Vendor shall be paid according to the schedule set forth in Exhibit "A" Option A or Option B.

Vendor shall submit to Town a monthly invoice describing the Services performed. Monthly payment may be made to Vendor on the basis of a progress report prepared and submitted by the Vendor for the work completed through the last day of the preceding calendar month. The Contract Administrator reserves the exclusive right to determine the amount of work performed and payment due the Contractor on a monthly basis. Monthly billings shall be accompanied by such documentation as the Contract Administrator may require for his/her determination of work performed and payment due.

All Expenses incurred by the Vendor under this Agreement are to be covered under the total contract compensation amount.

5. TERM OF AGREEMENT

This Agreement shall be in full force and effect when approved and signed by Town. The Vendor shall proceed with providing the Services immediately upon receipt of a notice to proceed issued by the Contract Administrator. The term of this Agreement shall be from the **Effective Date through November 30, 2018**.

6. WARRANTIES

Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by Town against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Vendor at no obligation to Town except where it is shown that the defect was caused solely by misuse by Town. Any defects of design, workmanship, or materials that would result in non-compliance with the contract specifications shall be fully corrected by the Vendor (including parts, labor, shipping or freight) without cost to Town. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Vendor shall be fully responsible for making any correction, replacement, or modifications necessary for specification or legal compliance.

Vendor expressly warrants that all goods and Services furnished under this Agreement shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship.

The Vendor warrants that the materials supplied under this Agreement are free of liens. Unless otherwise modified elsewhere in this Agreement, the Vendor warrants that for one year after acceptance by Town of materials and Services, they shall be: (i) of a quality to pass without objection in the trade under the agreement description; (ii) fit for the intended purposes for which the materials and Services are used; (iii) within variations permitted by the Agreement and are of even kind, quality, and quality within each unit and among all units; (iv) adequately contained, packaged and marked as the Agreement may require; and (v) conforming to the written promises or affirmations of fact made by the Vendor. The Vendor warrants that any materials and Services supplied shall be fit for all purposes and uses required by the Agreement. The warranties set forth herein are not affected by inspection, testing of or payment for the materials or Services by Town. The materials and Services supplied under this Agreement shall comply with all applicable federal, state and local laws, and the Vendor shall maintain all applicable licenses and permits. Vendor warrants that all materials (including software and hardware) and Services delivered under this Agreement will conform to the requirements of this Agreement (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Town shall not alter or affect the obligation of Vendor or the rights of Town under the foregoing warranties. All representations and warranties made by the Vendor under this Agreement shall survive the expiration or termination hereof. The Vendor shall, in accordance with all terms and condition of the Agreement, fully perform and shall be obligated to comply with all purchase orders received by the Vendor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Administrator, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Agreement.

Vendor's warranty shall run to Town, its successors and assigns.

7. TERMINATION OF AGREEMENT, OR PORTIONS OF SERVICES

Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor.

Termination for Convenience. Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment. This fee shall be in an amount to be mutually agreed-upon by the Vendor and the Town, based upon the Scope of Services set forth in Exhibit "A" and the payment schedule set forth in Section 4 of this Agreement. If mutual agreement between the parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Services and the amount of compensation Vendor is entitled for such work, and the Contract Administrator's determination in this regard shall be final. Upon receipt of the written notice, the Vendor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Town. In the event of termination under this paragraph, all documents, data and reports prepared by the Vendor under the Agreement shall become the property of and be delivered to Town. Town shall make such final payment within 60 days after the Vendor has delivered the last of the partially completed items.

If for any reason the Vendor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Vendor violates any of the covenants, agreements, or stipulations of this Agreement, Town may withhold from payment due to the Vendor such amounts as are necessary to protect Town's position for the purpose of set-off until such time as the exact amount of damages due to Town from Vendor is determined by a court of competent jurisdiction.

Termination for Cause/Remedies: Town reserves the right to terminate the agreement or any part thereof for cause, upon such written notice as shall be reasonable in the circumstances. Cause as used herein shall include but not limited to:

- (A) The Vendor fails to adequately perform the Services set forth in the Agreement;
- (B) The Vendor fails to make progress in the performance of the Agreement and/or gives Town reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.

The Vendor shall have ten (10) days from receipt of Town's written notice to provide a response to Town that is satisfactory to Town, in its sole discretion,

regarding the cause and the steps the Vendor has or will undertake to address all issues of concern. In the event the Vendor fails to address any issue of concern Town may, at its sole option, pursue one or more of the following remedies:

- (A) Cancel any agreement;
- (B) Reserve all rights or claims to damage for breach of any covenants of the Agreement;
- (C) Complete the Services using its own or contracted personnel. Town may recover any actual excess costs from the Vendor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;

Any combination of the above or any other remedies as provided by law.

8. INDEPENDENT CONTRACTOR

It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

9. AMENDMENT AND ENTIRETY OF CONTRACT

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereto and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

10. RECORDS AND OWNERSHIP OF WORK PRODUCT

The Vendor agrees:

- (A) To submit all reports and invoices specified in this Agreement in a timely

manner.

- (B) To preserve and make available all records for a period of five (5) years from the date of final payment under this Agreement and for such period of time as is required by any other paragraph of this Agreement including the following:
- i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for such a period of five (5) years from the date of any such termination.
 - ii. Records which relate to disputes, litigations or the settlement of claims arising out of the performance of this Agreement or to costs and expenses of this Agreement to which exception has been taken by Town shall be retained by the Vendor until such appeals, litigations, claims or exceptions have been finally resolved.
 - iii. If any litigation, claim or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

All documents and other work product generated on behalf of Town in connection with this Agreement (except for Vendor's notes for internal use) are the property of Town. Vendor agrees that all work product constitutes works "made for hire." In the event any such materials are not works "made for hire," Vendor hereby assigns to Town all rights in such materials and copyrights therein.

11. CONFLICT OF INTEREST

During the term of this Agreement, Vendor shall not knowingly accept or receive any compensation, fees, expenses, or other thing of monetary value from any person, agency, firm or enterprise with interests in conflict with those of Town. In the event of an unanticipated conflict of interest arises, Vendor shall immediately so inform Town.

12. APPROVAL BY TOWN

Before this Agreement shall become effective and binding upon Town, it must be approved by Town's Manager and/or Town Council. In the event that the Town Manager and/or Town Council fails or refuses to approve this Agreement, or approve funding for the Agreement, it shall be null and void and of no effect whatsoever.

13. NON-ASSIGNMENT

Neither this Agreement, nor any obligation of the Vendor hereunder, shall be assigned in whole or in part by Vendor without the prior written consent of Town and such attempted assignment shall be null and void and a material breach of this Agreement

and shall transfer no rights to the purported assignee.

The Vendor may engage such subcontractors or professional associates as Vendor may deem necessary or desirable for the timely and successful completion of this Agreement. However, the use of such subcontractors or professional associates for the performance of any part of the services specified in Exhibit "A" shall be subject to the prior written approval of Town. Employment of such subcontractors or professional associates in order to complete the Services set forth in Exhibit "A" shall not entitle Vendor to additional compensation beyond that set forth in Section 4. The Vendor shall be responsible for and shall warrant all Services including work delegated to such subcontractors or professional associates.

14. CANCELLATION OF AGREEMENT

Pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference, all parties are hereby put on notice that this Agreement is subject to cancellation by Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of Town is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

15. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION

In the performance of services hereunder, Vendor shall comply with all applicable state, federal and local laws or regulations. Without limiting the foregoing, Vendor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1975 and Federal Executive Order No. 11246, State Executive Order No. 99-4 and A.R.S. § 41-1461 et. seq., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have access to employment opportunities. The Vendor shall comply with Section 503 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in contract services on the basis of race, color, or national origin. The Vendor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in delivering contract services.

16. COMPLIANCE WITH IMMIGRATION LAWS

Pursuant to the provisions of A.R.S. § 41-4401, Vendor warrants to Town that Vendor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Vendor acknowledges that a breach of this warranty by

Vendor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. Town retains the legal right to inspect the papers of any employee of Vendor or any subcontractor who works on this Agreement to ensure compliance with this warranty.

Town may conduct random verification of the employment records of Vendor and any of its subcontractors to ensure compliance with this warranty.

Town will not consider Vendor or any of its subcontractors in material breach of the foregoing warranty if Vendor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Section must be included in any contract Vendor enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. "Services" for purposes of this Article are defined as furnishing labor, time or effort in the State of Arizona by a Vendor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

17. OWNERSHIP OF DOCUMENTS

All documents including but not limited to data computation, studies, reports, design notes and any original drawings which are prepared in the performance of this Agreement are to be and remain the property of Town and are to be delivered to the Contract Administrator before final payment under this Agreement is made to the Vendor or upon termination, abandonment, or suspension of this Agreement for any reason.

18. INDEMNIFICATION

The Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Vendor or its subcontractors or claims under similar

laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Article and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

19. INDEMNIFICATION-PATENT, COPYRIGHT AND TRADEMARK

Vendor shall identify and hold harmless Town against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of Agreement performance or use by Town of materials furnished or Services performed under this Agreement. The Vendor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against Town and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Agreement and the Vendor further agrees to indemnify Town against any and all expenses, losses, royalties, profits and damages including courts' costs and attorney's fees resulting from the bringing of such suit or proceeding including any settlement or decree of judgment entered therein. It is expressly agreed by the Vendor that these covenants are irrevocable and perpetual.

20. CHANGES

Any changes to this Agreement shall be made in writing and signed by both parties.

21. NO AUTHORITY TO BIND TOWN

The Vendor has no authority to enter into contracts or agreements on behalf of Town, or in the name of Town, and nothing in this Agreement is to be construed to provide such authority.

22. DECLARATION BY VENDOR

Vendor declares that the Vendor has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the Services to be performed under this Agreement.

23. NOTICE

Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth above.

24. WAIVER AND SEVERABILITY

None of the provisions of this Agreement shall be deemed to have been waived by an act or knowledge of any party or its agents or employees, but only by a specific written waiver signed by an authorized officer of such party and delivered to the other party. A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

25. INSURANCE

The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:

Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.

Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.

The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.

Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement

upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.

The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, agents, and employees for losses arising from Services performed by the Vendor for Town.

The Vendor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least 5 days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile. The parties intend that faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

27. INCORPORATION OF RECITALS

The Recitals are acknowledged by the parties to be substantially true and correct, and hereby incorporated as agreements of the parties.

28. ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

29. CONSTRUCTION

The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

30. DISPUTES, GOVERNING LAW

Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term or provision's true intent and meaning.

This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Pinal (or, as may be appropriate, in the Justice Courts of Pinal County, Arizona or in the United States District Court for the District of Arizona, if but only if, the Superior Court lacks or declines jurisdiction over such action). The parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this paragraph.

31. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

32. LICENSES

Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

33. PERMITS AND RESPONSIBILITIES

Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

34. LIENS

Vendor shall hold Town harmless from claimants supplying labor or materials to the Vendor or subcontractors in the performance of the Services under this Agreement. Vendor shall deliver appropriate written releases, in statutory form, of all liens to Town.

35. NON-EXCLUSIVE REMEDIES

The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

36. TAXES

Vendor shall be solely responsible for any and all tax obligations which may result out of the Vendor's performance of this Agreement. Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Vendor.

37. INCORPORATION BY REFERENCE

All Exhibits to this Agreement are fully incorporated herein as though set forth at length herein.

38. SURVIVAL

All warranties, representations and indemnification by Vendor shall survive the completion or termination of this Agreement.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this ____ day of June, 2018.

TOWN OF FLORENCE:

VENDOR:

By: _____

By: _____

ATTEST:

Lisa Garcia, Town Clerk

REVIEWED AS TO FORM:

Clifford L. Mattice, Town Attorney

Town of Florence

Professional Services Agreement for Strategic Planning Process with Greater Florence Chamber of Commerce

With

Karalea Cox

karaleacox@commonsensefacilitation.us

PO Box 1966, Eagar, AZ 85925

928.245.1998

Products and Services Required

Common Sense Consulting and Facilitation (CSCF) will coordinate with the Town of Florence to provide the Greater Florence Chamber of Commerce with assistance in developing a three year strategic plan including facilitation of the process, design and drafting of plan. This will include assistance with the following:

Scope of Work – Option A

1. Conference calls with Town and Chamber representatives to discuss project schedule and activities.
2. Hold work session with Chamber Board to discuss board governance (roles/responsibilities of board and staff)
3. Use current survey material and data. Develop stakeholder survey based on missing information.
4. Conduct stakeholder survey via mail or digital technology
5. Conduct one on one interviews with stakeholders
6. Conduct Desk Review of current by-laws, contracts, board minutes, etc. Make recommendations for by-laws update, best practices, etc.
7. Finalize Desk Review
8. Conference call with Town and Chamber representatives to evaluate progress
9. Commence work with Town and Chamber representatives on comprehensive Strategic Plan Project Book. Work to organize community input, survey results. Includes information on next steps, etc.

10. Facilitate a work session with Town and Chamber Board to develop the essential elements of the Strategic Plan. Identify focus areas, goals, metrics and timelines.
11. Assimilate data for Strategic Plan
12. Conference call with Town and Chamber representatives to evaluate progress
13. Meet with Town and Board representatives to design and draft final plan.
14. Submit final plan to Board for review.

Project Deliverables
Agreed upon project schedule and planning activities
Meeting with Chamber Board on Board Governance, Roles, Responsibilities, Purpose of Strategic Plan
Draft of Stakeholder questionnaires & survey
Stakeholder Interviews
Distribute, Collect and Analyze survey Data
Desk Review with recommendations
Strategic Plan Project Book
All day facilitated planning session with Chamber
Monthly Progress Reports
Conference calls with Town and Board
Draft of Plan
Final Plan

Proposed Fees/Compensation – Option A: \$12,000

Scope of Work – Option B

1. Conference calls with Town and Chamber representatives to discuss project schedule and activities.
2. Distribute, collect and analyze Collaboration Inventory to Board members, Town Council and staff.
3. Hold work session with Chamber Board to discuss board governance (roles/responsibilities of board and staff)
4. Conduct Desk Review of current by-laws, contracts, board minutes, etc. Make recommendations for by-laws update, best practices, etc
5. Final Report (with desk review) to the Florence Town Council and Florence Chamber of Commerce

Project Deliverables
Agreed upon project schedule and planning activities
Meeting with Chamber Board on Board Governance, Roles, Responsibilities, Purpose of Strategic Plan
Collaboration Inventory
Desk Review with recommendations
Final Report

Proposed Fees/Compensation - Option B: \$3,500

Authorized Representative


Karalea Cox is the only authorized representative for CSCF and therefore will be the only binding representative in this Offer and Scope of Work. Contact information for Karalea is: Karalea.cox@commonsensefacilitation.us, 928.245.1998, PO Box 1966, Eagar, AZ 85925.

Firm Overview

Common Sense Consulting and Facilitation (CSCF) is a fully licensed and insured LLC. It is founded on the ten+ years of experience that owner-operator Karalea Cox has as a facilitator and consultant. CSCF is located in Eagar, AZ.

Karalea started by facilitating town-hall style meetings to assist the educational community in improving access to higher education and training. She has trained with and facilitated for The Pacific Institute, which assists companies with organizational culture and the PX2 curriculum which is designed to help youth realize their full-potential. Karalea has also used her skills as a facilitator and consultant to help rural communities in Arizona and North Dakota develop strategic economic development and community plans as a consultant and facilitator for Building Communities, Inc. Karalea has facilitated local community, asset-based planning activities and written economic development plans for 18 rural communities and counties. Common Sense Consulting and Facilitation is designed to help rural communities and non-profits increase their capacity and plan for their futures.

Karalea has a BA in Education/English from Prescott College and 36 hours of graduate work in Higher Education Administration with Drexel University. Committed to volunteering, Karalea has served on several boards and councils including the Apache County Youth Council, the Apache County Drug-Free Alliance, the Navajo and Apache Counties Workforce Investment Board and the Northern Arizona Council of Governments (NACOG) Economic Development Council. She also serves on the Family Values Coalition, an interfaith council serving southern Apache County. She volunteers her time as a mentor, community advocate and directs the inter-faith community choir in her hometown.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: June 18, 2018 DEPARTMENT: Administration STAFF PRESENTER: Benjamin Bitter, Assistant to the Town Manager SUBJECT: Discussion on expiration of contract for transfer station services		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <div style="margin-left: 20px;"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading </div> <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

This item is for information only.

BACKGROUND/DISCUSSION:

When the Town of Florence stopped providing municipal solid waste service in 2013, the Town also entered into a contract with Central Arizona Solid Waste (CASW) to provide transfer station services for its residents. The original contract term was for one year, with four options for one-year renewals. The Town used its final available option to renew the contract on July 1, 2017. As such, the contract is set to expire on June 30, 2018.

This presentation is meant to provide the Council and the public with information on alternatives that are available to use upon the expiration of the contract on June 30, 2018.

A VOTE OF NO WOULD MEAN:

This item is for information only. No vote is requested.

A VOTE OF YES WOULD MEAN:

This item is for information only. No vote is requested.

FINANCIAL IMPACT:

The Town spends approximately \$50,000 per year on transfer station services. The expiration of the contract will yield approximately \$40,000 in savings to the Sanitation Fund (as the Town will continue to spend money for to dump trash for its own operations).

ATTACHMENTS:

Flyer that will go out in June Utility Bills (and posted throughout the town).



TRANSFER STATION CONTRACT ENDS JUNE 30TH

- TOWN WILL NO LONGER SUBSIDIZE THE COST OF USING THE CENTRAL ARIZONA SOLID WASTE TRANSFER STATION AT 5452 EAST HUNT HIGHWAY
- RESIDENTS WILL NOT HAVE ACCESS TO FREE DUMPING

Other Options Available for Residents!

Once a month, at no additional charge, residents can set out materials (at their curb) that don't otherwise fit in their trash containers by using the Curbside Bulk Trash program.

The Town also provides an optional Rent-A-Truck program, where a dump truck is dropped off at a house on a Friday and picked up the following Monday. The Town then disposes of the trash and pays the disposal fee. The Rent-A-Truck service costs \$95.


Residents with active garbage accounts can use **CURBSIDE** bulk pick-up, *at no additional charge.*

Pick-up occurs the 1st Wednesday of each month (or the 2nd Wednesday for Anthem).

To schedule, please call (520) 868-7677 at least 24 hours in advance of the pick-up date.

TOWN OF FLORENCE

775 N. Main St.
Florence, AZ 85132
(520) 868-7677
www.FlorenceAZ.gov

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10a.
MEETING DATE: June 18, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Ordinance No. 660-18: Primary Property Tax Levy for Fiscal Year 2018-2019		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

First reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

The Town of Florence levies a primary property tax annually. The rate for last year was \$1.1345 per \$100 of Net Assessed Valuation (NAV). The proposed property tax rate is \$1.1060 per \$100/NAV. Within certain restrictions, the Town Council may choose the rate for Fiscal Year 2018-2019.

As calculated by the Arizona Department of Revenue, the Truth-in-Taxation (TNT) rate is \$1.0843 per \$100/NAV, which is the maximum rate the Town can levy without having to hold a TNT hearing.

At the proposed rate of \$1.1060, the proposed property tax levy for the 2018-2019 Fiscal Year is \$1,104,481.

A VOTE OF NO WOULD MEAN:

Pursuant to A.R.S. §42-17151, the Town Council must adopt a property tax rate and levy for Fiscal Year 2018- 2019.

A VOTE OF YES WOULD MEAN:

Staff would advertise for a TNT public hearing and bring back Ordinance No. 660-18 for a second reading.

FINANCIAL IMPACT:

Primary taxes are calculated using Limited Property Value (LPV). A home with a \$100,000 LPV using the proposed rate of \$1.1060 per \$100/NAV would be \$110.60.

The levy would add to the General Fund revenue base and is essential to funding all of the departments within the General Fund that are necessary to maintain Town services.

ATTACHMENTS:

Ordinance No. 660-18
Truth-in-Taxation Levy Limit Worksheet (Arizona Department of Revenue)
Truth-in-Taxation advertisement

ORDINANCE NO. 660-18

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE TOWN OF FLORENCE SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR GENERAL MUNICIPAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to A.R.S. §42-17151, the ordinance levying a primary property tax rate for the Fiscal Year 2018-2019 is required to be adopted no later than the third Monday in August; and

WHEREAS, the County of Pinal, is now the assessing and collecting authority for the Town of Florence. The Town Clerk is hereby directed to transmit a certified copy of the ordinance to the Assessor and Board of Supervisors of Pinal County, Arizona.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Florence, Arizona, as follows:

Section 1: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Town of Florence, except such property as may by law be exempt from taxation, a primary property tax rate sufficient to raise the sum of \$1,104,481 for the purpose of providing a General Fund of the Town of Florence, for the Fiscal Year ending on the 30th day of June 2019, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 2: No failure by the officials of Pinal County, Arizona, to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of the judgment of sale by which the collection of the same may be enforced or in any manner affect the lien of the Town upon such property for the delinquent unpaid taxes; thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien, therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

Section 3: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 4: The immediate operation of the ordinance is necessary for the preservation of the public peace, health, and safety of the Town of Florence, and an emergency is hereby declared to exist; and this ordinance shall be in full force and effect from its passage and approval by the Mayor and Council of the Town of Florence, Arizona, and publication as required by the laws of the State of Arizona, and is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, the 30th day of July 2018.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

2018 LEVY LIMIT WORKSHEET

PINAL COUNTY - TOWN OF FLORENCE
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MAXIMUM LEVY	2017
A.1. Maximum Allowable Primary Tax Levy	\$1,017,439
A.2. A.1 multiplied by 1.02	\$1,037,788

CURRENT YEAR NET ASSESSED VALUE SUBJECT TO TAXATION IN PRIOR YEAR	2018
B.1. Centrally Assessed	\$8,665,586
B.2. Locally Assessed Real Property	\$82,529,308
B.3. Locally Assessed Personal Property	\$2,639,678
B.4. Total Assessed Value (B.1 through B.3)	\$93,834,572
B.5. B.4. divided by 100	\$938,346

CURRENT YEAR NET ASSESSED VALUES	2018
C.1. Centrally Assessed	\$12,473,323
C.2. Locally Assessed Real Property	\$84,749,619
C.3. Locally Assessed Personal Property	\$2,639,678
C.4. Total Assessed Value (C.1 through C.3)	\$99,862,620
C.5. C.4. divided by 100	\$998,626

LEVY LIMIT CALCULATION	2018
D.1. LINE A.2	\$1,037,788
D.2. LINE B.5	\$938,346
D.3. D.1/D.2 (MAXIMUM ALLOWABLE TAX RATE)	1.1060
D.4. LINE C.5	\$998,626
D.5. D.3 multiplied by D.4 = MAXIMUM ALLOWABLE LEVY LIMIT	\$1,104,481
D.6. Excess Collections/Excess Levy	
D.7. Amount in Excess of Expenditure Limit	
D.8. ALLOWABLE LEVY LIMIT (D.5 - D.6 - D.7)	\$1,104,481

2018 New Construction	\$6,028,048
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<i>Prior year actual levy (from line F.1 of the 2017 worksheet)</i>	\$1,017,439
<i>Divided by current values excluding new construction per line B.5</i>	\$938,346
Truth in Taxation Rate	1.0843

If the proposed tax rate is greater than the Truth in Taxation Rate noted above, a truth in taxation hearing must be held. If the proposed levy, excluding new construction, is equal to 15% or more, the motion to levy the increase must be approved by a unanimous roll call vote. (see A.R.S. § 42-17107)

EXHIBIT H


TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, THE CITY/TOWN OF FLORENCE IS NOTIFYING ITS PROPERTY TAXPAYERS OF FLORENCE'S (NAME OF CITY OR TOWN) INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. FLORENCE (NAME OF CITY OR TOWN) IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$ 87,042 OR 8.56 %.

THE PROPOSED TAX INCREASE WILL CAUSE FLORENCE'S (NAME OF CITY OR TOWN) PRIMARY PROPERTY TAXES ON AN \$100,000 HOME TO INCREASE FROM \$ 113.45 (TOTAL TAXES THAT WOULD BE OWED WITHOUT THE PROPOSED TAX INCREASE) TO \$ 110.60 (TOTAL PROPOSED TAXES INCLUDING THE TAX INCREASE).

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD 7-16-18 (DATE AND TIME) AT 775 N. MAIN ST. FLORENCE (LOCATION).

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10b.
MEETING DATE: June 18, 2018 DEPARTMENT: Finance STAFF PRESENTER: Joe Jarvis, Finance Director SUBJECT: Ordinance No. 661-18: Secondary Property Tax Levy for the three Street Light Improvement Districts for Fiscal Year 2018-2019		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input checked="" type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

First reading of Ordinance No. 661-18: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2 & 3) SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR STREET LIGHT OPERATIONAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY.

BACKGROUND/DISCUSSION:

The Town levies an ad valorem, or secondary property tax, for the Merrill Ranch Streetlight Improvement Districts No. 1, No. 2, and No. 3. This year, due to adequate fund balance, it is recommended that a levy of \$0 be adopted.

This ordinance will only be read once because it is for a special district.

A VOTE OF NO WOULD MEAN:

Pursuant to A.R.S. §42-17151, the Town Council must adopt a property tax rate and levy for Fiscal Year 2018- 2019.

A VOTE OF YES WOULD MEAN:

The levy will remain at \$0.

FINANCIAL IMPACT:

The Town of Florence will continue to use the existing fund balance to pay for the cost of providing electricity to the street lights.

ATTACHMENTS:

Ordinance No. 661-18

ORDINANCE NO. 661-18

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, LEVYING THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE STREET LIGHT IMPROVEMENT DISTRICTS (1, 2 & 3) SUBJECT TO TAXATION OF CERTAIN SUM UPON EACH \$100 OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM FUNDS FOR STREET LIGHT OPERATIONAL EXPENSES FOR THE FISCAL YEAR ENDING THE 30th DAY OF JUNE 2019, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to A.R.S. §42-17151, the ordinance levying a primary property tax rate for the Fiscal Year 2018-2019 is required to be adopted no later than the third Monday in August; and

WHEREAS, the County of Pinal, is now the assessing and collecting authority for the Town of Florence. The Town Clerk is hereby directed to transmit a certified copy of the ordinance to the Assessor and Board of Supervisors of Pinal County, Arizona.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Florence, Arizona, as follows:

Section 1: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No.1, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100 of Net Assessed Valuation (NAV) for the purpose of providing operations and maintenance for the Anthem at Merrill Ranch Street Light Improvement District No. 1 for the Fiscal Year ending on the 30th day of June, 2019, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 2: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 2, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100/NAV for the purpose of providing operations and maintenance for the Street Light Improvement District No. 2 for the Fiscal Year ending on the 30th day of June, 2019, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 3: There is hereby levied on each \$100 of the assessed value of all property, both real and personal, within the corporate limits of the Anthem at Merrill Ranch Street Lighting District No. 3, Town of Florence, except such property as may by law be exempt from taxation, a secondary property tax rate of \$0 per \$100/NAV for the purpose of providing operations and maintenance for the Street Light Improvement District No. 3 for the Fiscal Year ending on the 30th day of June,

2019, but if the said sum exceeds the maximum levy allowed by law, the Board of Supervisors of Pinal County, is hereby authorized to reduce the said sum to the maximum which is allowed by law.

Section 4: No failure by the officials of Pinal County, Arizona, to properly return the delinquent list and no irregularity in the assessment or commission in the same, or irregularity of any kind in any proceeding will invalidate such proceeding or invalidate any title conveyed by tax deed; nor will any failure or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within the time specified work an invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment of a levy of taxes or of the judgment of sale by which the collection of the same may be enforced or in any manner affect the lien of the Town upon such property for the delinquent unpaid taxes; thereon, and no overcharge as to part of the taxes or of costs will invalidate any of the proceeding upon the lien, therefore, or a sale of the property under such foreclosure; and all acts of officers de facto will be valid as if performed by officer de jure.

Section 5: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6: The immediate operation of the ordinance is necessary for the preservation of the public peace, health, and safety of the Town of Florence, and an emergency is hereby declared to exist; and this ordinance shall be in full force and effect from its passage and approval by the Mayor and Council of the Town of Florence, Arizona, and publication as required by the laws of the State of Arizona, and is hereby exempt from the referendum provisions of the constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, the 18th day of June 2018.


Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10c.
MEETING DATE: June 18, 2018 DEPARTMENT: Administration STAFF PRESENTER: Brent Billingsley, Town Manager SUBJECT: Right-of-Way Abandonment		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, VACATING, ABANDONING AND TRANSFERRING TITLE TO THE RIGHT-OF-WAY FOR A PORTION OF NORTH CENTER STREET ADJACENT TO THE ABUTTING PROPERTY OWNERS LOCATED AT 76 NORTH CENTER STREET ("LYON"), AND APPROVING AND ACCEPTING THE COMPENSATION PAID BY THE ABUTTING PROPERTY OWNERS AND OTHER CONSIDERATION FOR THE RIGHT-OF-WAY.

BACKGROUND/DISCUSSION:

On January 26, 2018, a Letter of Agreement was entered into by the Town, and Robert Lyon, concerning a property located at 76 North Center Street, in Florence.

It was determined, by the Town, that improvements on the subject property, including the existing residence, are located on, or very near the Town owned right-of-way. The Town agreed that this is an issue that needed to be resolved and was willing to work with Mr. and Mrs. Lyon on a solution.

In Arizona, the "Gift Clause" (Ariz. Const. art. 9, § 7.) prohibits the Town from gifting the property in question. Therefore, the Town has worked out an abandonment/purchase option to mitigate the encroachment.

A VOTE OF NO WOULD MEAN:

The Town would not vacate, abandon and grant right, title and interest in a certain portion of right-of-way along 76 North Center Street in Florence.

A VOTE OF YES WOULD MEAN:

The Town of Florence, through its Town Council and Town Manager, would vacate, abandon and grant right, title and interest in a certain portion of right-of-way along 76 North Center Street in Florence.

FINANCIAL IMPACT:

This agreement will result in the Town receiving consideration of \$1,396.

ATTACHMENTS:

- Resolution No. 1668-18
- Robert Lyon Agreement
- Staff Report "Infill Incentive District"
- Exhibit A
- Exhibit B
- Exhibit C

When Recorded Return to:

Town Clerk, Town of Florence
PO Box 2670
775 North Main Street
Florence, AZ 85132

RESOLUTION NO. 1668-18

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, VACATING, ABANDONING AND TRANSFERING TITLE TO THE RIGHT-OF-WAY FOR A PORTION OF NORTH CENTER STREET ADJACENT TO THE ABUTTING PROPERTY OWNERS LOCATED AT 76 NORTH CENTER STREET ("LYON"), AND APPROVING AND ACCEPTING THE COMPENSATION PAID BY THE ABUTTING PROPERTY OWNERS AND OTHER CONSIDERATION FOR THE RIGHT-OF-WAY.

WHEREAS, the Town of Florence ("Town"), through its Town Council and Town Manager, desires to vacate, abandon and grant right, title and interest in a certain portion of right-of-way along 76 North Center Street in Florence, AZ described in **Exhibit "A"** (map of the "abandoned roadway") and **Exhibit "B"** (legal description of the abandoned roadway) (collectively the "Property") which exhibits are attached and incorporated herein; and

WHEREAS, the abutting property owners ("Lyon") own a residence and other improvements which are located on, or very near to the Town-owned portion of the abandoned roadway and it is in the Town's interest to ensure that those improvements may be maintained and improved in a timely and safe manner; and

WHEREAS, A.R.S. § 28-7205 grants the Town authority to vacate a portion of roadway, or the Property; and

WHEREAS, the Town Council hereby determines that the portion of public right-of-way described in **Exhibit "A"** and **Exhibit "B"** (the Property) is not necessary for public use as a roadway and therefore desires to dispose of this portion of its right-of-way by vacating the Property to Lyon, the abutting property owners, to be used as private property; and

WHEREAS, the Town Council intends to vacate the Property to Lyon upon receiving consideration of \$1,396.00 (the "Compensation") from Lyon contemporaneously with the adoption and recording of this Resolution in the office of the Pinal County Recorder; and

WHEREAS, the Town Council intends to vacate the Property pursuant to the conditions contained in the Letter Agreement between the Town Manager and Lyon attached and incorporated herein as **Exhibit “C”**; and

WHEREAS, such Compensation is deemed commensurate with the value of the Property based upon its degree of fragmentation and marketability and the public benefit received by the Town Council in return for the Property; and

WHEREAS, the Town Council has provided the notice of pending disposition of the Property, obtained a bench appraisal and taken other similar actions in connection with vacating the Property it deems necessary or advisable; and

WHEREAS, the Town Council having found the request to be in proper form; proper notice having been given for the public meeting; no land adjoining said portion of right-of-way being left without access to public highway; and the Town Council having considered the feasibility, advantages and necessity of said action and finding the public’s best interest to be served by granting the abandonment; and

WHEREAS, consideration for the abandonment includes the herein described Compensation; cessation of Town maintenance responsibility for the right-of-way; and relief from potential liability for property damages, injury or death, which may occur in the portion of the abandoned roadway.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

Section 1. Intent: To vacate, abandon and transfer title for that portion of roadway along 76 North Center Street, Florence, AZ described in **Exhibit “A”** and **Exhibit “B”** to the abutting property owners for private use.

Section 2. Right-of-way Transfer: The right-of-way in this transfer consists of that portion of real property as shown in the legal description and/or visual depiction of right-of-way contained in **Exhibit “A”** and **Exhibit “B”** attached hereto and incorporated herein.

Section 3. Approve and ratify the Letter Agreement between the Town Manager and Lyon attached hereto and incorporated herein as **Exhibit “C”**.

Section 4. Rights-of-way or easements for the following continue as they existed before the disposal or abandonment of the Property: a) existing sewer, gas, water or similar pipelines and appurtenances; b) canals, laterals or ditches and appurtenances; and c) electric, telephone and similar lines and appurtenances.

Section 5. All actions of the officials and agents of the Town which conform to the purposes and intent of this Resolution and which further the Town’s rights with respect to the abandonment and Compensation as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 6. That pursuant to A.R.S. § 28-7205, on the making of this Resolution, title to the portion of abandoned roadway vests, subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues, the vacated portion vests in the owners of the land abutting the vacated portion and on vacation of the right-of-way no portion of the abandoned roadway accrues to an abutting roadway.

Section 7. The Mayor, the Town Manager, the Attorneys for the Town and other officials and agents of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Common Council of the Town, to do all such acts and things, and to execute, file and deliver all such notices, certificates, filings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town, to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated by, and as may be necessary to carry out the terms and intent of, this Resolution.

Section 8. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 9. This Resolution shall take effect when it is recorded in the office of the Pinal County Recorder.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 18th day of June 2018.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

Town of Florence
P.O. Box 2670
775 North Main Street
Florence, Arizona 85132

Phone (520) 868-7500
Fax (520) 868-7501
TDD (520) 868-7502

www.florenceaz.gov

January 26, 2018
Robert Lyon
76 North Center Street
Florence, Arizona 85132

TOWN SERVICES

Re: Letter of Agreement

Building Safety
868-7573

Community Development
868-7575

Finance
868-7624

Fire
868-7609

Grants
868-7513

Human Resources
868-7545

Library
868-8311

Municipal Court
868-7514

Parks & Recreation
868-7589

Police
868-7681

Public Works
868-7620

Senior Center
868-7622

Town Attorney
868-7557

Utility Billing
868-7680

Water/Wastewater
868-7677

Dear Mr. Lyon:

This concerns your residence located at 76 North Center Street, Florence, Arizona. It has come to my attention that improvements on your property (including your residence) are located on, or very near the Town owned right-of-way. Upon review, it appears that this situation exists elsewhere in Florence, primarily in the older parts of Town.

The Town has agreed that this is an issue that needs to be resolved and is willing to work with you on a solution. In Arizona, the "Gift Clause" (Ariz. Const. art. 9, § 7.) prohibits the Town from gifting you the property in question. Therefore, we have worked out a purchase option to mitigate the encroachment.

Per our verbal discussions, we have mutually agreed that:

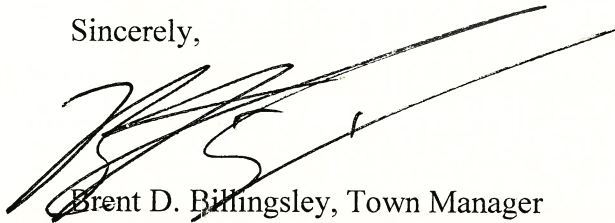
1. The Town will contract with a Licensed Land Surveyor to establish your existing property corners and to create a Record of Survey that establishes the area of purchase. (Attached)
2. The Town will perform a "Bench Appraisal" based on vacant lot sales in proximity to your property. (Attached)
3. The Town will prepare the appropriate documentation to abandon and transfer title of the right-of-way in question, to you.
4. You will provide payment to the Town, via Cashier's Check, for the appraised value of the property within 48 hours following the Town's request of payment.

It is understood that the process described above will take time to complete. It is also understood that you have permitted improvements that you desire to complete. It is in the Town's interest to

not only resolve this problem but to ensure that the permitted improvements are completed in a timely and safe manor.

Therefore, upon the execution of this Letter Agreement, you will be able to proceed with all permitted work. Satisfaction of the articles contained herein is critical for both parties. It is understood that payment is readily available, eminent, and guaranteed.

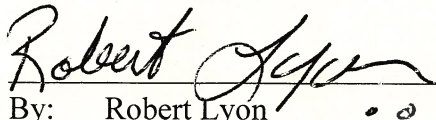
Sincerely,



Brent D. Billingsley, Town Manager

ACCEPTED AND AGREED

Robert Lyon



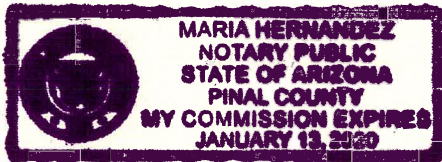
By: Robert Lyon


Its: OWNER 

State of Arizona

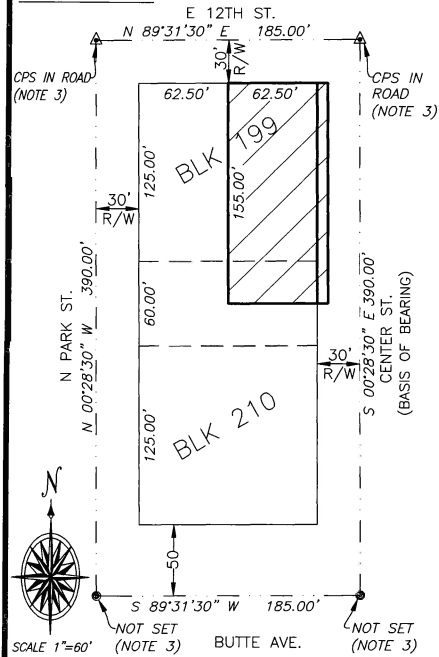
County of Pinal

On this 26th day of January 2018, before me appeared Robert Lyon, whose identity was proven to me on the basis of satisfactory evidence to be the person he claims to be and acknowledged that he has signed the document.



 Maria Hernandez, Notary Public

VICINITY MAP



LEGEND

- ▲ = SET 5/8" REBAR W/ ALUMINUM CAP RLS #37512 (UNLESS OTHERWISE NOTED)
- ⊙ = FOUND MONUMENT AS NOTED
- = CALCULATED POINT (NOT SET)
- PP = POWER POLE
- WM = WATER METER
- GM = GAS METER
- TEL = TELEPHONE JUNCTION BOX
- = GUY WIRE
- X- = WIRE FENCE
- = BLOCK WALL
- = CONCRETE
- PAVED ROAD
- = HISTORIC OLEANDER LINE (LOCATED IN 1997)

REFERENCE DOCUMENTS

1. "TOWNSITE OF FLORENCE" BK.1 OF MAPS, PG.1, P.C.R.

SURVEY CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THAT SURVEY, AND THAT ALL MONUMENTS SHOWN WERE FOUND OR SET ACCURATELY AS INDICATED HEREON.

DATED: 01/18/2018

TAYLOR S. HANSEN, RLS

REGISTRATION NO. 37512

STATE OF ARIZONA } SS
COUNTY OF PINAL }

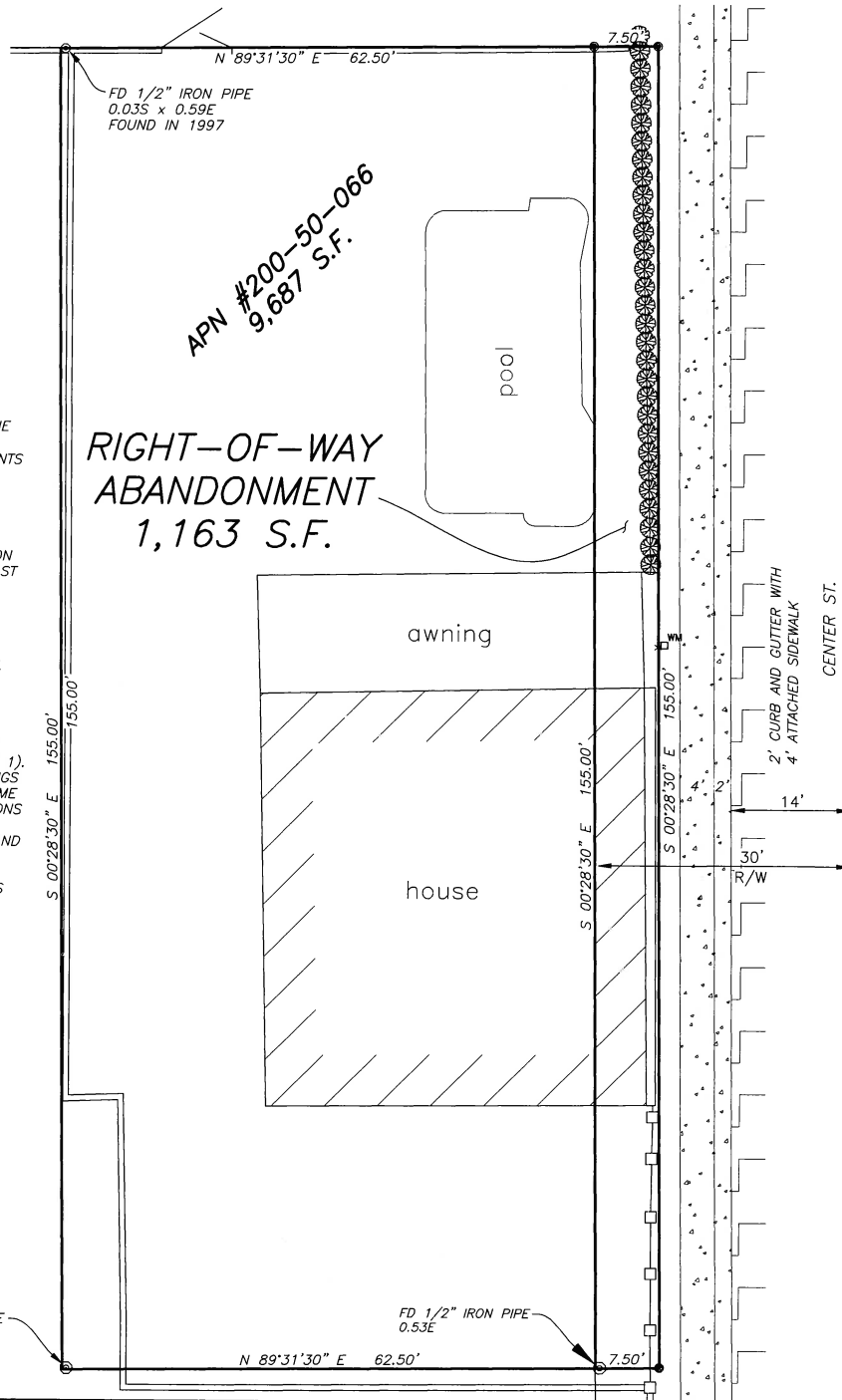
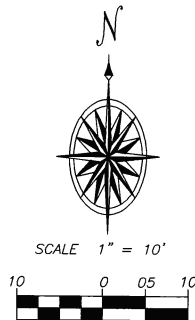
I hereby certify that the within instrument is filed in the official records of this County in Fee No: _____
Date: _____
Request of: _____
Witness my hand and official seal.
Virginia Ross Pinal County Recorder
By: _____ Deputy

OWNER OF RECORD

COOLIDGE-DURBAN
RETAIL INVESTORS, LLC
C/O HANSON MARK J.
1065 E. MOREHEAD STREET
CHARLOTTE, NC, 28204

NOTES

1. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE OTHER EASEMENTS/DOCUMENTS THAT MAY AFFECT THE BOUNDARY DETERMINATION.
2. (BASIS OF BEARING:) THE CENTERLINE OF CENTER ST. IN THE SOUTHWEST QUARTER OF SECTION 36 TOWNSHIP 4 SOUTH RANGE 9 EAST WHICH BEARS S00°28'30"E.
3. THIS SURVEY WAS PREPARED USING THE RIGHT-OF-WAY AND ROAD ALIGNMENT CALCULATED DURING THE 1998 STREET IMPROVEMENT PROJECT. CPS MONUMENTS WERE SET AT ALL INTERSECTIONS AFTER FINAL CONSTRUCTION
4. RECORD DISTANCES PER "FLORENCE TOWNSITE" (BOOK 1 OF MAPS, PAGE 1). THE ORIGINAL PLAT HAS NO BEARINGS OR DISTANCES. OVER THE YEARS SOME RIGHT-OF-WAY AND BLOCK DIMENSIONS HAVE BEEN SKETCHED ON THE ORIGINAL PLAT. THOSE DISTANCES AND SCALED DISTANCES SEEM TO MATCH FOUND MONUMENTS, STREET ALIGNMENTS, AND MOST FENCE LINES



TOWN OF FLORENCE BOUNDARY/RIGHT-OF-WAY

A PORTION OF BLOCK 199 IN THE SE/4, SW/4 SEC 36
T4S, R9E, G&SRM, PINAL COUNTY, ARIZONA

DRAWING NO. 180007

SHEET 1 OF 1



HANSEN
ENGINEERING & SURVEYING
115 S. MAIN ST.
COOLIDGE, AZ 85128
(520) 723-3261
WWW.HANSENSURVEY.COM

DATE: JAN 2018 DRAWN BY: NS
DESIGN: _____ REVIEW: TSH
SURVEY: NS/CRL REVISED BY: _____ REVISION No. _____



Tabletop Appraisal

Vacant residential land in Florence Arizona

22-Jan-18

Property Comparisons

Address	Size (Acres)	Size (Square Feet)	Price	Price (Square Foot)
40 N. Silver Street	0.18	7813	\$15,500	\$1.98
474 E. 12th Street	0.34	14510	\$30,000	\$2.07
311 S San Carlos Street	0.32	13939	\$20,000	\$1.44
170 East Ruggles	0.33	14374	\$18,000	\$1.25
533 N. Park Street	0.26	11325	\$14,000	\$1.24

Average \$1.60 SQ/FT

APN 200-50-066	0.027	1163	\$1,861
Non-developable reduction		25%	\$1,396



Planning and Zoning Commission Staff Report

March 15, 2018
Agenda Item (6A)

Project Name: Town Core Infill Incentive Plan Request
(PZ-18-17-INF)
Prepared By: Larry Harmer, Planning Manager
Reviewed By: Chris Salas, PE
Director of Development Services

REQUEST:

A request by the Town of Florence on behalf of Robert and Tamra Lyon (the Parcel Owner) to utilize the Town Core Infill Incentive Plan to approve the sale of Right-of-Way and limited deviations from development standards on property located at 76 North Center Street, AKA Pinal County Assessor Parcel Number 200-50-0660. Items to be addressed with this request are as follows:

- Sale of approximately 7.5 feet of Town owned North Center Street Right-of-Way frontage (1,163 square feet) abutting the street side property line, to be combined with the subject property as a single lot. This excess Right-of-Way is deemed unnecessary by the Town;
- Existing building encroaching in the required Street Side Yard Setback of 12 feet, along North Center Street shall be grandfathered, subject to meeting applicable building and fire codes;
- Existing $\pm 5'$ tall masonry wall encroaching into the required Front Yard Setback of 20 feet, along 12th Street shall be grandfathered, subject to meeting applicable building and fire codes; and
- Proposed 1,470 square foot accessory building to encroach into the required Front Yard Setback of 20 feet, along 12th Street shall be allowed, subject to meeting applicable building and fire codes.

RECOMMENDED MOTION:

Motion to forward to the Mayor and Town Council a favorable recommendation for this case, subject to any conditions recommended by the Planning and Zoning Commission.

OWNER:

Robert and Tamara Lyon
76 N. Center Street
Florence, Arizona 85132

BACKGROUND:

The Town has many tools to facilitate redevelopment and encourage new development within the core area of Town where smaller lots, older structures and various nonconforming situations can present challenges. These tools help to merge the need to preserve the past while understanding the necessity of moving forward and adapting to ongoing market changes. These tools include, but are not limited to, the: Downtown Commercial (DC) Zoning District; Downtown Redevelopment Plan; Town Core Infill Incentive Plan; and Adaptive Reuse Program.

When a situation recently arose on a downtown property with a potentially historic nonconforming home (though not in the Florence Townsite Historic District or Historic Register), staff recognized the need to use Town resources to facilitate useful improvements to the site, and to remedy existing private improvements within Town Right-of-Way and other existing and proposed site nonconformities. Likely built and added to over time, the lot was previously expanded to include an abandoned right-of-way at the south property line and a small detached garage was recently demolished to make room for a proposed accessory building which includes a two-car garage, storage, bathroom, pool cabana room, and covered patio.

ANALYSIS:

Property owners Robert and Tamra Lyon acquired this property in 2017. The subject site is approximately .22 acres in size and is located in the Historic Townsite area zoned with Multiple Zoning Districts, which include the Neighborhood Office (NO), Neighborhood Multi-Family (R-2), Single-Family Residential (R1-6), and Manufactured Home Subdivision (MHS) Zoning Districts. To date, this property has been used as a single family homesite and the R1-6 Zoning Designation and associated standards apply to the site. The original home on the parcel was built circa 1880 with a roof area of approximately 2,100 square feet in size. A small one-car garage was constructed on the north side of the lot circa 1950 and was recently removed by the new owners.

The issue at hand is that the new owners are improving the site with a swimming pool and required security fencing, and also wish to construct a detached two car-garage with storage and pool cabana facilities. Upon issuance of the building permit for a pool and subsequent construction, it became evident that portions of the existing home and the proposed pool fence improvements were located within the Town's Center Street Right-of-Way. An existing 5' block fence / pool enclosure is located at the 12th Street property line, within the required 20-foot Front Yard Setback where fences are restricted to a maximum 3-foot height. Additionally, the owners submitted separate application to

Town Core Infill Incentive Plan Request

PZ-18-17-INF

March 15, 2018

construct the garage/pool cabana in a similar location as the previous one-car garage. Due to the building code and fire separation requirement of 10 feet from the existing home, the accessory building, as designed, is proposed at a 5-foot setback from the 12th Street frontage property line. Current code requires a Front Yard Setback of 20 feet from the 12th Street property line.

In an effort to support investment and improvements in Historic Florence and to correct the circumstance of private improvements on Town property, staff recommends the Town sell the necessary Right-of-Way to mitigate the encroaching improvements and allow these deviations from the development code to permit existing and proposed improvements within the Front Yard Setback, similar to other properties in the vicinity.

The intent of the Infill Incentive District Plan is to encourage new investment, stabilize property values and to help a defined area retain or improve its character. Staff contends that the granting of this request would encourage investment within the Infill Incentive District as the new owners seek to improve the property. Furthermore, approval of this request, combined with the owner's investment helps to preserve a potentially historic home, reduce vacancy rates within the core of Florence and hopefully will stimulate new investment in the area.

PUBLIC PARTICIPATION:

Public hearings are not required for this case, but this case has been placed on the agendas of the Planning and Zoning Commission and Town Council and said agendas have been lawfully posted.

The schedule for Planning and Zoning and Town Council meetings for this case are as follows:

March 15, 2018 Planning and Zoning Commission (recommendation)

April 2, 2018 (Tentative) Town Council (action)

All meetings will be held at Town Hall Council Chambers – 775 North Main Street.

STAFF FINDINGS:

Staff presents the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The Town Core Infill Incentive Plan was lawfully adopted and the District created under the rules and guidelines established by the State of Arizona.
2. The Town Core Infill Incentive Plan seeks to help remedy situations within the Infill Incentive District pertaining to: undeveloped lots; vacant structures;

obsolete/inappropriate parcel configurations; and relatively lower investment activity.

3. The subject parcel is within the Infill Incentive District and the conditions and circumstances applicable to this parcel support this request.
4. This request supports The Town of Florence 2020 General Plan Housing Element Objectives to:
 - Promote proper maintenance of both private and public properties and educate and assist property owners whose properties do not meet existing standards; and
 - Encourage the redevelopment and/or substantial revitalization of existing residential areas.

STAFF RECOMMENDATION:

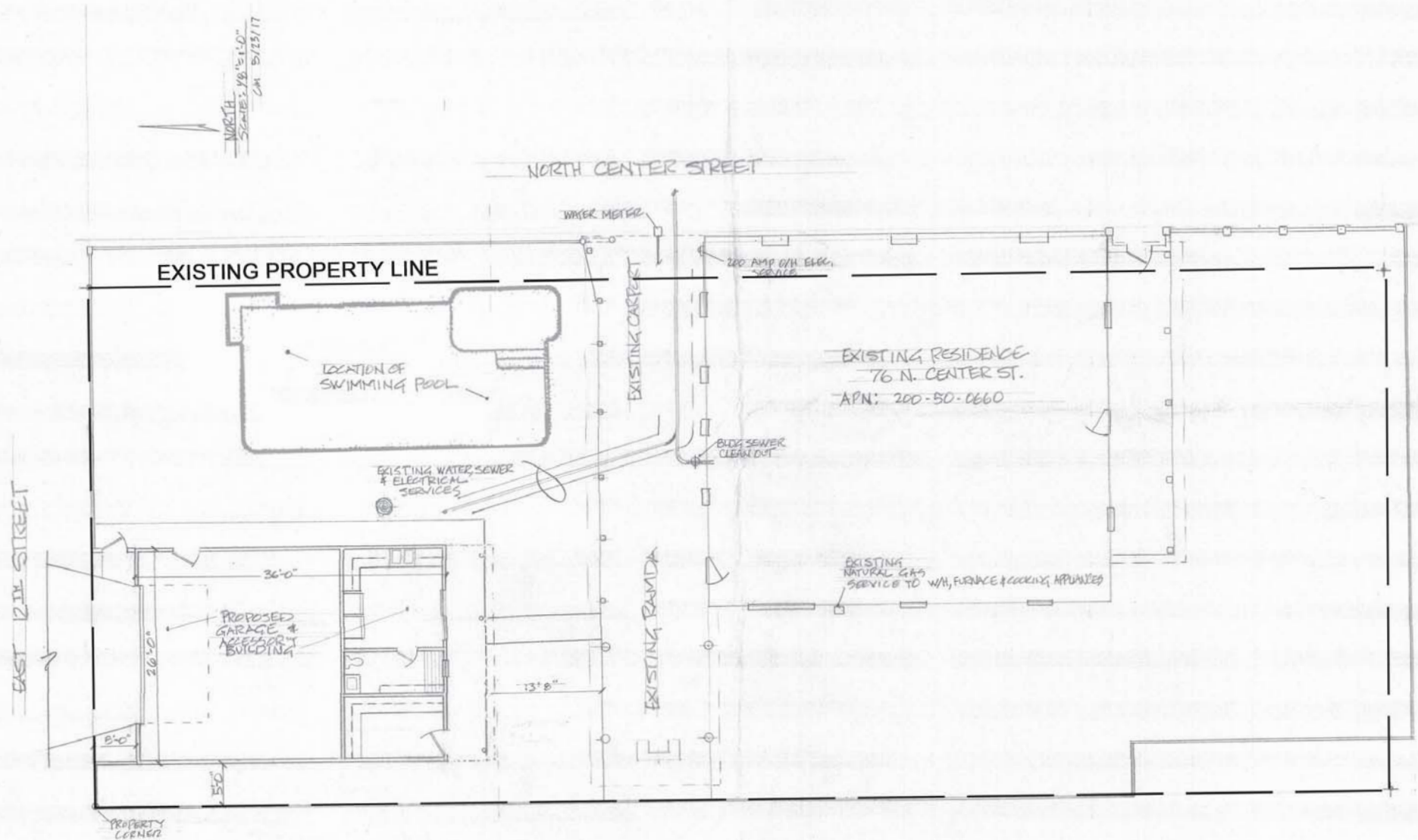
By acting on this case, the Planning and Zoning Commission thereby accept staff's findings made on this request. Based on the findings established for this case, staff recommends that the Planning and Zoning Commission send the Town Council a favorable recommendation for this case, subject to the following conditions:

1. Any conditions deemed necessary by the Planning and Zoning Commission.

Attachments:

Exhibit A – Site Plan & Architecture
Exhibit B – Survey
Exhibit C – Authorization Form

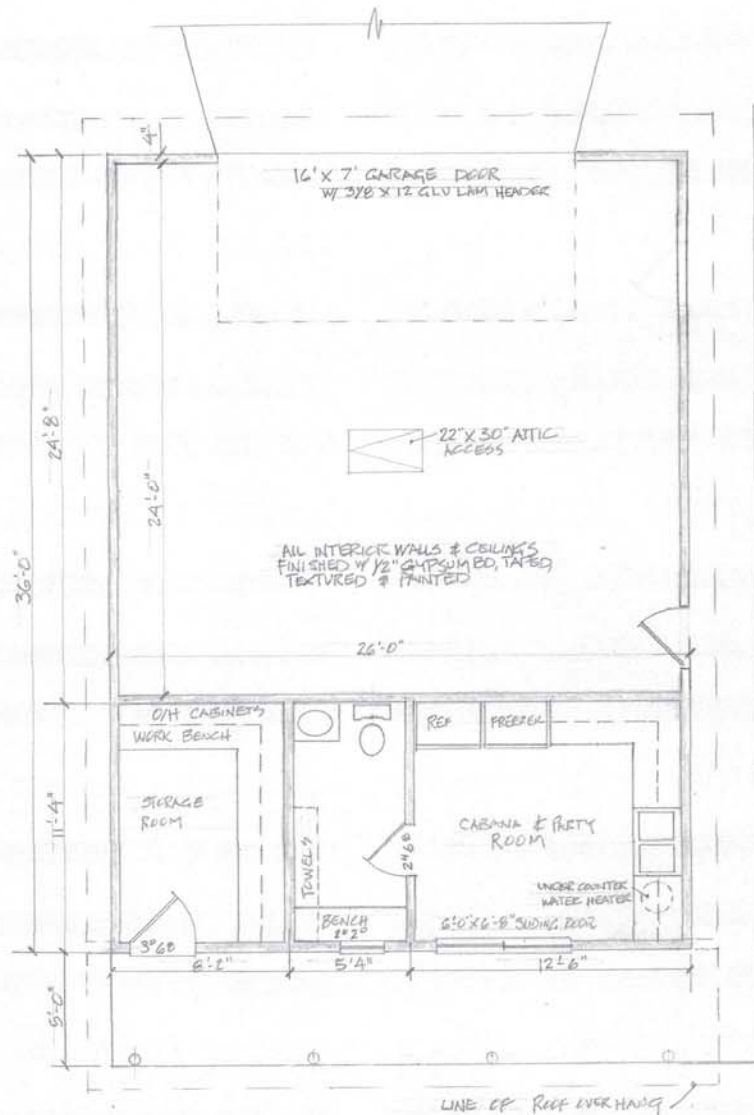
EXHIBIT A



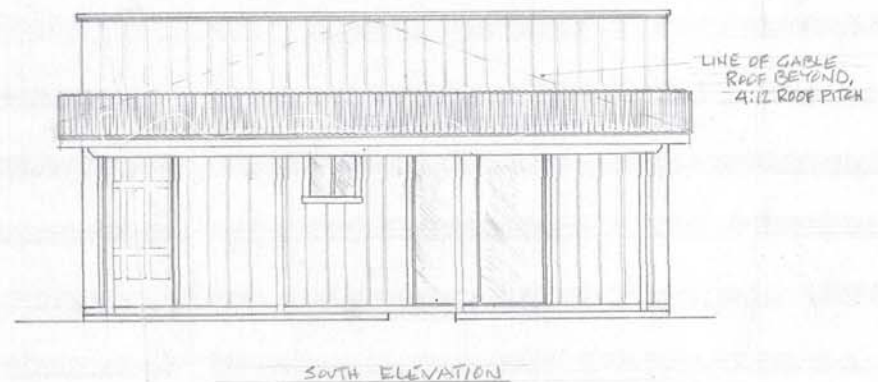
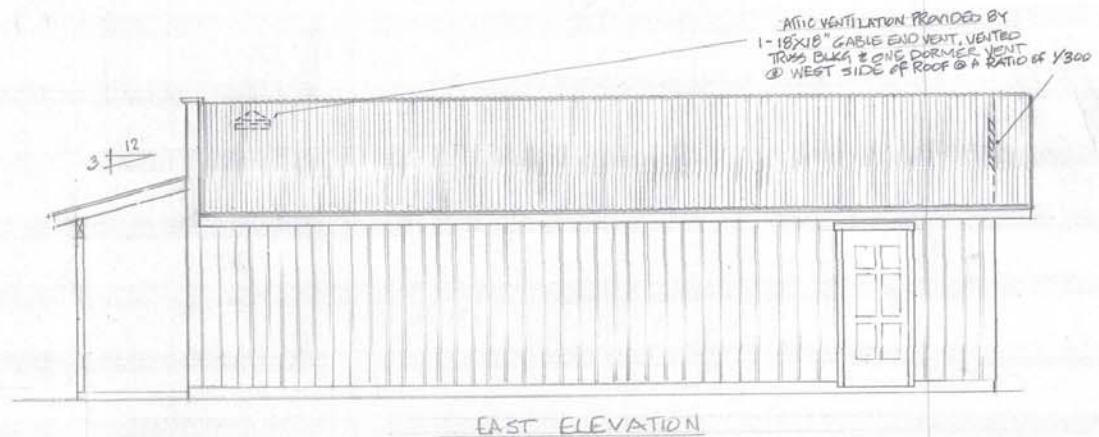
PROPOSED GARAGE & ACCESSORY BLDG FOR:
ROBERT & TAMI LYNN
76 N CENTER ST, FLORENCE, AZ.

SITE PLAN

SHEET 1 OF 4

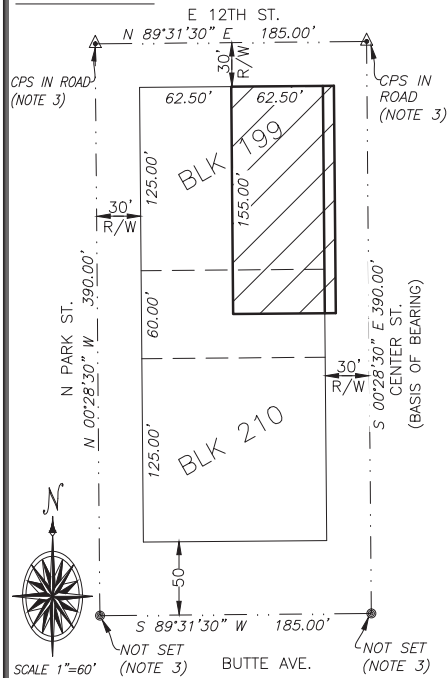


ACCESSORY BLDG & GARAGE
FLOOR PLAN
SCALE: 1/4" = 1'-0"



PROPOSED GARAGE & ACCESSORY BLDG FOR:
ROBERT & TAMI LYON
76 N. CENTER ST, FLORENCE, AZ.

VICINITY MAP



LEGEND

- ▲ = SET 5/8" REBAR W/ ALUMINUM CAP RLS #37512 (UNLESS OTHERWISE NOTED)
- ⊙ = FOUND MONUMENT AS NOTED
- = CALCULATED POINT (NOT SET)
- PP ● = POWER POLE
- WM □ = WATER METER
- GM ○ = GAS METER
- TEL □ = TELEPHONE JUNCTION BOX
- ← = GUY WIRE
- X- = WIRE FENCE
- == = BLOCK WALL
- ▨ = CONCRETE
- PAVED ROAD
- = HISTORIC OLEANDER LINE (LOCATED IN 1997)

REFERENCE DOCUMENTS

1. "TOWNSHIP OF FLORENCE" BK.1 OF MAPS, PG.1, P.C.R.

SURVEY CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THAT SURVEY, AND THAT ALL MONUMENTS SHOWN WERE FOUND OR SET ACCURATELY AS INDICATED HEREON.

DATED: 01/18/2018

TAYLOR S. HANSEN, RLS.

REGISTRATION NO. 37512

STATE OF ARIZONA } SS
COUNTY OF PINAL }

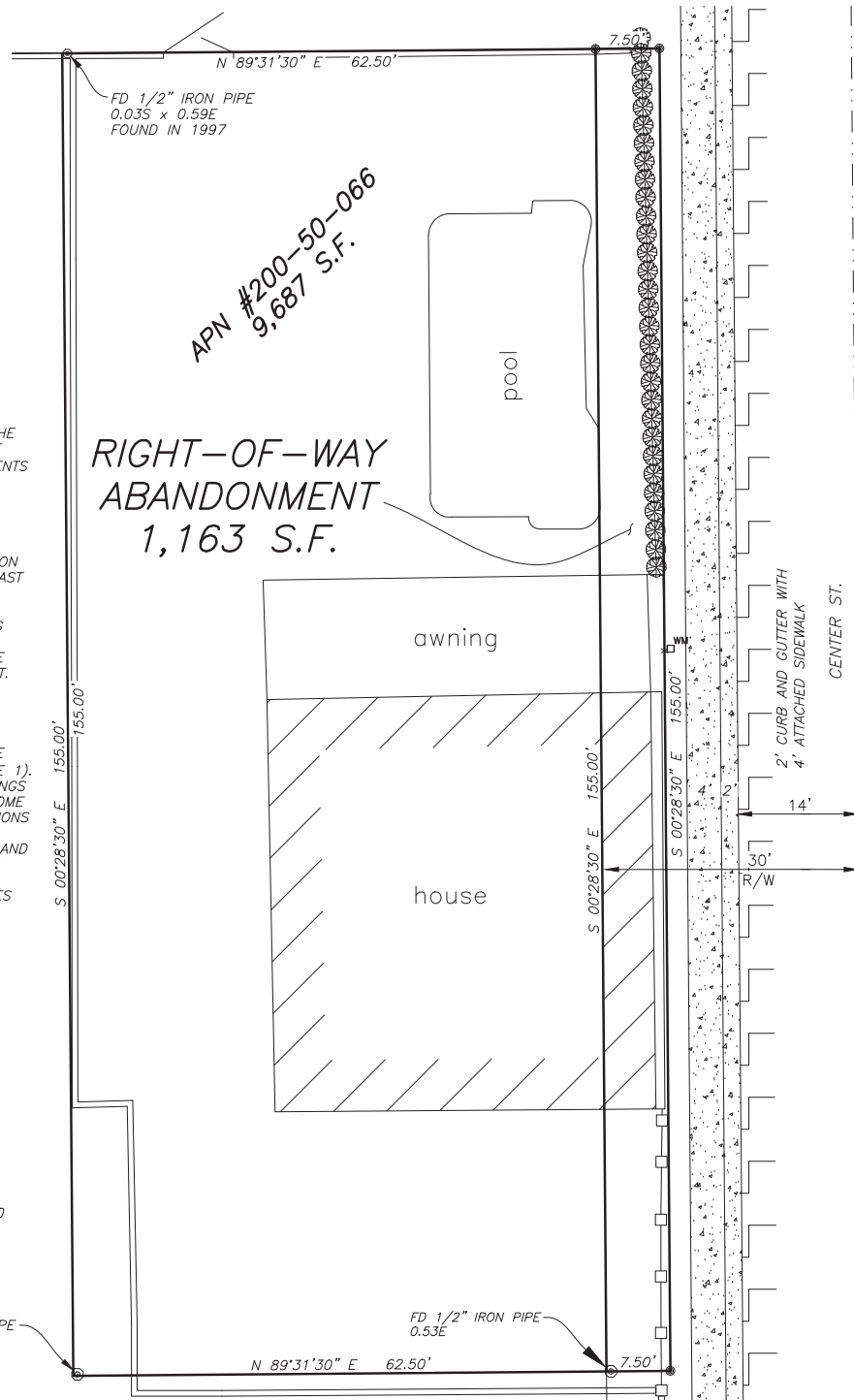
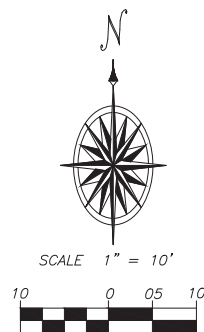
I hereby certify that the within instrument is filed in the official records of this County in
Fee No: _____
Date: _____
Request of: _____
Witness my hand and official seal.
Virginia Ross Pinal County Recorder
By: _____ Deputy

OWNER OF RECORD

COOLIDGE-DURBAN
RETAIL INVESTORS, LLC
C/O HANSON MARK J.
1065 E. MOREHEAD STREET
CHARLOTTE, NC, 28204

NOTES

1. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE OTHER EASEMENTS/DOCUMENTS THAT MAY AFFECT THE BOUNDARY DETERMINATION.
2. (BASIS OF BEARING:) THE CENTERLINE OF CENTER ST. IN THE SOUTHWEST QUARTER OF SECTION 36 TOWNSHIP 4 SOUTH RANGE 9 EAST WHICH BEARS S00°28'30"E.
3. THIS SURVEY WAS PREPARED USING THE RIGHT-OF-WAY AND ROAD ALIGNMENT CALCULATED DURING THE 1998 STREET IMPROVEMENT PROJECT. CPS MONUMENTS WERE SET AT ALL INTERSECTIONS AFTER FINAL CONSTRUCTION
4. RECORD DISTANCES PER "FLORENCE TOWNSHIP" (BOOK 1 OF MAPS, PAGE 1). THE ORIGINAL PLAT HAS NO BEARINGS OR DISTANCES. OVER THE YEARS SOME RIGHT-OF-WAY AND BLOCK DIMENSIONS HAVE BEEN SKETCHED ON THE ORIGINAL PLAT. THOSE DISTANCES AND SCALED DISTANCES SEEM TO MATCH FOUND MONUMENTS, STREET ALIGNMENTS, AND MOST FENCE LINES



TOWN OF FLORENCE BOUNDARY/RIGHT-OF-WAY

A PORTION OF BLOCK 199 IN THE SE 1/4, SW 1/4 SEC 36
T4S, R9E, G2S3M, PINAL COUNTY, ARIZONA

DRAWING NO. 180007
SHEET 1 OF 1

HANSEN
ENGINEERING & SURVEYING
1505 E. MAIN ST. #128
COOLIDGE, AZ 85128
(520) 723-3261
WWW.HANSENSURVEY.COM

QUALITY
EXPERIENCE
EXCELLENCE
39th
ANNIVERSARY
1979-2018

DATE: JAN 2018
DESIGN: NS
DRAWN BY: NS
REVIEW: TSH
SURVEY: NS/CR/ REVISION No.



CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

200-50-0660

76 N. Center Street, Florence, AZ 85132


Owner(s) Signature

Tamra Lyon

STATE OF ARIZONA)
County of) SS

IN WITNESS WHEREOF, I hereto set my hand and official seal.

My commission expires:

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10d.
MEETING DATE: June 18, 2018 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Resolution No. 1669-18: Authorizing the submission of a grant application for the use of Fiscal Year 2018 Community Development Block Grant Regional Account/State Special Project Funds		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1669-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FISCAL YEAR 2018 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS.

BACKGROUND/DISCUSSION:

The Town is eligible to apply for \$331,031 in funds from the CDBG Regional Account (RA) Program and compete for a maximum of \$300,000 in State Special Project (SSP) grant funds through the Arizona Department of Housing.

The CDBG RA and SSP application process includes the requirement to conduct at least two public hearings to obtain input by citizens, staff and elected officials for potential projects. The Town Council selects the project for application to the CDBG RA and SSP programs. The first public hearing was held at Town Hall, on May 24, 2018,

and the second public hearing is during the regular Town Council meeting on June 18, 2018.

The Waterline Replacement Project is listed as a potential project on the public hearing notices and included in the Town's Fiscal Year 2018/2019 Capital Improvement Plan Budget. The Town's allocation of CDBG RA funding can be used to reduce the Town's costs for the needed infrastructure improvements. The project includes the replacement of 6-inch waterlines with 12-inch waterlines in a certain section of the Town Core. The project also includes replacement of fire hydrants, service lines, all infrastructure with lead services or joints, and related water system improvements as necessary. The benefit to the community is improved water flows to residential areas.

Owner-Occupied Housing Rehabilitation was listed as another potential project on the public hearing notices. The Town completed four housing rehabilitation projects using Fiscal Year 2014 CDBG funds. Recently, one local resident called Town staff to inquire about the availability of housing rehabilitation funds for their home. Staff mailed a CDBG Needs Identification Form to the resident to provide input during the public hearing process, but the form has not been returned.

Staff recommends the Waterline Replacement Project for consideration because it represents the best opportunity for the Town to receive CDBG funding and it leverages the Town's funding for the multi-phase project. The Arizona Department of Housing determines its funding allocation priorities each year based on need, demand and other data. The State has allocated 54% of its funding for public infrastructure projects and 21% of its funding for improving the quality of housing stock.

A VOTE OF NO WOULD MEAN:

The Town would not submit a FY2018 CDBG RA Grant Application.

A VOTE OF YES WOULD MEAN:

The Town will submit a FY2018 CDBG RA Grant Application.

FINANCIAL IMPACT:

The Town is eligible to receive \$331,031 in FY2018 CDBG RA funds and can apply for an additional \$300,000 in CDBG FY16 SSP funds.

ATTACHMENTS:

Resolution No. 1669-18
May 24, 2018 Public Hearing Notice
June 18, 2018 Public Hearing Notice

RESOLUTION NO. 1669-18

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF APPLICATION(S) FOR FISCAL YEAR 2018 STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS, CERTIFYING THAT SAID APPLICATION(S) MEETS THE COMMUNITY'S PREVIOUSLY IDENTIFIED HOUSING AND COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS OF THE STATE CDBG PROGRAM, AND AUTHORIZING ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE ACTIVITIES OUTLINED IN SAID APPLICATION FOR INFRASTRUCTURE IMPROVEMENTS.

WHEREAS, the Town of Florence is desirous of undertaking community development activities; and

WHEREAS, the State of Arizona is administering the Community Development Block Grant Program; and

WHEREAS, the State CDBG Program requires that CDBG funds requested address one of the three Congressional mandated National Objectives; and

WHEREAS, the activities within this application address the community's identified housing and community development needs, including the needs of low and moderate income persons; and

WHEREAS, an Applicant of State CDBG funds is required to comply with the program guidelines and Federal Statutes and regulations:

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Florence, Arizona, authorize application to be made to the State of Arizona, Department of Housing for Fiscal Year 2018 CDBG funds, and authorize the Town Manager to sign applications and contracts or grant documents for receipt and use of these funds for Regional Account (\$331,031) for Infrastructure Activities and authorize the Grants Manager to take all actions necessary to implement and complete the activities submitted in said applications; and

THAT this application for State CDBG funds meets the requirements of low- and moderate-income benefit for activities justified as benefiting low- and moderate-income persons, aids in the prevention or elimination of slum and blight or addresses an urgent need which poses a threat to health; and

THAT, the Town of Florence will comply with all State CDBG Program guidelines, Federal Statutes and regulations applicable to the State CDBG Program and the certifications contained in these applications.

PASSED AND ADOPTED by Mayor and Council, of the Town of Florence, Arizona, this 18th day of June 2018.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



TOWN OF FLORENCE PUBLIC HEARING REGARDING USE OF CDBG REGIONAL ACCOUNT/STATE SPECIAL PROJECTS FUNDS

The Town of Florence, Arizona is expected to receive \$278,483 in FY 2018 Federal CDBG Regional Account funds from the Arizona Department of Housing. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent needs. Based on citizen input as well as local and state planning objectives, a potential project has been selected to be forwarded to the State of Arizona with a request for funding.

A Public Hearing will be held at the regular Town Council meeting at 5:30 p.m. Thursday, May 24, 2018 in Florence Town Council Chambers, 775 N. Main Street, Florence, Arizona 85132 to discuss the potential projects. It is expected that the Town Council will select the final project at this hearing and adopt an applicable resolution. The potential CDBG projects are named and described as follows:

1. Owner-occupied Housing Rehabilitation Program: Rehabilitate approximately 4 owner-occupied housing units whose owners are low income senior citizens and are at or below 50% area median income.
2. Waterline Improvements: Replacement of water lines in the Town Core.

To review project proposals, file grievances or learn more about the CDBG program contact the following:

Jennifer Evans, Management Analyst
Town of Florence
775 N. Main Street
Florence, Arizona 85132
Telephone: 520 868-7549
Fax: 520 868-7564
TDD: 520 868-7502

Persons with disabilities who require special accommodations may contact Maria Hernandez, Deputy Town Clerk, at 520 868-7574 and at the above location at least 48 hours before the hearing.



TOWN OF FLORENCE PUBLIC HEARING REGARDING USE OF CDBG REGIONAL ACCOUNT/STATE SPECIAL PROJECTS FUNDS

The Town of Florence, Arizona is expected to receive \$331,000 in FY 2018 Federal CDBG Regional Account funds from the Arizona Department of Housing. CDBG funds must be used to benefit low-income persons and areas, alleviate slum and blight or address urgent needs. Based on citizen input as well as local and state planning objectives, a potential project has been selected to be forwarded to the State of Arizona with a request for funding.


A Public Hearing will be held at the regular Town Council meeting at 6 p.m. Monday, June 18, 2018 in Florence Town Council Chambers, 775 N. Main Street, Florence, Arizona 85132 to discuss the potential projects. It is expected that the Town Council will select the final project at this hearing and adopt an applicable resolution. The potential CDBG projects are named and described as follows:

1. Owner-occupied Housing Rehabilitation Program: Rehabilitate approximately 4 owner-occupied housing units whose owners are low income senior citizens and are at or below 50% area median income.
2. Waterline Improvements: Replacement of water lines in the Town Core.

To review project proposals, file grievances or learn more about the CDBG program contact the following:

Jennifer Evans, Management Analyst
Town of Florence
775 N. Main Street
Florence, Arizona 85132
Telephone: 520 868-7549
Fax: 520 868-7564
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Persons with disabilities who require special accommodations may contact Maria Hernandez, Deputy Town Clerk, at 520 868-7574 and at the above location at least 48 hours before the hearing.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10e.
MEETING DATE: June 18, 2018 DEPARTMENT: Administration STAFF PRESENTER: Jennifer Evans, Management Analyst SUBJECT: Resolution No. 1670-18: Authorizing the commitment of local funds as leverage for the Fiscal Year 2018 Community Development Block Grant Regional Account Application		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1670-18: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR A FISCAL YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION.

BACKGROUND/DISCUSSION:

The Town is applying for Fiscal Year 2018 Community Development Block Grant (CDBG) Regional Account (RA) funds in the amount of \$331,031, through the Arizona Department of Housing. The funds will be used for the Waterline Replacement Project that includes the replacement of 6-inch waterlines with 12-inch waterlines, fire hydrant replacement, line and valve replacement as necessary. The Town will leverage funds for project construction in the amount of \$50,000.

A VOTE OF NO WOULD MEAN:

The Town will not commit local funds as leverage for the project. Local funds leverage is required for this type of funding, so the Town would not be eligible for funding under this program.

A VOTE OF YES WOULD MEAN:

The Town will commit local funds as leverage and the application will be submitted.

FINANCIAL IMPACT:

The Town is eligible to receive \$331,031 in FY2018 CDBG RA funds. The local leverage amount of \$50,0000 will come from the Capital Improvement Fund budget.

ATTACHMENTS:

Resolution No. 1670-18

RESOLUTION NO. 1670-18

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, COMMITTING LOCAL FUNDS AS LEVERAGE FOR A FISCAL YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION.

WHEREAS, the Town of Florence has adopted Resolution No. 1669-18 which authorizes submission of an application to the State of Arizona, Department of Housing for Community Development Block Grant (CDBG) funds for Fiscal Year 2018; and

WHEREAS, that application indicates that \$50,000 will be committed by the Town of Florence as leveraged funds, in the form of cash or resources to be used to implement Activity #2 Water Line Improvements; and

WHEREAS, the CDBG Program requires that all local leveraged funds/resources be committed in the form of a resolution by the governing body, and that such a commitment contain an opinion by the applicant's legal counsel that the leveraged funds represent a binding commitment, legally enforceable under State laws,

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Florence, Arizona, hereby commit \$50,000 to the CDBG Program, to be used for the following: Activity 2, Water Line Improvements, for construction, contingent upon the receipt of FY 2018 CDBG assistance; and that the Mayor and Town Council of the Town of Florence, Arizona hereby state that this commitment is legally binding based on the legal opinion of the Town attorney, and that such funds will be available for an audit at the termination of the grant, if so required by the Arizona Department of Housing.

PASSED AND ADOPTED by Mayor and Council, of the Town of Florence, Arizona, this 18th day of June 2018.


Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10f.
MEETING DATE: June 18, 2018 DEPARTMENT: Legal STAFF PRESENTER: Clifford Mattice, Town Attorney SUBJECT: Approval and Ratification of the Terms of Engagement for Legal Services and Approval of Expenditures for Legal Services with Ryley Carlock & Applewhite-Albert H. Acken to be equally shared with the Town of Queen Creek for ongoing ACC Proceedings.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Motion to approve and ratify the Terms of Engagement for Legal Services (attached as **Exhibit “1”**) and related expenditures for legal services with Ryley Carlock & Applewhite and Albert H. Acken pursuant to the attached Budget and Schedule (attached as **Exhibit “2”**) for legal representation of the Town of Florence in regulatory matters, including administrative appeals and potential litigation with respect to: In the Matter of the Commission’s Investigation of the Billing and Water Quality Issues of Johnson Utilities LLC (Docket No. WS-02987A-18-0050) (the “proceedings”) before the Arizona Corporation Commission.

Staff recommends approving and ratifying the Terms of Engagement for Legal Services and related expenditures for legal services with Ryley Carlock & Applewhite (“Ryley Carlock”) pursuant to the attached Budget and Schedule with the expenditures to be equally shared by the Town of Queen Creek.

BACKGROUND/DISCUSSION:

Recently, the Town authorized its representatives to intervene in the proceedings to represent the interests of its residents served by Johnson Utilities, LLC. The Town is represented by Albert H. Acken of Ryley Carlock in the proceedings. Mr. Acken also represents the Town of Queen Creek in the proceedings. The Town of Florence and the Town of Queen Creek are sharing equally the expenses for legal services as provided by Mr. Acken in the attached Budget and Schedule.

This action approves and ratifies the Town's engagement of Ryley Carlock for legal representation of the Town in the proceedings and the expenditures related thereto with the obligation of the Town of Queen Creek to share equally in paying the expenses listed in the attached Budget and Schedule.

A VOTE OF YES WOULD MEAN:

The Town continues to retain Albert Acken (and Ryley Carlock) as its lawyer for the proceedings pursuant to its previous authorization to intervene in the proceedings; and the Town pays for the related expenditures with the understanding that the Town of Queen Creek shares equally in paying the expenses listed in the attached Budget and Schedule.

A VOTE OF NO WOULD MEAN:

The Town does not continue to retain Albert Acken (and Ryley Carlock) as its lawyer for the proceedings pursuant to its previous authorization to intervene in the proceedings; and does not continue to pay for the legal services.

FINANCIAL IMPACT:

The expenses for legal fees and related services, including retention of experts and consultants, are budgeted annually based upon the projected activities for the litigation/proceedings during the fiscal year and according to the attached Budget and Schedule prepared by Ryley Carlock. The legal expenditures outlined in the attached budget will be shared equally with the Town of Queen Creek.

ATTACHMENTS:

Engagement Agreement letter with Ryley Carlock
Budget and Schedule prepared by Mr. Acken

RYLEY CARLOCK
& APPLEWHITE
Attorneys

A PROFESSIONAL CORPORATION

One North Central Avenue, Suite 1200

Phoenix, Arizona 85004

P 602-440-4800 F 602-257-9582

Offices in Arizona & Colorado

www.rcalaw.com

Albert H. Acken

Direct Line: 602-440-4874

Direct Fax: 602-257-6974

Email: aacken@rcalaw.com

April 11, 2018

Via Email: brent.billingsley@florenceaz.gov

Town of Florence
c/o Brent Billingsley, AICP, CFM
Town Manager
775 N. Main Street
PO Box 2670
Florence, AZ 85132

Re: Legal Representation

Dear Brent:

You have asked this Firm to represent the Town of Florence ("Florence") on certain legal matters described below. We are happy to represent Florence under the terms and conditions of this engagement letter.

The Rules of Professional Conduct adopted by the Arizona Supreme Court recommend that attorneys provide their clients with written fee agreements in an effort to avoid the possibility of misunderstandings. We believe this recommendation to be extremely sound. This letter will confirm the terms and conditions under which this Firm will undertake to represent Florence. We ask you to read this letter carefully and, if it accurately sets forth the terms of our Firm's engagement, sign the enclosed copy and return it to us. As this letter will set forth the agreement between us, we urge you to consult with an independent legal advisor if you have any concerns.

SCOPE OF REPRESENTATION

You have asked us to represent Florence in an Arizona Corporation Commission proceeding to investigate the billing practices and water quality issues of Johnson Utilities, LLC, ACC Docket #: WS-02987A-18-0050. We will conscientiously represent Florence in this engagement, but please bear in mind that we cannot promise or guarantee the outcome of this or any other matter.

Town of Florence
c/o Brent Billingsley, AICP, CFM
Town Manager
April 11, 2018
Page 2

cm ~~agreement~~ We will also represent the Town of Queen Creek pursuant to a common interest argument. The significant advantage of the proposed joint representation is that both clients will be able to share the costs of our services and present a united voice in the case. We believe Florence and Queen Creek have very similar interests.

Joint representation has potential disadvantages; however, and Florence should be aware of these risks prior to consenting to the proposed joint representation. One disadvantage of joint representation is that the attorney representing joint parties cannot “choose sides” between clients if there is a disagreement between the joint clients regarding any aspect of the joint representation. We will do our best to communicate with Florence and the Queen Creek regarding such issues. However, if one client determines to advocate one position, and another client opposes the position, it will be up to the joint clients to agree amongst themselves regarding how to resolve which position, if any, the joint attorney will be instructed to take. If any such disagreements cannot be resolved, it may be necessary for Ryley Carlock & Applewhite to withdraw from the representation of one or even both parties in order to comply with attorney ethical duties. If this were to occur, we would work with you toward a smooth transition.

Although the preceding paragraphs set forth our understanding of the scope of our engagement, it has been our experience that clients often ask us to undertake work outside of the initial scope of engagement. When we mutually agree to extend the scope of engagement, we typically do not amend our initial letter of engagement unless requested to do so by the client. This agreement shall be deemed to be a continuing agreement in that if at any time the Firm advises or represents Florence in connection with any matters other than those set forth, that representation shall be upon the same conditions and at the same fees as those expressed herein, unless we both agree in writing to the contrary. Of course, the Firm reserves the right to decline representation at any time.

CONFLICTS AND POTENTIAL CONFLICTS

We have performed a formal conflicts check within our office based upon our understanding of the matter for which we have been engaged and the names of interested parties that you provided to us. Based upon our initial conversations and a computerized search for the names of adverse parties, we have found no apparent conflicts relative to this representation.

We represent many other clients on a broad range of matters and it sometimes is difficult to identify a conflict or potential conflict, particularly at the outset of a representation. If we become aware of a conflict, we will discuss it with you. We reserve the right to withdraw from representation if we feel that we cannot properly represent Florence’s interests. Likewise, if at any time during the representation, we determine that our representation of Florence’s interests would conflict with our previous representation or

existing relationship with other clients, we reserve the right, after discussion with you, but in our sole professional judgment, to withdraw from representing Florence's interests. If at any time during our representation you have any questions or concerns regarding our Firm's representation of Florence, you agree to bring those matters to our attention as soon as possible so that we may address and resolve them immediately.

We also reserve the right to represent other new clients in any matter that is not substantially related to our work on your matter, even if the interests of such clients in other matters are adverse to Florence. We agree that your prospective informed consent to conflicting representation described in this paragraph will not apply in any instance in which, as a result of our representation of Florence, we have obtained sensitive, proprietary or otherwise confidential information that, if known to any other client, could be used in any matter by that client to your disadvantage.

FEES AND COSTS

Fees for services rendered will be based on the reasonable value of those services in accordance with the Arizona Rules of Professional Conduct. Those fees will be primarily based on our 2018 hourly billing rates; those hourly billing rates currently range from \$225.00 per hour for new associates to \$550.00 per hour for senior partners. For this matter, my hourly rate will be \$350.00. Although I will be the attorney primarily responsible for this engagement, various portions of this matter may be delegated to other attorneys in the Firm, as appropriate, to provide you with efficient, cost-effective representation. In addition, in an effort to reduce legal fees, we use paralegal personnel when they can capably and efficiently handle portions of matters. Time devoted by paralegals is charged at the rate of \$180.00 per hour.

These billing rates generally depend on the attorney's years of experience, and the Firm adjusts those rates from time to time. Other factors may be taken into consideration in determining our fees including the difficulty, novelty and complexity of the legal issues involved; the skill required to perform the services in a competent manner; fees customarily charged in this area for similar legal services; the time constraints imposed by the client or by the circumstances; the amount involved; and the benefit resulting to the client. The Firm periodically revises its fee schedule. This agreement is intended to allow such increases in rates charged by the Firm without further notification to you, other than as reflected in monthly statements rendered by the Firm.

In this joint representation, the Town of Queen Creek has agreed to share the fees and costs for our services with you as described below. We will bill you with the understanding Florence will remit to Queen Creek for its half of the payment of the fees and costs.

The time for which Florence will be charged will include, without limitation, telephone and office conferences, factual and legal research, drafting of legal documents, emails, letters and other documents, and travel time. Time generally is kept and charged in increments of one-tenth of an hour, although we can make other arrangements should you so require. Prior to sending statements, we carefully review them for accuracy and to assure that work is being performed in an efficient manner.

In addition to our fees, we will bill you for costs and expenses incurred in performing services such as color photocopying, messenger and delivery service, and recording/filing fees. Fees and expenses of third parties, such as title companies, appraisers, environmental consultants or expert witnesses, generally will be your responsibility and directly billed to you.

Fees and expenses generally will be billed monthly and are payable upon receipt of our billing statement. We ask (and expect) that bills be promptly paid, as delayed payment adds to our overall cost of providing legal services. You agree that you will carefully review our statements upon receipt and immediately notify us if you have any questions or concerns. If we do not hear from you within 15 days after the statement is mailed or otherwise transmitted, we will assume that the statement is acceptable to you as fair and reasonable. If you do have any questions or concerns, we agree to immediately respond to your inquiries or concerns. It is extremely important to our relationship and our ability to represent you in this matter that any questions or concerns over our billing statements be immediately resolved.

DEPOSIT

It is generally this firm's policy to obtain an advance deposit for payment of fees. In this case, however, we will not require an advance deposit from Florence at this time.

ELECTRONIC COMMUNICATIONS AND DATA RETENTION

We communicate from time to time with our clients via facsimile, mobile telephone, and email. No form of communication is completely secure and these forms of communication have some risk of improper interception even though our Firm maintains reasonable security measures to assure the confidentiality of your information. Please provide us with only copies of documents, unless we expressly request an original. We will scan and return to you any original documents that you send to us or that we create throughout the representation that have some intrinsic value (such as original stock certificates, incorporation documents, adoption certificates, trademark registrations, etc.). We retain many file documents and data in electronic format only. These documents and data may be stored on a remote secure third party server hosted through the internet. Accordingly, unless you instruct us that you prefer to receive only a paper copy in the mail and do not wish to communicate by email, we will use these other methods. If you require any heightened security measures for

the storage or transmission of electronic data, such as for government clearances, please notify me. You are responsible for providing us with an email address that you want us to use for correspondence related to the representation. You should check that email address regularly. We will assume that third parties (e.g., employers or family members) do not have access to that email address so you can receive confidential correspondence from us. Please be certain that your email filters do not block emails from our office and that the allowable size of incoming emails is sufficient to accept emails from us with attachments. It is important that you retain all communications from and to us, including emails and attachments to emails. These are being tendered to you as your file for this matter. You are responsible for maintaining your own copy of the file, which you will receive during the representation.

FILE RETENTION POLICY

At the end of this matter, and upon final payment of all sums outstanding, the Firm shall return to you any original file materials provided by you. You will be provided with copies of relevant documents on an ongoing basis, and it is your responsibility to retain those documents. Please print and save all emails you send to or receive from the Firm during the course of the representation. The Firm shall not be responsible for maintaining file materials longer than five years. It is the Firm's current policy to destroy all materials in its possession five years after the conclusion of a particular matter.

CLIENT RESPONSIBILITIES

You understand and agree to keep the Firm informed at all times of any changes in contact information and to assist in providing information to the Firm in a timely manner, as requested.

WITHDRAWAL FROM REPRESENTATION

If billed amounts are not paid when due, you agrees that the Firm has the right to postpone or defer providing additional services, or to withdraw from the engagement upon providing you with reasonable notice of our intent to do so.

As our client, Florence will have the right at any time to terminate our services and representation upon written notice to the Firm. However, termination will not affect your obligation to pay for all services rendered and costs advanced or incurred on your behalf prior to the date of termination. In addition, it is understood that our representation is limited to pursuing the interests of Florence only, and we disclaim the representation of any other person or entity in connection herewith.


Town of Florence
c/o Brent Billingsley, AICP, CFM
Town Manager
April 11, 2018
Page 6

If the foregoing terms are acceptable, please sign and return a copy of this letter to me to confirm your agreement to the foregoing. If you ever have any questions regarding any of these terms, or any billing statement or other matters related to our representation, please feel free to call me. My direct line is (602) 440-4874. I look forward to working with you in this matter and thank you for your confidence in our Firm.


Sincerely,


Albert H. Acken

I agree to the foregoing and authorize Ryley Carlock & Applewhite to represent the **Town of Florence** in connection with the above-described matter.

By: 
Brent Billingsley, AICP, CFM

Its: Town Manager

Approved as to Form

Clifford L. Mattice, Florence Town Attorney

c: RC&A Records Department

BUDGET AND SCHEDULE

Task	Scope of Work	Timeframe	Cost
Evidentiary Hearing and Post Hearing Briefing [completed]	<ul style="list-style-type: none"> ▪ Prepare testimony, exhibits, and cross examination ▪ Participate in 13 day evidentiary hearing ▪ Draft and file post-hearing Closing Brief and Proposed Findings of Fact ▪ Review and respond to Johnson Utilities' Closing Brief ▪ Draft Response Brief 	April-May	~ \$118,000
Post-Hearing Coordination, Notices, Procedural Conferences	<ul style="list-style-type: none"> ▪ Complete and file Response Brief ▪ Coordinate with Staff and other parties regarding OSC proceeding and other open Johnson Utilities' dockets ▪ Client coordination regarding ongoing service and safety issues ▪ Submit additional notices regarding same ▪ Participate in June Open Meeting regarding CC&N Extension 	June-July	\$15,000
Supplemental Evidentiary Hearing	<ul style="list-style-type: none"> ▪ Submit joinder regarding Staff request for supplemental evidentiary hearing ▪ Prepare for and participate in procedural conference ▪ Develop testimony for evidentiary hearing ▪ Participate in evidentiary hearing 	June	\$20,000
ACC Open Meeting	<ul style="list-style-type: none"> ▪ Prepare witnesses for Open Meeting, including explanation of interim manager MOA ▪ Prepare oral argument for Open Meeting ▪ Participate in Open Meeting 	July	\$15,000