

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LZ DELTA, LLC, dba GOAZ MOTORCYCLES**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and LZ Delta, LLC, an Arizona limited liability company dba GOAZ Motorcycles ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 3, 2013, under the State of Arizona Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Law Enforcement Motorcycles Contract, Contract No. ADSPO13-038704 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was January 3, 2013, until the date the contract expires on January 2, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond January 2, 2018. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 2, 2017. The City Manager or

Agreement, therefore, is the period from the Effective Date of this Agreement until January 2, 2017. The City Manager or designee, however, may renew the term of this Agreement for one (1) one-year periods until the Cooperative Purchasing Agreement expires on January 2, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred eleven thousand, five hundred eighty-two dollars and eight cents (\$111,582.08) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, #111
Glendale, Arizona 8530
623-930-2621

and

LZ Delta, LLC, dba GOAZ Motorcycles
c/o Mr. Jay Tucker
15500 N. Hayden Road
Scottsdale, AZ 85260

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

"City"

City of Glendale, an Arizona
municipal corporation

By:

Kevin R. Phelps
City Manager

"Contractor"

LZ Delta, LLC, an Arizona limited liability,
company dba GOAZ Motorcycles

By:

Name: ~~Anne O'Moore~~ GINA MARRA
Title: ~~Manager~~ v.p.

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LZ DELTA, LLC, dba GOAZ MOTORCYCLES

EXHIBIT A
LAW ENFORCEMENT MOTORCYCLES CONTRACT, CONTRACT NO. ADSP013-038704



Master Blanket Purchase Order ADSP013-038704

Header Information

Purchase Order Number:	ADSP013-038704	Release Number:	0	Short Description:	Statewide Law Enforcement Motorcycles
Status:	3PS - Sent	Purchaser:	Lori Noyes	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	01/03/2013 01:38:18 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	45	Release Type:	Direct Release	Pcard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	Lori.Noyes@azdoa.gov, 602-542-7144				

Master Blanket/Contract End Date (Maximum): 01/02/2018 11:59:59 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Commodity Reference Id:

PO External Doc Type:

Agency Attachments: [PO Terms & Conditions - OLD Contract File ADSP013-038704.zip Pricing ADSP013-038704.zip Change Order Summary 1 - ADSP013-038704.pdf LZ Delta COI - Expires 5.1.14~1.pdf Change Order Summary 3 - ADSP013-038704.pdf Change Order 04 Summary ADSP013-038704.pdf Change Order Summary 5 - ADSP013-038704.pdf Change Order Summary 6 - ADSP013-038704.pdf Change Order Summary 7 - ADSP013-038704.pdf ADSP013-038704 Renewal.pdf Current Certificate of Insurance Change Order Summary 10 - Renewal~1.pdf ADSP013-038704 COI expires 05.01.2017.pdf](#)

Vendor Attachments: [COI Expires 5-1-15](#)

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:

000009354 - LZ DELTA LLC

Jay Tucker
15500 N Hayden Rd,
Scottsdale, AZ 85260
US
Email: jtucker@goaz.com
Phone: (480)609-1800
FAX: (480)247-5989

Payment
Terms:

Net 30

Shipping
Terms:F.O.B.,
DestinationShipping
Method:

Best Way

Freight Terms:

PO

Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to LFRANCONI@GOAZ.COM at 01/24/2013 11:09:04 AM	01/24/2013 12:05:27 PM
Change Order 1	Emailed to LFRANCONI@GOAZ.COM at 11/04/2013 11:19:48 AM	
Change Order 2	Emailed to LFRANCONI@GOAZ.COM at 12/11/2013 05:03:04 PM	
Change Order 3	Emailed to LFRANCONI@GOAZ.COM at 12/23/2013 06:56:42 AM	
Change Order 4	Emailed to LFRANCONI@GOAZ.COM at 12/30/2013 02:18:13 PM	
Change Order 5	Emailed to LFRANCONI@GOAZ.COM at 01/03/2014 10:04:18 AM	01/17/2014 10:03:10 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000009354	PZ000009354	LZ DELTA LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date:

01/03/2013

Master Blanket/Contract End Date:

01/02/2017

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	\$523,348.53	\$0.00

Item Information

1-5 of 11
1 2 3

Print Sequence # 1.0, Item # 1: Assembled Base Model: 2015 BMW Police Motorcycle R 1200 RT-P (includes Standard Order Deck items) \$20,934.44

3PS -
Sent

NIGP Code: 071-56
Motorcycles

Bid # / Bid Item #: ADSP013-00002453 / 1 Quote # / Quote Item #: 000016809 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	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 # 2.0, Item # 2: Assembled Base Model with Emergency Equipment Installed (as listed in Specifications 4.4.1) and California Highway Patrol paint scheme: 2015 BMW Police Motorcycle R 1200 RT-P \$22,404.99

3PS -
Sent

NIGP Code: 071-56
Motorcycles

Bid # / Bid Item #: ADSP013-00002453 / 2 Quote # / Quote Item #: 000016809 / 2

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	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: Assembled Base Model: 2014 Honda Police Motorcycle ST 1300-PA \$16,030.00

3PS - Sent

NIGP Code: 071-56
Motorcycles

Bid # / Bid Item #: ADSP013-00002453 / 5 Quote # / Quote Item #: 000016809 / 5

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	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 # 4.0, Item # 4: Assembled Base Model with Emergency Equipment Installed (as listed in Specifications 4.4.1) and California Highway Patrol paint scheme: 2014 Honda Police Motorcycle ST 1300-PA \$19,026.24

3PS -
Sent

NIGP Code: 071-56
Motorcycles

Bid # / Bid Item #: ADSP013-00002453 / 6 Quote # / Quote Item #: 000016809 / 6

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	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: Additional Set of Keys, including but not limited to proximity sensors or key fobs as appropriate. (Refer to Solicitation ADSP013-00002453, Specification, Section 4.3) \$43.21

3PS -
Sent

NIGP Code:

071-56

Motorcycles

Bid # / Bid Item #: ADSP013-00002453 / 11 Quote # / Quote Item #: 000016809 / 11

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	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:

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1 2 3

Exit

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	Contract Change Order Summary		Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 201 Phoenix, AZ 85007
	Contract No.: ADSPO13-038704		
	Change Order No.: 10	Date: October 13, 2015	

Statewide Law Enforcement Motorcycles

LZ DELTA LLC

1. The above mentioned contract is hereby amended as follows:

- * a. In accordance with Special Terms and Conditions paragraph 2.6, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 1/2/2017.

**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.



Offer and Acceptance

Contract No.: ADSP013-038704

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Description: Statewide Law Enforcement Motorcycles

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

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

20305912

Federal Employer Identification No.:

20 349 5549

E-mail: GINA@GOAZ.COM

Phone: 480-809-1800

Fax: 480-398-2530

LZ DELTA; DBA: GO AZ MOTORCYCLES

Company Name

15500 N HAYDEN RD

Address

SCOTTSDALE

AZ

85260

City

State

Zip

[Signature]
Signature of Person Authorized to Sign Offer

GINA MARRA

Printed Name

GENERAL MANAGER

Title

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

1. The submission of this Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1466.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, tip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ☐ IS / ☒ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §§35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §§35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No.

ADSP013-038704. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

3rd

day of

January

2013

[Signature]
Procurement Officer


	Offer and Acceptance		State of Arizona State Procurement Office 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
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The following documents are not contained physically in this document but are included by reference and available online in ProcureAZ.


SPECIAL AND UNIFORM INSTRUCTIONS TO OFFERORS ADSP013-00002453

PRICING (all pricing is contained within the line items in ProcureAZ)

CONTRACTORS FINAL PROPOSAL DOCUMENTS

(Submitted in response to solicitation ADSP013-00002453 and *included by reference. Attached in ProcureAZ*)

SOLICITATION ADSP013-00002453 AS AMENDED INCLUDING ALL ATTACHMENTS AND EXHIBITS

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

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), has an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members (collectively hereinafter referred to as Eligible Agencies) may acquire quality, road-ready law enforcement motorcycles as well as various related products and services included but not limited to discounted original equipment manufacturer (OEM) parts and shop rates for basic maintenance and installation of equipment on the law enforcement motorcycles.


2. ESTIMATED USAGE

The State anticipates considerable activity resulting from contract(s) that will be awarded as a result of this solicitation. The chart below contains estimated usage for certain eligible agencies for the upcoming year. The quantities, types of motorcycles and eligible agencies listed are supplied as a reference. The State makes no guarantee as to the amount of usage that may occur under this contract(s).

Eligible Agency	Type of Motorcycle	Expected Motorcycle Usage
Arizona Department of Transportation	Victory Commander	1-5
Arizona Department of Public Safety	Honda ST 1300-PA and Kawasaki Concours 14 ABS	10+
City of Show Low Police Department	Honda ST 1300-PA	1-5
City of Tempe	Honda ST 1300-PA	5-10
Cottonwood Police Department	Victory Commander	1-5
Florence Police Department	Harley-Davidson Road King	1-5
Lake Havasu City Police Department	Honda ST 1300-PA	1-5
Marana Police Department	BMW 1200 RTP	5-10
Sahuarita Police Department	Honda ST 1300-PA	1-5

3. MOTORCYCLE MODELS

- 3.1 Each motorcycle model shall be current year production models equipped for law enforcement use and comply with Michigan State Police Vehicle Test and/or the Los Angeles Police Vehicle Evaluation Program specifications.
- 3.2 The State has determined that it is in their best interest to use Brand Name Only specifications. The following models are requested from the State. Each model shall be delivered in road-ready condition.
 - 3.2.1 BMW Police Motorcycle R 1200 RT-P
 - 3.2.2 Harley-Davidson Road King
 - 3.2.3 Honda Police Motorcycle ST 1300-PA
 - 3.2.4 Kawasaki Concours 14 ABS
 - 3.2.5 Victory Commander 1
 - 3.2.6 Harley-Davidson Electra Glide
- 3.3 Contractors shall supply a complete specification sheet for each model offered. Each model shall be labeled and readily visible to show, at minimum:
 - 3.3.1 Manufacturer
 - 3.3.2 Model
 - 3.3.3 Serial Number and/or Vehicle Identification Number

	<h1 style="text-align: center;">Specifications</h1>		<p style="text-align: center;">State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007</p>
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3.3.4 Date of Manufacture

4. MOTORCYCLE EQUIPMENT REQUIREMENTS

4.1 **Motorcycle Components:** All motorcycle components shall be a heavy duty "police package" of the manufacturer's standard motorcycle. All dealer installed items must be approved for use by the manufacturer and compatible with all other components.

4.2 **Manuals:** Each motorcycle shall be delivered with a rider's manual together with any other printed matter or literature a person using one of the motorcycles might need to properly operate and maintain the motorcycle. All literature pertaining to Emergency Equipment and dealer installed equipment on the motorcycles shall also be delivered with the motorcycle.

4.3 **Key Requirement:** All motorcycles shall be equipped with two (2) complete sets of keys provided at the time of delivery. Complete sets of keys shall include all devices needed to start and use the motorcycle, including but not limited to, proximity sensors or key fobs as appropriate. If requested, the Contractor shall provide an eligible agency with additional sets of keys at the fixed price submitted in ProcureAZ.

4.4 Motorcycle Upfit / Modifications:

4.4.1 **Emergency Equipment:** Eligible agencies shall be able to order the base law enforcement motorcycle model or they shall also be able to purchase any model equipped with emergency equipment installed from the manufacturer. At a minimum the following components shall be considered the standard emergency equipment

- Siren, electronic, dual mode, with public address (P.A.) and speaker assembly.
- Front facing LED lights; one (1) red light and one (1) blue light.
- Side facing LED lights; one (1) blue light located on the left side of bike.
- Side facing LED lights; one (1) red light located on the right side of bike.
- Rear facing LED lights; two (2) combination red/blue LED lights.

4.4.2 **Mounting Locations:** All mounting locations shall be consistent to produce a pleasing appearance and not interfere with the functions of the motorcycle. All equipment mounting locations shall be approved and/or designated by the ordering eligible agency upon placement of an order. All items installed must be approved for use by the manufacturer and compatible with all other components and the motorcycle.

4.4.3 Eligible agencies may request the contractor to upfit/modify any motorcycle for specific organizational needs. The eligible agency will supply all upfit/modification requests to the contractor. The contractor shall identify any conditions that apply to the upfit/modifications on a quotation to the eligible agency for review before any work commences. All installed components and accessories shall be those approved for use by the OEM and shall be compatible with all other motorcycle components.

4.4.4 Pricing for optional upfitting equipment, OEM replacement parts and installation rates for additional accessories shall be included in Attachment I.

5. ORDERING / DELIVERY REQUIREMENTS

5.1 The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the using eligible agency. **See Exhibit 1 for quote sheet example.** The quotation shall include, but not be limited to, the following information:

5.1.1 State contract number

5.1.2 Motorcycle availability and delivery lead-time



Specifications

Contract No.: ADSP013-038704

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

- 5.1.3 Vehicle Identification Number (VIN)
- 5.1.4 Dealer stock number
- 5.1.5 Motorcycle base bid price
- 5.1.6 Itemized options (including line item cost)
- 5.1.7 Applicable tax
- 5.1.8 Delivery cost
- 5.1.9 Total price
- 5.1.10 Point of contact
- 5.1.11 For motorcycles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation

5.2 Within fourteen (14) calendar days after receipt of a purchase order, the Contractor shall provide the eligible agency copies of the manufacturer's factory order numbers, to confirm motorcycles have been ordered. This shall be considered a mandatory requirement. Failure to provide this document for each motorcycle ordered may be cause for determination of default of contract.

5.3 All motorcycles shall be completely serviced, inspected, properly adjusted and road tested before delivery, including proper fill of all fluids and lubricants. All motorcycles shall be delivered with a full tank of fuel less delivery fuel. Batteries shall be serviced and fully charged. Delivered motorcycles shall have no more than 30 miles on the odometer at the time of delivery.


6. WARRANTY

6.1 At a minimum, all equipment supplied under these specifications shall be fully warranted by the motorcycle manufacturer against mechanical and electrical defects. This warranty shall cover such items as actual repair labor, parts and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material shall be fully corrected by the contractor without cost to the eligible agency. The written warranty shall be included with the delivered motorcycles to the eligible agency. The warranty terms shall be stated on Attachment I, where indicated. The minimum period of warranty shall be dependent on the motorcycle manufacturer as listed below:

- BMW – 39 months; 60,000 miles
- Harley-Davidson – 24 months; unlimited miles
- Honda – 36 months; unlimited miles
- Kawasaki – 36 months; unlimited miles
- Victory – 5 years; unlimited miles

6.2 Extended Warranty: Extended warranties may be offered as optional items. The extended warranty contract shall pay for the repair or replacement of any covered parts that are defective in materials or workmanship, except for the first stated deductible per eligible repair visit. Covered repairs shall not be charged more than one deductible per visit, even if more than one component is repaired. Contractors shall submit pricing information for any extended warranties along with the associated terms on Attachment I.

6.3 Service Maintenance Agreements: Service/maintenance agreements may be offered as optional items. All service/maintenance agreements offered shall be described in the appropriate section of Attachment I.

	Specifications		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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7. SPECIAL PAINT REQUIREMENTS

- 7.1 The Department of Public Safety (DPS) requires the motorcycle finish and color to be the California Highway Patrol paint scheme of black and white. Other eligible agencies may have special paint requirements specific to their organization. An increase of no more than thirty (30) days over the required delivery time shall be allowed for this requirement.
- 7.2 Contractors shall indicate on Attachment I if there are quantity requirements or any additional costs for special paint requirements. If no information is entered on Attachment I for special paint requirements, it shall be understood that there is no quantity requirement or additional cost.

8. TRAINING

Training shall be provided by the contractor for equipment supplied upon request from the eligible agency. Training shall be available for maintenance of engine and other mechanical and electrical functions. A complete description of the training, including cost, if any shall be provided by the contractor according to instructions on Attachment I.



Special Terms and Conditions

Contract No.: ADSP013-038704

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Description: Statewide Law Enforcement Motorcycles

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

1. DEFINITIONS

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

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

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

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

"Buyer" means procurement officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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

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

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

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

"Purchase Order" means contract.

"Purchase Order Number" means the contract's identification number.

"Purchaser" means procurement officer.

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

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

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

"Retainage %" is an optional field and means the amount of the contract's value that is retained.

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

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

"Short Description" means the contract's title.

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

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

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

"Vendor" means contractor.

2. ADMINISTRATIVE FEE / USAGE

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

2.2 Contractors shall submit a Quarterly Usage Report documenting identifying all Eligible Agencies and total dollar volumes purchased by each Eligible Agency during the reporting period. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report



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format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and any confidentiality any request regarding the information contained in the report shall be denied. The contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

- 2.3 The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. The submission schedule for Administrative Fees and Usage reports shall be as follows:

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

- 2.4 Administrative fees shall be submitted to the following address:

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

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

- 2.6 The information contained in these contract reports and the accurate and timely submission thereof are critical components used by the State. Failure by the contractor to submit accurate and timely contract reports against this contract may be cause for cancellation of the contract.

3. APPROPRIATION OF FUNDS

Every payment obligation of the eligible 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 the contract, this contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the eligible agency or the State of Arizona in the event this provision is exercised, and neither the eligible 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. CHANGES

The State reserves the right to revise the delivery and schedule and make other changes within the general Specifications as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendments to the contract.

5. CONFIDENTIALITY OF RECORDS

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

6. CONTRACT ADMINISTRATION AND OPERATION

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

Kianie R Putnam, Procurement Specialist
Arizona Department of Administration, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007



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Email: Kianie.Putnam@azdoa.gov

Phone: (602) 542-9134

- * 6.2 Contract Extension: By mutual agreement, this contract may be extended for additional one-year periods or portions thereof for a total contract term not to exceed 5 years. A factor in contract extensions shall be the extent that the State has all current usage information and insurance documents on file.
- 6.3 Contract Modifications: The State will reserve the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor (s) will be notified prior to any changes in the contract. All contract modifications shall be in a formal contract amendment through ProcureAZ.
- 6.4 Contract Type: The Contract shall be Firm Fixed Price.
- * 6.5 Eligible Agencies: This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.
- 6.6 Estimated Usage: The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
- 6.7 Non-Exclusive Contract: The contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies' delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.
- 6.8 Term of Contract: The term of any resultant contract shall commence on the date of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled, or extended as otherwise provided herein.

7. CONTRABAND

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

DEFINITION - A.R.S. | 13-2501

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

PROMOTING PRISON CONTRABAND - A.R.S. | 13-2505

- 7.3 A person, not otherwise authorized by law, commits promoting prison contraband:

7.3.1 By knowingly taking contraband into a correctional facility or the grounds of such a facility; or



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7.3.2 By knowingly conveying contraband to any person confined in a correctional facility; or

7.3.3 By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

7.4 Promoting prison contraband is a Class 5 felony.

8. CURRENT MODELS

All motorcycles shall be the manufacturer's current models in production at the time of delivery. All motorcycles shall be new and unused, equivalent in style, quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

9. DELIVERY

- 9.1 Delivery shall be made within ninety (90) days of receipt of a contract release order/purchase order. If delivery is not completed within the required ninety (90) days, the State reserves the right to purchase the item(s) specified on the open market.
- 9.2 Delivery shall be FOB destination within the county in which the contractor is located. Delivery charges may be charged outside the contractor's county location (as listed in Attachment I, Supplemental Pricing Information). Delivery charges shall be listed as a separate item on all invoices.
- 9.3 All deliveries shall be made Monday through Friday from 8:00 am through 3:00 pm. The contractor shall be required to give the eligible agency delivery notification a minimum of 24 hours prior to delivery.
- 9.4 Acceptance shall occur at the time Manufacturer's Statement of Origin (MSO) and the motorcycle is received and accepted.
- 9.5 Parts orders shall be shipped within 24 hours of receipt of order, weekends and holidays excluded.
- 9.6 Each motorcycle shall be delivered road-ready, completely serviced, inspected, properly adjusted and road tested before delivery, including the proper fill of all fluids and lubricants. Battery shall be serviced and fully charged on delivery. Motorcycles shall not have more than 30 miles on the odometer at time of delivery.
- 9.7 The contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the contractor. The contractor shall file all claims for visible and concealed damage. The State shall notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
- 9.8 Defective Materials/Products: All defective materials or products shall be replaced and exchanged by the Contractor. All costs associated with replacement, including but may not be limited to re-packing, and shipping of the defective materials or products back to the contractor, and all replacement costs as specified herein shall be borne by the Contractor. All replacement products must be received by the eligible agency within 30 days of initial notification.
- 9.9 Equipment Inspection: Each motorcycle delivered shall be subject to a complete inspection by the ordering eligible agency prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process if the delivery is for 10 motorcycles or less. When delivery exceeds 10 motorcycles per day, there shall be an allowance of 30 days. If delivered equipment is returned to the contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

10. FLUID REQUIREMENTS



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Contractor shall be responsible for notification of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements, i.e. transmission fluid, anti-freeze, oils and lubricants that must be OEM only.

11. IN-SERVICE NOTIFICATION

Motorcycles not placed in service immediately upon receipt shall be warranted from the date the motorcycle is placed in service. The receiving eligible agency shall notify the contractor in writing of the actual in-service date, on forms to be provided for such purpose upon request by the eligible agency.

12. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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.

13. INSURANCE REQUIREMENTS

13.1 Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

13.2 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 might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

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

1. Garage Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the garage business.

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



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- Blanket Contractual Liability – Written and Oral \$1,000,000
- Garagekeepers Legal Liability - Direct Primary Coverage:
 - Each Auto \$ 500,000
 - Each Occurrence \$1,000,000

- a. The policy shall be **endorsed to include direct primary Garagekeepers Legal Liability coverage.**
 - b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor."*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - c. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. **Business Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

- a. The policy shall be **endorsed to include coverage for towing** (if towing services are included in the scope of services in the Contract or part of the normal operations of the Contractor).
 - b. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - c. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - d. Policy shall contain a severability of interest provision.
3. **Worker's Compensation and Employers' Liability**
- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$ 500,000
 - Disease – Each Employee \$ 500,000
 - Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to: Separately, EACH contractor or subcontractors exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



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- B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance 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).
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the **State Procurement Office**) and shall be sent by certified mail, return receipt requested.
- D. ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies duly 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 or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the 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, certified copies of all insurance policies required by this Contract at any time.
- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

14. LICENSES

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

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15. MAINTENANCE AND PARTS

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have maintenance facilities or have specific agreements in force with a third party to provide maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventoried in order to provide quality service on the equipment specified. The State may inspect the maintenance facilities to determine adequacy. Maintenance locations shall be stated where indicated on Attachment I.

16. NEW PRODUCTS

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

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

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

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

17. OPTIONAL EQUIPMENT

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

18. ORDERING SUPPORT

Contractor(s) shall maintain a toll free number and/or website for the purpose of customer/order support. Failure to maintain this service may be cause for cancellation of the contract.

19. OUTRIGHT PURCHASE

The Contractor shall be authorized to sell motorcycles on an outright purchase basis only. No financial or installment payments are a part of this agreement. Title shall transfer to the ordering entity at the time of acceptance, or when the motorcycle(s) is accepted at the user's site.

20. PACKING SLIP

Each shipment shall include a packing slip that, at a minimum, identifies the contract number, the purchase order/contract release order, material or product numbers, nomenclatures and quantities shipped.



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21. PANDEMIC CONTRACTUAL PERFORMANCE

- 21.1 The State shall require a written plan that illustrates how the Contractor shall perform up to the contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.
- 21.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per §41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
- 21.3 The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

22. PRICE INCREASE

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year or for the new model year of the motorcycles. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office 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.

23. PRICE REDUCTIONS

Price reductions may be submitted 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. The contractor shall request, in writing, a price reduction. The contractor shall request, in writing, a price reduction and provide 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.

24. PRICING

All pricing shall be firm fixed and include all freight, warranty costs, and all other costs incidental to the products purchased.

25. PRODUCT DISCONTINUANCE

The State may award contracts for particular products, models and/or product lines of parts as a result of this solicitation. In the event that the manufacturer discontinues a product, model or product line, the State at its sole



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discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product, model or product line and provide the following:

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

26. RECALL NOTICES

In the event of any recall notice, technical service bulletin, or other important notification affecting a motorcycle purchased from any resultant contract, a notice shall be sent to the purchasing eligible agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. **The Contractor shall provide and retrofit at no cost to the State all motorcycles purchased under this contract with motorcycle safety enhancements as a result of the recall.**

27. SAFETY STANDARDS

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

28. SERVICE REQUIREMENTS

28.1 All motorcycles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation.

28.2 Servicing shall include:

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

29. SHOP MANUALS

29.1 The Contractor shall include in with each motorcycle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new motorcycle. At the time of delivery, any ordering eligible agency shall be provided the "**MANUFACTURERS CERTIFICATE OF ORIGIN**" for title purposes.

29.2 The contractor shall provide order forms for shop manuals to requesting eligible agencies. Each individual eligible agency shall be responsible for the costs of the manuals.

30. SUBCONTRACTORS

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this



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Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

31. VEHICLE DECALS

Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation normally installed by the manufacturer on equipment shall not be attached to any motorcycle.

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UNIFORM TERMS AND CONDITIONS – VERSION 8

1. Definition of Terms

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

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;



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- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.

- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.



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- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and



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regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

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

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

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

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

4.5.2. Cancel the Contract; or

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

5. Contract Changes

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

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

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the



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indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

7. Warranties

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

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

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

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



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

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

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

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

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

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

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

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

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

8. State's Contractual Remedies

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

8.2. Stop Work Order.

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

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

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

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



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

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the



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termination notice.

10. Contract Claims

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

11. Arbitration

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

12. Comments Welcome

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

**LINEING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LZ DELTA, LLC, dba GOAZ MOTORCYCLES**

**EXHIBIT B
Scope of Work**

PROJECT

The City will purchase four (4) law enforcement BMW motorcycles from LZ Delta, LLC dba GOAZ Motorcycles.

**LINEING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LZ DELTA, LLC, dba GOAZ MOTORCYCLES**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the Motor Pricing Form and award pursuant to the State of Arizona Contract No. ADSP0130-038704.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$111,582.08 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

For the purchase of four (4) law enforcement BMW motorcycles.

2016/2017 BMW R 1200 RT-P Motor Pricing Form



LZ Delta, LLC DBA: GOAZ Motorcycles
 15500 N Hayden Rd.
 Scottsdale, AZ 85260
 480-398-2545
 Contact: Jay Tucker

Color	Option Code
1 Night Black & Alpine White III	753
0 Night Black (special order)	716 (adds 90 days to lead time)
0 Alpine White III (special order)	751 (adds 90 days to lead time)
0 Saphir Blue (Michigan State Police Blue)	755 (adds 90 days to lead time)
0 Glacier Silver Metallic (South Carolina State Police)	N99 (adds 90 days to lead time)

Quotation:

City of Glendale	Option Code	Price	
0 Dynamic ESA	191	\$828.89	\$19,980.00
0 Gear Shift Assist Pro	222	\$484.44	\$0.00
0 GPS Preparation	272	\$200.00	\$0.00
0 Dynamic Package (204, 219, 224)	238	\$381.11	\$0.00
0 Chrome Exhaust	350	\$148.57	\$0.00
0 Additional Fog Lights	562	\$537.76	\$0.00
0 Public Address Microphone	599	\$552.22	\$0.00
0 Fire Extinguisher	666	\$171.11	\$0.00
0 High Seat Black	610	\$0.00	\$0.00
0 Low Seat Black	778	\$0.00	\$0.00

Special Order Options Do Not Commit To Bid Without First Confirming Availability

The Options Below are Standard Order Deck - Removal is only by Special Order - Option Delete

1 Heated Seat	518	\$155.58	\$155.58
1 Tire Pressure Monitoring	530	\$244.44	\$244.44
1 Cruise Control	538	\$342.22	\$342.22
1 Weather Protection	648	\$242.22	\$242.22

Qty	Item Description	BMW P/N	Order #	Price	Total Price
Per	Emergency Warning Lights (10)				
5	Red LED-X Light	63 17 2 361 718	5	\$114.25	\$571.25
5	Blue LED-X Light	63 17 2 361 719	5	\$114.25	\$571.25
0	Amber LED-X Light	63 17 2 361 720	0	\$114.25	\$0.00
0	White LED-X Light	63 17 2 361 721	0	\$123.48	\$0.00
	Rear Duplex Emergency Warning Light (1)				
0	Duplex LED-X Red / Red	63 17 2 361 728	0	\$364.67	\$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	\$369.80	\$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	\$381.73	\$381.73
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	\$381.73	\$0.00
	Take-Down (4) Alloy (2) TS (2) BT (2) Saddlebag Light (1)				
6	White Torus LED TDL/Alley	63 17 2 361 722	6	\$81.08	\$486.48
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	\$76.77	\$153.54
2	Auxiliary LED Brake/Tail Light	63 17 2 361 728	2	\$59.71	\$119.42
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	\$151.41	\$151.41

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Non-BMW Options or Additional Labor Operations Provided by Dealer

	Price
Basic Authority Build labor for items above	\$300.00
Install Agency provided used radio / moving radar equipment (Kustom Raptor) / ticket printers	\$250.00
Sheep Skin Seat cover	\$147.00
Setcom PTT System	\$790.00
Fabrication to adapt existing rider holsters to fit	\$58.00
	\$0.00
	\$0.00

Units	Quotation valid for 60 days from date noted below.	Total Upfit Price - Page 1	Total Upfit Price - Page 2	Total Upfit Price - Page 3
1	7/28/2016	\$2,980.00	\$812.40	\$802.74

7.95%	Subtotal per Unit with Options	\$25,929.80
	State Sales Tax per unit (if applicable)	\$1,965.88
	Total Price	\$27,895.62 ea.

Vehicle pricing based on AZ State Contract # ADSP013-038704

R 1200 RT-P Motor Pricing Form

K52 SF



Quotation for:

City of Glendale

Additional Accessories

Qty	Item Description	BMW P/N	Order #	Price	Install labor (ea)	Total Price
Per	Additional Accessories					
Dealer Installed Options						
0	Hill Start Control - Enabling Code	77 23 8 538 874	0	\$300.07	\$39.00	\$0.00
0	Shift Assistant Pro (hardware)	23 41 8 538 884	0	\$482.10	\$78.00	\$0.00
0	Shift Assistant Pro - Enabling Code	13 81 8 545 879	0	\$68.00	\$39.00	\$0.00
0	BMW Sport Exhaust System	77 11 8 543 042	0	\$1,022.52	\$158.00	\$0.00
Convenience Options						
0	Extra Ignition Key	51 25 8 540 950	0	\$82.83	\$0.00	\$0.00
0	Stock Side Stand "Kicker" Peg	48 53 2 153 834	0	\$20.37	\$19.50	\$0.00
0	Map Light	71 60 2 407 772	0	\$109.28	\$19.50	\$0.00
0	Work Light	71 60 7 705 570	0	\$41.43	\$19.50	\$0.00
1	Note Pad Holder	65 14 0 421 315	1	\$44.44	\$19.50	\$83.94
0	POLICE Decal Set	82 00 0 419 312	0	\$73.99	\$39.00	\$0.00
0	Rear Flashlight Holder - Right or Left	71 60 2 407 773	0	\$182.04	\$11.70	\$0.00
0	Rear Flashlight / PR24 Holder - Right	71 60 2 407 775	0	\$208.33	\$11.70	\$0.00
1	Rear Flashlight / PR24 Holder - Left	71 60 2 407 776	1	\$208.33	\$11.70	\$220.03
0	Rear Vertical Shotgun Mount	65 14 0 445 541	0	\$494.44	\$39.00	\$0.00
0	M4 Combat Assault Rifle Mount	65 14 2 153 833	0	\$709.88	\$39.00	\$0.00
0	Shotgun / Assault Rifle Mounting Bracket	71 60 2 407 777	0	\$54.83	\$0.00	\$0.00
0	Heated Seat - Low	52 53 8 544 786	0	\$323.80	\$0.00	\$0.00
0	Heated Seat - High	52 53 8 544 782	0	\$323.80	\$0.00	\$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	\$43.17	\$0.00	\$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 8 551 897	1	\$148.01	\$0.00	\$148.01
0	BMW Battery Charger II (1.25 Ah)	72 11 0 419 488	0	\$55.37	\$0.00	\$0.00
0	Power Socket Plug	81 13 8 050 108	0	\$19.58	\$0.00	\$0.00
0	Motorcycle Full Cover	71 60 2 212 982	0	\$100.31	\$0.00	\$0.00
0	Motorcycle Half Cover	71 60 2 212 204	0	\$36.11	\$0.00	\$0.00
0	Rocker Cover Protector Set (Stainless)	77 14 8 533 745	0	\$210.14	\$39.00	\$0.00
Video Integration						
0	Mobile Vision Display Mount	71 60 2 409 959	0	\$36.11	\$15.80	\$0.00
0	Video System Camera Mount	71 60 2 407 779	0	\$20.37	\$15.80	\$0.00
0	Road Warrior Display Head Mount	71 60 2 409 960	0	\$36.11	\$15.80	\$0.00
0	Road Warrior Processor Mount - Radio Box	65 14 2 153 832	0	\$36.58	\$15.80	\$0.00
0	Video System Icon Connection Plug	71 60 2 407 780	0	\$5.67	\$11.70	\$0.00
GPS Navigation						
0	BMW Navigator V GPS Kit Complete	77 52 8 538 030	0	\$743.62	\$87.00	\$0.00
0	GPS Dashboard - Upper	77 31 8 545 887	0	\$105.37	\$21.75	\$0.00
0	GPS Dashboard - Lower	77 31 8 545 888	0	\$89.15	\$21.75	\$0.00
0	GPS Release Push Button	48 53 8 542 042	0	\$1.37	\$21.75	\$0.00
0	GPS Mount Cradle	77 52 7 721 941	0	\$129.86	\$21.75	\$0.00
0	Car Kit for Navigator V	77 52 8 544 460	0	\$118.73	\$0.00	\$0.00
Storage Options						
1	Saddlebag Liners (each)	71 60 7 704 108	1	\$82.41	\$0.00	\$82.41
0	Tank Top Bag	77 45 8 543 227	0	\$275.72	\$11.70	\$0.00

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Option

R 1200 RT-P Motor Pricing Form

K62 SF

Raytheon



Quotation for:

City of Glendale

Additional Accessories

Qty Per	Item Description	B&W P/N	Order #	Price	Install labor (ea)	Total Price
Radio Options						
2	Radio Power Plug Connector	82 00 0 419 534	2	\$8.11	\$11.70	\$35.82
1	Radio Speaker Plug	71 60 2 407 781	1	\$9.21	\$11.70	\$17.91
0	Helmet Headset Interface Plug	71 60 2 407 782	0	\$6.67	\$11.70	\$0.00
1	Microphone Attachment Mount (need kit below)	71 60 2 408 075	1	\$26.85	\$7.80	\$34.65
1	Kustom/Stalker/MIC Remote Attachment Kit	71 60 2 407 778	1	\$11.11	\$7.80	\$18.91
1	Radio "Y" Power Harness	81 11 0 415 843	1	\$38.19	\$0.00	\$38.19
1	Radio Quick Mounting Plate	71 60 2 408 076	1	\$27.78	\$7.80	\$35.58
Accessory Connection Plugs						
1	Accessory Connection Plugs (3)	71 60 2 407 783	1	\$6.88	\$11.70	\$18.58
0	Tyco DUAC Release Tool w/sockets (25)	71 60 2 407 784	0	\$36.85	\$0.00	\$0.00
Radar Options						
0	Front 12v Power Outlet (lighter style)	71 60 2 407 785	0	\$58.48	\$38.00	\$0.00
0	Fused Front Power Socket Harness	71 60 2 408 958	0	\$30.66	\$11.70	\$0.00
1	Radar Connection Plug	71 60 2 407 786	1	\$5.48	\$11.70	\$17.18
0	Kustom Eagle Display Head Mount	71 60 2 407 787	0	\$44.44	\$19.50	\$0.00
1	Kustom Raptor Display Head Mount	71 60 2 407 788	1	\$44.44	\$19.50	\$63.94
1	Kustom Raptor Radar Counter Mount	85 14 2 159 829	1	\$32.88	\$19.50	\$52.38
0	Kustom Ka Band Front & Rear Antenna Mounts	71 60 2 407 789	0	\$87.59	\$11.70	\$0.00
1	Kustom K Band Front & Rear Antenna Mounts	71 60 2 407 790	1	\$70.37	\$11.70	\$82.07
1	Kustom Radar Remote Control Mounting Plate	71 60 2 407 791	1	\$22.22	\$11.70	\$33.92
1	Kustom/Stalker/MIC Remote Attachment Mount	71 60 2 407 778	1	\$11.11	\$7.80	\$18.91
0	MPH Bee III Display Head Mount	71 60 2 407 957	0	\$42.59	\$19.50	\$0.00
0	Stalker DSR 2X Display Head Mount	71 60 2 407 792	0	\$43.52	\$19.50	\$0.00
0	Stalker Dual Waterproof Display Head Mount	71 60 2 407 793	0	\$64.20	\$19.50	\$0.00
0	Stalker Front & Rear Antenna Mounts	71 60 2 407 794	0	\$87.59	\$11.70	\$0.00
0	Stalker Radar Remote Control Mounting Plate	71 60 2 407 774	0	\$24.07	\$7.80	\$0.00
0	Stalker Radar Counter Mount (radio box lid)	71 60 2 407 795	0	\$25.93	\$11.70	\$0.00
1	Radar / Lidar Gun Adaptor Plate	71 60 2 409 958	1	\$22.22	\$11.70	\$33.92
0	Kustom Talon Radar Gun Mount	85 14 0 415 855	0	\$201.23	\$11.70	\$0.00
0	LTI 20/20 Lidar Gun Mount	85 14 0 415 856	0	\$201.23	\$11.70	\$0.00
0	Kustom Pro-Laser 3 Lidar Gun Mount	85 14 0 415 857	0	\$201.23	\$11.70	\$0.00
0	Stalker II Radar Gun Mount	85 14 0 431 484	0	\$88.87	\$11.70	\$0.00
0	Decatur Genesis Radar Gun Mount	85 14 0 445 545	0	\$122.89	\$11.70	\$0.00
0	Stalker Lidar Gun Mount	85 14 0 415 846	0	\$180.99	\$11.70	\$0.00
Note: The Mounts Below Have Been Delayed Until Late Summer 2015						
0	Kustom Talon Radar Gun Mount	71 60 2 407 796	0	\$246.91	\$11.70	\$0.00
0	Decatur Genesis Radar Gun Mount	71 60 2 407 797	0	\$246.91	\$11.70	\$0.00
0	Kustom Pro-Laser 3 Lidar Gun Mount	71 60 2 407 798	0	\$246.91	\$11.70	\$0.00
0	Kustom Pro-Laser 4 Lidar Gun Mount	71 60 2 407 799	0	\$246.91	\$11.70	\$0.00
0	Stalker II Radar Gun Mount	71 60 2 407 800	0	\$246.91	\$11.70	\$0.00
0	Stalker X-Series Lidar Gun Mount Bracket	71 60 2 407 801	0	\$246.91	\$11.70	\$0.00
0	LTI 20/20 Lidar Gun Mount	71 60 2 407 802	0	\$246.91	\$11.70	\$0.00
0	LTI TrueSpeed Lidar Gun Mount	71 60 2 407 803	0	\$246.91	\$11.70	\$0.00
0	LTI TrueSpeed S/Sx/Se Monocular Mount	71 60 2 407 804	0	\$246.91	\$11.70	\$0.00

More options