



## Invitation for Bid

Solicitation No.: ADSP013-00002453

PAGE  
1

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

### Notice of Invitation for Bid

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

#### LATE BIDS WILL NOT BE CONSIDERED.

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

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



# Invitation for Bid

Solicitation No.: ADSP013-00002453

PAGE  
2


Description: Statewide Law Enforcement Motorcycles

OF  
44

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## Table of Contents

Offer and Acceptance Form.....	3
Specifications .....	4
Special Terms and Conditions.....	8
Uniform Terms and Conditions.....	20
Special instructions to Offerors.....	28
Uniform Instructions to Offerors.....	33
Attachment I – Supplemental Pricing Information.....	39
Attachment II – Upfit/Modification Subcontractors.....	42
Attachment III – Offeror’s References.....	43
Exhibit A – Quote Sheet Example.....	44

	<b>Offer and Acceptance</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Contract No.:	PAGE 3	
Description: Statewide Law Enforcement Motorcycles		OF 44	

**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.:

\_\_\_\_\_

Federal Employer Identification No.:

\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization    **IS/**    **IS NOT** a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.


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

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

\_\_\_\_\_ 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** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

\_\_\_\_\_  
 Procurement Officer

	<b>Specifications</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-00002453	PAGE 4	
	Description: Statewide Law Enforcement Motorcycles	OF 44	

## 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
- 3.3 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
  - 3.3.4 Date of Manufacture

	<h1>Specifications</h1>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-00002453	PAGE 5	
	Description: Statewide Law Enforcement Motorcycles	OF 44	

#### 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
- 5.1.3 Vehicle Identification Number (VIN)



# Specifications

Solicitation No.: ADSP013-00002453

PAGE  
6

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 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

Solicitation No.: ADSPO13-00002453

PAGE  
7

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## 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

Solicitation No.: ADSP013-00002453

PAGE  
8

Description: Statewide Law Enforcement Motorcycles

OF  
44

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.





# Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
9

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

“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](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](http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp). Any alternate Quarterly Usage Report



# Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
10

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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.

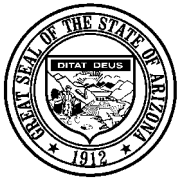
### 5. CONFIDENTIALITY OF RECORDS

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



# Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
11

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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



# Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
12

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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



# Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
13

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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



# Special Terms and Conditions

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

Solicitation No.: ADSP013-00002453

PAGE  
14

Description: Statewide Law Enforcement Motorcycles

OF  
44

- 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.



# Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
15

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 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.



# Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
16

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## 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.





# Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
17

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## 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:

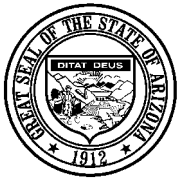
- A formal announcement from the manufacturer that the cost of the contract product has been reduced.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the State, the actual cost reduction.
- Documentation showing that the published cost reductions have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



## Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
18

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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



## Special Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
19

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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.



# Uniform Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
20

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## 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;



# Uniform Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
21

Description: Statewide Law Enforcement Motorcycles

OF  
44

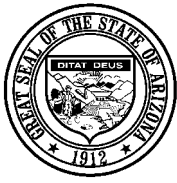
State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

- 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.



# Uniform Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
22

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 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



# Uniform Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
23

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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.

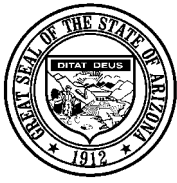
## 6. Risk and Liability

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



# Uniform Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
24

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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

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

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, 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;





# Uniform Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
25

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 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.



# Uniform Terms and Conditions

Solicitation No.: ADSP013-00002453

PAGE  
26

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 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



# Uniform Terms and Conditions

Solicitation No.: ADSPO13-00002453

PAGE  
27

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

termination notice.

## 10. Contract Claims

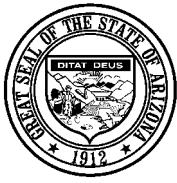
All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

## 11. Arbitration

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

## 12. Comments Welcome

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



# Special Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
28

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## 1. DEFINITIONS

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

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

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

"Amendments" means solicitation amendments.

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

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

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

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

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

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

"Bid Solicitation" means solicitation.

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

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

"Buyer" means procurement officer.

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

"Description" means the solicitation's title.

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

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

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

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



# Special Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
29

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

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

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

"Pre Bid Conference" means pre-offer conference.

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

"Quote" means offer.

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

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

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

"Purchaser" means procurement officer.

## 2. PRE-BID CONFERENCE

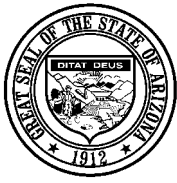
- 2.1 Information concerning the time and location of the pre-proposal conference may be found on the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>).
- 2.2 The purpose of the conference is to clarify the contents of the solicitation in order to prevent any misunderstanding of the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

## 3. INQUIRIES

- 3.1 All questions related to this Invitation for Bid shall be directed to Kianie R Putnam at [Kianie.Putnam@adoa.gov](mailto:Kianie.Putnam@adoa.gov). Questions should be submitted via the Q & A function in ProcureAZ or by email if necessary. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. Inquiries received less than 72 hours prior to the bid opening date may not be responded to before bids are due.
- 3.2 Offerors shall not contact the employees of the eligible agencies concerning this procurement while the proposal and evaluation are in process.

## 4. OFFER SUBMITTAL

- 4.1 Paragraph 4.1 of Uniform Instructions to Offerors shall not apply to this solicitation. Offers shall be submitted as specified below. Failure to include any of the requested information may result in the Offer being determined non-responsive.
- 4.2 PROCUREAZ Offer Submission, Due Date and Time. Offers in response to this solicitation shall be submitted within the State's eProcurement system, PROCUREAZ (<https://procure.az.gov>). Please be



# Special Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
30

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the PROCUREAZ Help Desk ([procure@azdoa.gov](mailto:procure@azdoa.gov) or 602-542-7600).

- 4.3 **Electronic Documents.** The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 4.4 **Offer and Acceptance.** All Offers shall include a signed Offer and Acceptance form (Page 1 of this solicitation). The Offer and Acceptance Form shall be downloaded from ProcureAZ, printed, and signed by the person submitting the Proposal. The signed document shall be uploaded on ProcureAZ and submitted electronically as an attachment to the submitted bid no later than the Bid due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the Proposal.
- 4.5 **Acknowledgement of Solicitation Amendments.** All Solicitation Amendments shall be acknowledged electronically prior to the Proposal due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Proposal.
- 4.6 **Required Documents.** Offers shall include the following documents completed in the format provided and according to any instructions contained within the document or within this solicitation. Complete and submit all information requested. Information will be utilized in the bid evaluation process. Failure to complete and submit all required information may deem the Offeror non-responsive.
  - 4.6.1 **Signed Offer and Acceptance Form**
  - 4.6.2 **Attachment I – Supplemental Pricing Information**
  - 4.6.3 **Attachment II – Upfit/Modifications Subcontractors**
  - 4.6.4 **Attachment III – Organizational Profile**
  - 4.6.5 **Complete Set of Specifications for Each Motorcycle included in the offer.**
  - 4.6.6 **Build Sheet for Optional Upfitting/Modifications and Installation Rates**
  - 4.6.7 **Parts Catalog**
- 4.7 **Price Submission.** All Law Enforcement Motorcycle pricing shall be submitted in the appropriate line items in ProcureAZ. All other pricing shall be submitted in the appropriate section of Attachment I, Supplemental Pricing Information.
  - 4.7.1 Offerors shall indicate "No Bid" for the ProcureAZ line items for any motorcycle model in which the Offeror is not submitting a bid. The Offer shall not be evaluated for a motorcycle model where "No Bid" is indicated in that corresponding ProcureAZ line items.

Item	Print Seq.	Questions Exist	Description							
			Quantity	UOM	Unit Cost	Discount %	Tax Rate	Freight	Extended Amount	No Bid
1	1.0	No	BMW Police Motorcycle R 1200 RT-P							
			1.0	Mo	0.00	0.00		0.00	0.00	<input checked="" type="checkbox"/>



# Special Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
31

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 4.7.2 Law Enforcement Motorcycle pricing shall be submitted in ProcureAZ as Line Items and shall include the price for each fully assembled road ready base motorcycle model according to the Specifications.
- 4.7.3 The offeror shall also complete a line item in ProcureAZ for the base motorcycle model with the standard emergency equipment components (as listed in section 4.4.1 of the Specifications) installed by the manufacturer prior to delivery.
- 4.7.4 Pricing for all other products/services offered shall be for items as described in Attachment I.
- 4.7.5 Pricing shall not include applicable state and local taxes. The eligible agency shall pay all applicable taxes. Taxes shall be listed as a separate item on all invoices.
- 4.7.6 Offerors shall provide a discount off list price for parts and accessories. Manufacturer's parts price list shall be included with the submitted offer.
- 4.7.7 Pricing shall be submitted with the offer on the following required items;
- Base Model Law Enforcement Motorcycles
  - Law Enforcement Motorcycles assembled with emergency equipment installed
  - Percent (%) Discount off List Price for Motorcycle Parts and Accessories
  - Hourly Labor Rates
  - Training
- 4.7.8 Offerors are requested to provide pricing for the following optional items. These optional pricing will not be considered in evaluation. The State may elect to include any optional pricing on the contract.
- Extended Warranties
  - Maintenance/Service Agreements

4.8 Acceptable Formats. Proposal electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Offerors wishing to submit files in any other format shall get prior written approval from the Procurement Officer.

## 5. EVALUATION

Bids shall be evaluated in accordance with A.A.C. R2-7-B312 to determine which offer provides the lowest cost to the state in accordance with any objectively measurable factors set forth in the solicitation. Price evaluation for all required items shall be limited to unit prices and/or extended unit prices and shall not include any corresponding taxes that may be associated. Price evaluation shall not include any item that is described as optional.

## 6. AWARD

- 6.1 In accordance with the Arizona Procurement Code 41-2533, competitive sealed bidding, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the solicitation.
- 6.2 Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.



## Special Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
32


Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 6.3 Notice to Proceed. Contractors shall commence with the performance of the Contract upon receipt of a Notice to Proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract. **Proper insurance documentation that meets the requirements stated in paragraph 14 of the Special Terms and Conditions shall be provided by the offeror and on file with the State Procurement Office prior to notice being given.**



	<b>Uniform Instructions to Offerors</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-00002453	PAGE 33	
Description: Statewide Law Enforcement Motorcycles	OF 44		

**UNIFORM INSTRUCTIONS TO OFFERORS – VER 3-7-2011**

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

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

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

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

“*Contractor*” means any person who has a Contract with the State.

“*Days*” means calendar days unless otherwise specified.

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

“*Offer*” means bid, proposal or quotation.

“*Offeror*” means a vendor who responds to a Solicitation.

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

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

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

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

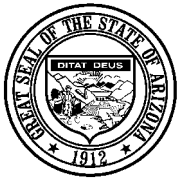
“*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.

**2. Inquiries**

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

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

2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing.



# Uniform Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
34

Description: Statewide Law Enforcement Motorcycles

OF  
44

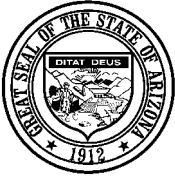
State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

- 2.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
  - 3.4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.



# Uniform Instructions to Offerors

Solicitation No.: ADSP013-00002453

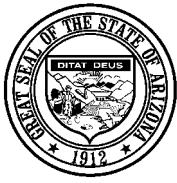
PAGE  
35

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9. Provision of Tax Identification Numbers.
- 3.9.1. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 3.9.2. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.12.1 Special Terms and Conditions;
- 3.12.2 Uniform Terms and Conditions;
- 3.12.3 Statement or Scope of Work;



# Uniform Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
36

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 3.12.4 Specifications;
- 3.12.5 Attachments;
- 3.12.6 Exhibits;
- 3.12.7 Special Instructions to Offerors;
- 3.12.8 Uniform Instructions to Offerors; and
- 3.12.9 Other documents referenced or included in the Solicitation.

3.13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

3.15. Offshore Performance of Work Prohibited

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

## 4. Submission of Offer

4.1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

4.2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.

4.3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.



# Uniform Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
37

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

4.5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

## 5. Evaluation

5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.

5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.

5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.7.1 Waive any minor informality

5.7.2. Reject any and all Offers or portions thereof

5.7.3 Cancel the Solicitation

## 6. Award

6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.



## Uniform Instructions to Offerors

Solicitation No.: ADSP013-00002453

PAGE  
38

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

### 7. Protests

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

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

### 8. Comments Welcome

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



# Attachment I

Solicitation No.: ADSP013-00002453

PAGE  
39

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## SUPPLEMENTAL PRICING INFORMATION

Contractors shall provide the following information. If additional space is needed, please attach additional sheet(s) to completely answer each section.

### 1. ADDITIONAL PRICING INFORMATION

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

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

- **Sales Tax Percent:** \_\_\_\_\_ %. (See Uniform Instructions to Offerors, paragraph 3.10)

### 2. SPECIAL PAINT REQUIREMENTS

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

### 3. MAINTENANCE LOCATIONS

- Provide locations for maintenance and/or warranty support below. Refer to Special Terms and Conditions 18 for further instruction.

### 4. DELIVERY CHARGES

- Please indicate the delivery charge that may be incurred for deliveries made outside of the contractor's county (example: price per county or price per mile). Refer to Special Terms and Conditions, paragraph 9.2.



# Attachment I

Solicitation No.: ADSP013-00002453

PAGE  
40

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## 5. OEM PARTS CATALOG AND LABOR RATES

- For items not covered under warranty, specify pricing for the following items:
  - Attach a catalog of OEM parts that will be offered and include the percentage (%) off parts.
  - Attach a list of standard labor rates and include the percentage (%) off.

## 6. TRAINING – SERVICE AND REPAIR

Provide complete training description for service and repair training that satisfies requirements as stated in Section 8 of Specifications.

## 7. MOTORCYCLE WARRANTIES

- **Manufacturers Standard New Motorcycle Warranty:** Indicate below the manufacturer's standard new motorcycle warranty (example: fender to fender, etc.).

- **Length of Warranty** (example: 36 months, unlimited miles): \_\_\_\_\_

### 7.1 Extended Warranty (optional)

- Indicate if an extended warranty will be offered with the bid offering. Describe in detail the terms and conditions associated with the extended warranty.

**COST:** \_\_\_\_\_

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





# Attachment I

Solicitation No.: ADSP013-00002453

PAGE  
41

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## 8. MAINTENANCE SERVICE AGREEMENT (optional)

Maintenance Agreements: Contractors may offer maintenance agreements for general maintenance and routine shop labor rates for motorcycles offered on this contract. Contractors shall submit pricing information for any maintenance agreements along with the associated terms.

- Indicate Manufacturer's New Motorcycle Service Agreement (optional):

**COST:** \_\_\_\_\_

**DEDUCTIBLE:** \_\_\_\_\_

- Indicate Manufacturer's Extended New Motorcycle Service Agreement (optional):

**COST:** \_\_\_\_\_

**DEDUCTIBLE:** \_\_\_\_\_

## 9. BUY BACK OF POLICE MOTORCYCLES (optional)

Any contractor that offers a buyback program on police motorcycles shall complete the following information and attach any documentation referencing a buyback program, and its requirements, to include mileage and motorcycle condition.

- Who offers the buyback program?       The manufacturer       The dealer
- Guaranteed Buy Back Price Per Unit:      Brand: \_\_\_\_\_ Mileage Requirement: \_\_\_\_\_



# Attachment II

Solicitation No.: ADSP013-00002453

PAGE  
42

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## UPFIT/MODIFICATIONS SUBCONTRACTORS

Check one of the following:

The current business model is as follows:

Manufacturer

Subcontractor

If you will be using a subcontractor for upfitting/modifications, list the principal subcontractors (if applicable) used for motorcycle upfit/modifications and the primary upfit/modifications focuses:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Primary Upfit/Modifications Focuses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Primary Upfit/Modifications Focuses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Primary Upfit/Modifications Focuses:

\_\_\_\_\_  
\_\_\_\_\_



# Attachment III

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

Solicitation No.: ADSP013-00002453

PAGE  
43

Description: Statewide Law Enforcement Motorcycles

OF  
44

## ORGANIZATIONAL PROFILE

Contractors shall submit a completed copy of the Organizational Profile. Failure to fully address all questions may cause the bid to be determined non-responsive.

<b>Firm Name</b>			
<b>Number of Years in Business</b>		<b>Principal Business Address</b>	
<b>Telephone Number</b>		<b>Other/Former Names under which your Organization has operated</b>	
<b>CONTRACT REPRESENTATIVES TO CONTACT</b>			
<b>Name</b>	<b>Title</b>	<b>Telephone Number</b>	<b>E-Mail Address</b>
1			
2			
<b>CUSTOMER SERVICE INFORMATION</b>			
<b>Toll Free Number</b>		<b>Website</b>	
<b>EXPERIENCE/REFERENCES</b>			
Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years.			
<b>Please make sure all information is accurate and easily verifiable.</b>			
1	<b>Client Company</b>	<b>Contact</b>	<b>Begin Date</b> <b>End Date</b>
	<b>Address</b>	<b>Phone Number</b>	<b>Email Address</b>
	<b>Services Provided</b>		
2	<b>Client Company</b>	<b>Contact</b>	<b>Begin Date</b> <b>End Date</b>
	<b>Address</b>	<b>Phone Number</b>	<b>Email Address</b>
	<b>Services Provided</b>		
3	<b>Client Company</b>	<b>Contact</b>	<b>Begin Date</b> <b>End Date</b>
	<b>Address</b>	<b>Phone Number</b>	<b>Email Address</b>
	<b>Services Provided</b>		



# Exhibit A

Solicitation No.: ADSPO13-00002453

PAGE  
44

Description: Statewide Law Enforcement Motorcycles

OF  
44

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

## Quote Sheet Example

State of Arizona Contract  
Statewide Law Enforcement Motorcycles

State Contract #	ProcureAZ Line Item #	Motorcycle Description—Make, Model, Motorcycle Code,

Quotation #	Date	Proposed Shipping Date

Motorcycle Model Requested				
Quantity	Model	Description	Unit Price	Total

Manufacturer Options, Upgrades or Upfit/Modifications Requirements:				
Quantity	Item	Description	Unit Price	Total

Subtotal (Including Destination and Options)	\$
Upfit/Modification Requirements	\$
Sales Tax	\$
Delivery Fee	\$
Total Delivered Price	\$

Quotation valid for \_\_\_\_\_ days.

Quotation prepared by: \_\_\_\_\_

Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: \_\_\_\_\_