

CITY CLERK ORIGINAL

C-8404
03/26/2013

AGREEMENT FOR

Purchase of three (3) Police Motorcycles City of Glendale Solicitation No. IFB 13-33

This Agreement for the purchase of three (3) police motorcycles ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Coyote Honda, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the 26th day of March, 2013.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 13-33 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$72,352.00, as specifically detailed in **Exhibit B** (the "Compensation").

4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance

coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
- (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
- (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
- (4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
- (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
- (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. **Foreign Prohibitions.** Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. **Notices.**

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. **Contractor.** Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Coyote Honda
c/o Kris Price
10555 West Papago Freeway
Avondale, AZ 85323

- b. **City.** City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Dave Harvey
6210 West Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. **Concurrent Notices.**

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

- 13.2 **Interpretation.**
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 13.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term.** The term of this Agreement commences upon the effective date and continues for a one-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional one-year term. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. Price adjustments will only be reviewed during the thirty (30)-day Agreement renewal period. There are no automatic renewals of this Agreement.
15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------------|
| Exhibit A | Project |
| Exhibit B | Compensation |
| Exhibit C | Dispute Resolution |

(Signatures appear on the following page.)

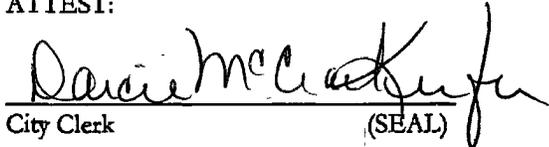
The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

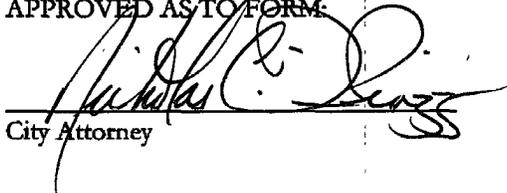


By: Horatio Skeete
Its: Acting City Manager

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

Coyote Honda,
an Arizona corporation



By:
Its: President

EXHIBIT A

Purchase of three (3) Police Motorcycles

PROJECT

[See attached]

| | | |
|--|--|---|
|  GLENDALE | Solicitation Number: IFB 13-33 POLICE MOTORCYCLES | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
|--|--|---|

1.0 INTRODUCTION

The City of Glendale ("City") is issuing an Invitation for Bid ("IFB") to purchase an initial order of 3 Honda motorcycles or as budgetary conditions will permit. These motorcycles will be used by the City's Police Department.

The bidder shall check the YES or NO boxes for each specification on each page of section 1. If the bidder checks the NO box for any specification, the bidder must provide an explanation and alternate information as an attachment to section 3. Failure to comply with the following specifications may result in the rejection of proposal

| Item No. | SPECIFICATIONS | Comply |
|----------|--|---|
| 1.1 | It is the intent of the City of Glendale to award a contract with an initial order of 3 new Honda ST13000PA9 Police Motorcycles | |
| 1.1.1 | The units shall be of a quality and prepared for used by the City's Police Department. | |
| 1.1.2 | Any omission from these specifications shall not relieve the contractor from the responsibility of furnishing an operational system complete with all necessary components, accessories, controls, technical documentation, and supervision for efficient operation. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.1.3 | The motorcycles shall be Honda ST1300P ABS motorcycles, no exceptions without approval. Units shall be bid as complete units with options specified. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.1.4 | This unit, as specified, shall be completely assembled, mounted, and adjusted with all equipment installed and ready for continuous operation upon delivery to the City. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.2 | Engine Type: 1261cc liquid-cooled longitudinally mounted 90 degree V-4 | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.3 | Bore and Stroke: 78mm x 66mm | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.4 | Compression Ratio: 10:8:1 | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.5 | Valve Train: DOHC; 4 valves per cylinder | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.6 | Carburetion: PGM-FI with automatic enricher circuit | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.7 | Ignition: Computer controlled digital with three dimensional mapping and electronic advance | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.8 | Transmission: 5 speed | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.9 | Final Drive: Shaft | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.10 | Suspension: | |
| 1.10.1 | Front: 45mm HMAS fork; 4.6 inches travel | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.10.2 | Rear: HMAS gas-charged single shock with 5 potion spring preload adjustability; 4.8 inches travel | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |



Solicitation Number: IFB 13-33
POLICE MOTORCYCLES

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

| Item No. | SPECIFICATIONS | Comply | |
|-------------|---|---|-----------------------------|
| 1.11 | Brakes: | | |
| 1.11.1 | Front: Dual full-floating 320mm discs with CBS 3-piston calipers | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.11.2 | Rear: Single 316mm disc with CBS 3-piston caliper with ABS | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.12 | Tires: | | |
| 1.12.1 | Front: 120/70ZR-18 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.12.2 | Rear: 170/60ZR-17 | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.13 | Wheelbase: 58.7 inches | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.14 | Rake (Caster Angle): 26.0 degrees | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.15 | Trail: 98mm (3.9 inches) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.16 | Seat Height: 31.1 inches (+/- 0.6 inches) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.17 | Fuel Capacity: 7.7 gallons | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.18 | Color: White | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.19 | Curb Weight: 743 pounds | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.20 | Additional Equipment (tax and labor for installation must be included) | | |
| 1.20.1 | Sheepskin Seat Cover (Part # SSC-ST) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.20.2 | Front and Rear Crash Bars (Part # 1300-000) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.20.3 | Heated Grips (Part # 0631-0037) (Hot Grips aftermarket brand) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.20.4 | Handlebar Risers (Part # HC0303GP) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.21 | AEP Equipment Purchase and Installation AEP is the selected vendor to provide emergency lighting, equipment, and installation. All costs, including labor, associated with the AEP installation shall be included in the final unit cost. | | |
| 1.21.1 | Predator II Red/Blue Dual LED Deck/Grill Light with bracket and 5' cable (Part # EP2DGS1J) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.21.2 | Bracket for EP2DGS1J lights for motorcycle installation (Part # BR0022) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.21.3 | Predator II "Red" Single Surface Mount (SSM) (Part # EP2SSMDBR) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.21.4 | Predator II "Blue" Single Surface Mount (SSM) (Part # EP2SSMDBB) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.21.5 | Surface mount crash bar bracket "Pair" (Parts # PRDSMMLBM) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.21.6 | U-90 100 watt siren control with public address amp for a Honda 1300 motorcycle (Part # U750H) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.21.7 | Cable with remote microphone jack (Part # UCAR) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| 1.21.8 | Standard plug in, noise-canceling, public address microphone for a Federal Signal or Unitrol siren system (max=15) (Part # UMNCT-SB) | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |



Solicitation Number: IFB 13-33
POLICE MOTORCYCLES

CITY OF GLENDALE
 Materials Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona 85301

| Item No. | SPECIFICATIONS | Comply |
|-------------|--|---|
| 1.21.9 | 100-watt chrome siren speaker for a motorcycle (Part # MC100-02) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.10 | Install state bid lighting package, siren, speaker, and wire to operate air horn with public address system (Part # L-ht 1300-sb-1) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.11 | MH 13 Mirror Mount for mounting lights on a Honda ST 1300 (Part # 1300-MT) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.12 | Auxiliary fuse block (max=50) (Part # AFB400) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.13 | Note Pad Holder for a Honda ST1300 (Part # BB-NPH-ST1300) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.14 | Custom fabricated remote head radio mount for a Motorola remote head on a Honda ST1300 (Part # AEP-Rem-Head-Radio-Mt) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.15 | Chrome mounting bracket (Part # 14.0571) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.16 | 12-volt DC power outlet with protective red cap (max=50) (Part # 425-2273) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.17 | 17 foot NMO RG58 coax cable-no mount with 3/8" hole thick plate mount (Part # K794) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.18 | Low profile NMO style antenna (Part # MLPV450) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.19 | Plug in headlight flasher for a 2006 Ford Crown Victoria (max=20) (Part # ETHIFPO-06+) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.20 | Red LED Non-Flashing Prewired Pigtail 1/4" mount (Part # 73581) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.21 | Stacked dual lamp LEDX LED surface mount light head with a built in flasher unit and black housing, amber/red Not: red is a stop/turn/tail (Part # LXEXB2F-AR-STT) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.22 | 2 outlet LED multi-pattern strobe flasher unit (max=50) (Part # 11.1005.SF) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.23 | Bracket for attaching a Kustom Signal Motorcycle Radar Gun Holder on a Honda 1300ST(Part # BB-BRKT-RGH-HONDA) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.24 | PRO Laser Gun Holster with lock (Harley), Black ABS Plastic (Part # 015-0615-03) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.25 | Side-by-Side dual lamp LED X/LED surface mount light with a built in flasher unit and black housing, blue/red – Forward Facing in front of radio (Part # LXTABF-BR) | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.21.26 | The City of Glendale will supply with following items for final installation by AEP: Radio, microphone with extension, radio speakers, radio harness, push to talk system | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.22 | Manuals | |
| 1.22.1 | Shall supply 1 copy, CD preferred | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.22.2 | Maintenance, Parts, and Operator's Manuals | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 1.23 | Keys: Minimum of 2 sets of keys required | |

| | | |
|---|---|--|
|  | <p align="center">Solicitation Number: IFB 13-33</p> <p align="center">POLICE MOTORCYCLES</p> | <p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p> |
|---|---|--|

| Item No. | SPECIFICATIONS | Comply |
|----------|--|---|
| 1.24 | Warranty: Minimum warranty shall be for a 1-year, unlimited miles/hours on the full vehicle/equipment. Include warranty information as an attachment to these specifications. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | END | |

| | | |
|---|--|---|
|  | Solicitation Number: IFB 13-33 POLICE MOTORCYCLES | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
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3.0 ADDITIONAL SUBMISSION REQUIREMENTS / ALTERNATIVES

The bidder shall check the YES or NO boxes for each specification on each page of Section 1. If the bidder checks the NO box for any specification, the bidder must provide an explanation and alternate information as an attachment to this section.

| Item No. | SUPPLEMENTAL SPECIFICATION QUESTIONNAIRE | Comply |
|------------|---|---|
| 3.1 | Warranty Repair Work | |
| 3.1.1 | Is the facility location where all off-site warranty and service work will be done located in the Phoenix metropolitan area? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.1.2 | Is the facility a factory authorized repair facility? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.1.3 | Does the facility have the ability to pick-up and or deliver the vehicle/equipment from or to a location (transportation service) designated by the City? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.1.4 | Will the response time between after receiving a request for pick-up and dispatching transportation service be under 24 hours? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.1.5 | Do the mechanics have factory authorized certifications? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.1.6 | Has the facility provided warranty repair and service on the vehicle/equipment offered for longer than 5 years? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.1.7 | Does the facility provide priority service of repairs for the vehicle/equipment requested? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.2 | Requested Parts Lists | |
| 3.2.1 | The City requires a list of the standard manufacturer's warranties which includes all major components of the vehicle/equipment. Has the requested list been included in the bid? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.2.2 | The City requires a list of parts and associated costs for wear items (not warranty) that the City will need to purchase and inventory for the first 2 years of operation and in accordance to section 2.19 of the Special Terms and Conditions. The City of Glendale Equipment Management shop will be servicing and maintaining the vehicle/equipment and requires the estimated list of wear items. Has the requested list been included in the bid? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |



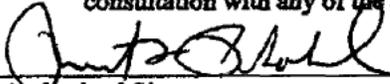
Solicitation Number: IFB 13-33
POLICE MOTORCYCLES

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

| Item No. | SUPPLEMENTAL SPECIFICATION QUESTIONNAIRE | Comply |
|----------|---|---|
| 3.2.3 | Percentage off motorcycle parts and catalog items <u>15</u> % | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.3 | References | |
| | Provide with the bid, 3 letters of reference from companies for whom the Contractor has provided similar products/services in the last 12 months. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this bid. Have the requested references been included in the bid? | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

| | | |
|---|--|---|
|  | Solicitation Number: IFB 13-33 POLICE MOTORCYCLES | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
|---|--|---|

4.0 BIDDER SHEET The bidder certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Bidder also certifies that the prices offered were independently developed without consultation with any of the other bidders or potential bidders.

| | |
|---|--|
|  Authorized Signature | President Title |
| Coyote Honda Company's Legal Name | coyotehonda@hotmail.com Company Email Address |
| 10555 W Papago Freeway Address | Avondale AZ 85323 City, State & Zip code |
| 623-463-5700 Telephone Number | 623-388-5878 Fax Number |
| coyotehonda@hotmail.com Authorized Signer's Email Address | |

For questions regarding this offer: (If different from above)

| | | |
|--|------------------------------|----------------------------|
| Kris Price Contact Name | 623-463-5700 Phone Number | 623-388-5878 Fax Number |
| coyotehonda@hotmail.com Contact Email Address | | |

FEDERAL TAXPAYER ID NUMBER: [REDACTED]

Arizona Sales Tax No. [REDACTED] Tax Rate 8.8% / 9.8%

Bidder certifies it is a: Proprietorship Partnership Corporation

Minority or woman-owned business: Yes No

| | | |
|---|--|---|
|  | Solicitation Number: IFB 13-33 POLICE MOTORCYCLES | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
|---|--|---|

5.0 PRICE PAGE

The quantities referenced in this solicitation are an estimate ONLY and are to be used for evaluation purposes only. No commitment of any quantity is made during this contract; purchases are on an as-needed, if needed basis.

The not-to-exceed amount shall include all fees and costs associated with the purchase and shipment of the vehicles/equipment. Tax shall not be included.

5.1 PRICING STRUCTURE

3 Each Honda 1300ST Police Motorcycles (including Specifications Items 1.1 through 1.24)

All costs, including labor, associated with the AEP installation shall be included in the final unit cost.

5.1.1 Unit Price (excluding tax): \$ 21,995.00

5.1.2 Manufacturer/Model: 2012 HONDA ST1300PA

5.2 AMOUNT NOT TO EXCEED - Unit Price times 3 equals:

\$ 65,985.00

5.3 DELIVERY Bidder states that the units ordered against the resulting contract period will be delivered within 90 calendar days after receipt of order. Failure to deliver units to the City on or before the indicated number of calendar days may result in Liquidated damages per Section 2.16 of the Special Terms and Conditions. Vehicle/equipment delivery will not be considered complete until all required documents and manual are provided.

COMPANY NAME: COYOTE HONDA

| | | |
|---|--|---|
|  | Solicitation Number: IFB 13-33 POLICE MOTORCYCLES | CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
|---|--|---|

5.4 **EXTENDED WARRANTY** Extended warranties offered beyond the minimum 1-year warranty (Specification section 1.24) will be offered at the following costs.

If the standard warranty issued is beyond the minimum 1-year required, indicate a cost of zero for each additional year covered under the standard warranty offered. If no warranty is offered for a year listed below, than enter "N/A" in the space provided.

Year 2: \$ ZERO Year 3: \$ ZERO

Year 4: \$ N/A Year 5: \$ N/A

5.5 **TRANSPORTATION SERVICE FEE** Pick-up and or delivery of the vehicle/equipment from or to a location designated by the City. It is anticipated that this service would only be requested during normal business hours and within Glendale city limits.

Normal Business Hours (8 AM to 5 PM) \$ 81

After Normal Business Hours (5 PM to 8 AM) \$ 121

5.5 **TAX AMOUNT** Do not include any use tax or federal tax in your bid. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Tax % 8.8

5.6 **PROCUREMENT CARD ORDERING CAPABILITY** See Section 2. Please check appropriate box.

YES, I will accept payment under this contract with the Procurement Card.

NO, I will not accept payment under this contract with the Procurement Card.

5.7 **DISCOUNT/PAYMENT TERMS:** The City standard is 2% 20 days.

Comply: YES NO

If your answer is NO, please state terms offered: 15 DAYS PAYMENT

COMPANY NAME: COYOTE HONDA



Alternate bid information: IFB 13-33

1.21 Coyote Honda will do all the installation of the emergency lighting at our dealership. We do not use any sub contract vendors.

1.21.26 Coyote Honda will install the radio, microphone with extension, radio speakers, radio harness, and push to talk system at no charge to the City of Glendale.

1.24 The Honda ST1300PA warranty is 3 years unlimited miles. Coyote Honda is authorized to perform all warranty work on these motorcycles.

3.2.1 Warranty information for major parts. The Honda ST1300PA has a 3 year unlimited miles warranty. All emergency equipment will have a 5 year warranty. All warranty items can be taken care of at Coyote Honda. One shop for all warranty work on your motorcycle means less down time for your officer.

3.2.2 List of common parts for the Honda ST1300PA (please see attached parts list)

3.3 Three references (please see attached reference sheet)

Additional parts and equipment list is attached that is available for purchased by the City of Glendale



www.coyotehonda.com

995 N. 107th Ave., Avondale, AZ 85323 ♦ phone: 623.463.5700 ♦ fax: 623.388.5878



Coyote Honda Qualifications Letter:

Coyote Honda has been outfitting Honda Police Motorcycles here in Arizona for the past 5 years. We are a level 5 Honda Powerhouse dealership, which is the highest level you can be and the only one in Arizona. We are the fastest growing Honda Police Motorcycle dealership in the United States. We have developed great relationships with all the agencies that we have worked with over the past several years. We perform complete builds, scheduled maintenance and warranty work. All of our technicians are Honda Certified and are very experienced with the Honda ST1300PA.

What separates Coyote Honda from others in the industry is that we do complete builds. That means only one purchase order, which makes it that much easier for the city, and there is only one vendor to go to for all warranty work. This also means quicker turn around times for the city and less down time for an officer or unit.

We have built over 200 Honda ST1300PA's for the following:
City of Phoenix, Gila River Indian Community, City of Avondale, Pima County, Pinal County, City of Casa Grande, City of El Mirage, City of Prescott, Town of Buckeye, City of Tolleson, City of Sedona, City of Surprise, City of Wickenburg and the City of Tempe.

Warranty work is performed for the following:
City of Phoenix, Gila River Indian Community, City of Avondale, Pima County, Pinal County, City of Casa Grande, City of El mirage, City of Prescott, Town of Buckeye, City of Tolleson, City of Sedona, City of Surprise, City of Wickenburg, City of Glendale and the City of Tempe.

We perform regular scheduled maintenance for the following:
City of Avondale, Pinal County, Gila River Indian Community, City of Casa Grande, Town of Buckeye, City of Tolleson, El Mirage, Wickenburg and Sedona.



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995 N. 107th Ave., Avondale, AZ 85323 ♦ phone: 623.463.5700 ♦ fax: 623.388.5878



Honda Certified Technicians:

Our technicians are extremely familiar with the Honda ST1300PA and all of the products that we install on the motorcycles. Antti Naukkarinen has been with us since we opened in 2005. Antti is a Certified Honda A Technician and is a very valuable member of our service team. Antti has been working on Honda ST1300 Police Bikes at Coyote Honda for the past 5 years. Nick Kelley is another Honda Certified Technician and Master Electrician who has been with us for over four years. Nick is very knowledgeable of the wiring and lighting on all the Police Motorcycles. These two technicians do all of the builds and warranty work on our Honda ST1300PA models.

Coyote Honda Warranty Statement:

The Honda ST1300PA comes with a 3 year Unlimited Mileage Warranty. A Honda warranty book will be supplied with every bike purchase that will outline in detail what is covered in the Honda Factory Warranty. The Police lighting on the bike will come with a 5 year warranty. The install of all Police equipment will be covered for 3 years. All work in our shop is completed by one of our Honda Certified Technicians. Warranty work is completed in our facility on the motorcycle and the Police equipment which allows for quicker turn around times and less down time for the city.



www.coyotehonda.com

995 N. 107th Ave., Avondale, AZ 85323 ♦ phone: 623.463.5700 ♦ fax: 623.388.5878



REFERENCES:

1. Tim Sherwood
Gila River Indian Community
Motor Officer/Fleet
480-797-2751
timothy.sherwood@gric.nsn.us
2. Russell Ellis
Fleet Coordinator
399 East Lower Buckeye Rd.
Avondale, AZ 85323
Phone # 623-333-4714
Fax # 623-333-0470
rellis@avondale.org
3. Erick Halim
Motor Officer
Buckeye Police Department
Phone # 623-349-6400 ext. 6414
Cell # 623-826-3725
EHalim@buckeyeAZ.gov



www.coyotehonda.com

995 N. 107th Ave., Avondale, AZ 85323 ♦ phone 623.463.5700 ♦ fax: 623.388.5878



Additional Equipment Available:

1. R-Box rear radio box white with 4 LED lights and storage

Installed \$1692.56 per unit

2. Take down lights mounted to the front of the bike above the forward facing LED lights with on/off control switch.

Installed \$299 per light per unit

3. Flashing RED/BLUE LED lights mounted in the headlight housing

Installed \$599 for the pair per unit



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995 N. 107th Ave., Avondale, AZ 85323 ♦ phone 623.463.5700 ♦ fax: 623.388.5878

COYOTE HONDA

995 N. 107TH AVE
AVONDALE, AZ 85323
823-463-5700

Pick Ticket

| Sold | S/O | Lay | P/U | PartNumber | 2nd Part # | Src | Cat | Description | Extended | Bin |
|------|-----|-----|-----|-----------------|--------------|-----|-----|--------------------------|----------|-------|
| 1 | | | | 0301-0105 | 03010105 | PU | U03 | TIRE P-ROAD 2 120/70ZR18 | \$199.95 | |
| 1 | | | | 0302-0181 | 03020181 | PU | U03 | TIRE P-ROAD 2 170/60ZR17 | \$244.95 | |
| 2 | | | | 42753-ML7-004 | 2378453 | HO | ATR | VALVE, RIM | \$15.98 | |
| 2 | | | | 06455-MCS-R01 | 8607731 | HO | PM1 | PAD SET, FR | \$99.38 | |
| 1 | | | | 06435-MCS-G02 | 8599722 | HO | PM1 | PAD SET, RR. | \$48.48 | |
| 1 | | | | 11394-MCS-010 | | HO | PM1 | GASKET, FR. | \$15.75 | |
| 1 | | | | 19217-MAL-300 | 5362751 | HO | PM1 | SEAL, MECHANICAL | \$43.75 | |
| 1 | | | | 96100-62003-00 | 5365705 | HO | PM1 | BEARING (6200) | \$9.06 | |
| 1 | | | | 91201-148-003 | | HO | PM1 | OIL SEAL (12X22X5) | \$3.45 | |
| 1 | | | | 19226-MCS-A10 | 8005076 | HO | PM1 | GASKET, WATER PUMP | \$15.24 | |
| 6 | | | | 22401-MCS-000 | 7124589 | HO | PM1 | SPRING, CLUTCH | \$22.80 | |
| 1 | | | | 22201-MCA-000 | | HO | PM1 | DISK, CL FRICTIO | \$14.89 | SO |
| 7 | | | | 22321-MN5-000 | | HO | PM1 | PLATE A, CLUTCH | \$80.71 | |
| 6 | | | | 22203-MCA-000 | | HO | PM1 | DISK A, CL FRICT | \$93.66 | SO |
| 1 | | | | 22202-MCS-000 | 7124571 | HO | PM1 | DISK B, CL FRICTION | \$12.97 | |
| 1 | 1 | | | 31500-MCR-D02AH | 8753881 | HO | PM1 | BATTERY (YTZ14S) | \$183.61 | |
| 4 | | | | 98059-57916 | 2909570 | HO | PM1 | SPARK PLUG (CR7EH9) | \$26.00 | |
| 1 | | | | 17210-MCS-G00 | | HO | PM1 | ELEMENT, AIR CLE | \$45.95 | 1A5 |
| 1 | | | | 08208-0080 | 082080080 | HO | PGO | FINAL DRIVE OIL (8 OZ.) | \$3.59 | 1C2 |
| 2 | | | | 08203-0004 | 082030004 | HO | PGO | FLUID, BRAKE (DO | \$9.98 | SHRM |
| 4 | | | | 08C50-C321S01 | 08C50C321S01 | HO | PGO | COOLANT | \$31.44 | SHRM |
| 4 | | | | 10W40 | | HO | PGO | 10W40 BULK OIL GN4 | \$21.96 | |
| 1 | | | | 15410-MFJ-D01 | MFJ | HO | PM1 | FILTER, OIL | \$14.56 | |
| 2 | | | | 94109-14000 | 14MM | HO | PM1 | WASHER, DRAIN (14MM) | \$0.70 | 1A1 |
| 2 | | | | 51490-MCA-003 | | HO | PM1 | SEAL SET, FR. FO | \$68.32 | HAN11 |
| 2 | | | | 51415-MCS-G01 | 7127020 | HO | PM1 | BUSH, SLIDER | \$10.36 | |
| 2 | | | | 51414-MCH-003 | 6703094 | HO | PM1 | BUSH, GUIDE | \$19.92 | |
| 2 | | | | 08208-0010 | | HO | PGO | FLUID (SS-8 10W) | \$12.78 | SHRM |

| | |
|------------------|------------|
| Sub-Total | \$1,370.17 |
| Taxable Subtotal | \$1,370.17 |
| Sales Tax | \$134.27 |
| Quote Total | \$1,504.44 |

(This is not an Invoice)

1/17/2013 3:47:07 PM

Page 1

EXHIBIT B

Purchase of three (3) Police Motorcycles

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The vendor, Coyote Honda, was awarded this bid through a competitive bid process by the City of Glendale for bid IFB 13-33.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$72,352.00 (including taxes).

DETAILED PROJECT COMPENSATION

See Exhibit A.

EXHIBIT C

Purchase of three (3) Police Motorcycles

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.