



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Joyce Clark
Councilmember Ray Malnar
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, April 11, 2017

6:00 PM

Council Chambers

Voting Meeting

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

ROLL CALL

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

APPROVAL OF THE MINUTES OF MARCH 28, 2017 VOTING MEETING

1. [17-139](#) APPROVAL OF THE MINUTES OF MARCH 28, 2017 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

Attachments: [Meeting Minutes of March 28, 2017](#)

PROCLAMATIONS AND AWARDS

2. [17-109](#) PROCLAIM APRIL 2017 AS ENVIRONMENTAL AWARENESS MONTH
Staff Contact: Craig Johnson, P.E., Director, Water Services
Presented by: Office of the Mayor
Accepted by:
Ms. Sherry Socaciu, City of Glendale Volunteer
Ms. Sarah Socaciu, City of Glendale Volunteer
Mr. John Socaciu, City of Glendale Volunteer
Mr. John Nissen, City of Glendale Water Services Department Intern

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

3. [17-113](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, LUMP
BUSTERS
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Application](#)
 [Calls for Service](#)
4. [17-120](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, JOURNEY
CHURCH
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Application](#)
 [Calls for Service](#)
5. [17-111](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22327, OLDE TOWNE
GLENDALE MARKET
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [Map](#)
 [Calls for Service](#)
6. [17-121](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH
NORCON INDUSTRIES, INC., FOR THE REPAIR OF EXISTING OPERABLE
WALLS AND TRACKS AND REPLACEMENT OF EQUIPMENT ASSOCIATED
WITH THESE REPAIRS
Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and
Special Events

Attachments: [Linking Agreement](#)
 [Proposal](#)

7. [17-122](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE CONTRACT WITH ALL ANIMALS RESCUE & TRANSPORTATION, LLC AND APPROVE AN INCREASE IN THE EXPENDITURE OF FUNDS
Staff Contact: Rick St. John, Police Chief

 Attachments: [Amendment No. 1](#)
8. [17-125](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ON ADVERTISING, INC., UNDER THE STATE OF ARIZONA COOPERATIVE PURCHASING AGREEMENT FOR MARKETING AND ADVERTISING SERVICES FOR THE PUBLIC FACILITIES, RECREATION AND SPECIAL EVENTS DEPARTMENT
Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

 Attachments: [Linking Agreement](#)
 [Background Information](#)
9. [17-096](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CLEAR CREEK ASSOCIATES, LLC, FOR EVALUATION OF GROUNDWATER BACKUP SUPPLY
Staff Contact: Craig Johnson, P.E., Director, Water Services

 Attachments: [Professional Services Agreement](#)
10. [17-110](#) AUTHORIZATION TO ENTER A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, L.L.C., FOR CONSTRUCTION SERVICES FOR WATER LINE REPLACEMENT AT VARIOUS LOCATIONS
Staff Contact: Craig Johnson, P.E., Director, Water Services

 Attachments: [Construction Agreement](#)
 [Bid Tabulation](#)
11. [17-130](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LSW ENGINEERS ARIZONA, INC., FOR THE ENGINEERING AND DESIGN SERVICES OF THE HVAC REPLACEMENT PROJECT FOR THE GLENDALE PUBLIC SAFETY BUILDING
Staff Contact: Jack Friedline, Director, Public Works

 Attachments: [Professional Services Agreement](#)
12. [17-132](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY CO., INC., FOR THE PURCHASE OF ELECTRICAL SUPPLIES
Staff Contact: Jack Friedline, Director, Public Works

 Attachments: [Linking Agreement](#)
13. [17-134](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRI-DIM FILTER CORPORATION FOR FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

14. [17-136](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KONE, INC., FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES AND RATIFICATION OF EXPENDITURES

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

CONSENT RESOLUTIONS

15. [17-128](#) RESOLUTION NO. R17-25

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005853-I) FOR THE PARADISE LANE, 55th AVE to 59th AVE PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution No. R17-25](#)
 [Amendment No. One](#)

16. [17-129](#) RESOLUTION NO. R17-26

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005852-I) FOR THE CAMELBACK ROAD, 79th AVE to 83rd AVE PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution No. R17-26](#)
 [Amendment No. One](#)

17. [17-131](#) RESOLUTION NO. R17-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005851-I) FOR THE EMERGENCY VEHICLE PREEMPTION PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution No. R17-27](#)
 [Amendment No. One](#)

18. [17-133](#) RESOLUTION NO. R17-28

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005854-I) FOR THE 67th AVENUE, GLENDALE AVENUE to ORANGEWOOD AVENUE AND ORANGEWOOD AVENUE, 67TH AVENUE TO US-60 (GRAND AVENUE) PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution No. R17-28](#)
 [Amendment No. One](#)

19. [17-135](#) RESOLUTION NO. R17-29

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005850-I) FOR THE CAMELBACK ROAD, 51st AVE TO 91st AVE PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution No. R17-29](#)
 [Amendment No. One](#)

20. [17-137](#) RESOLUTION NO. R17-30

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO CHANGE ORDER NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X137 RELATING TO TRANSIT SERVICES.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution No. R17-30](#)
 [Contract Change Order No. 1](#)

21. [17-123](#) RESOLUTION NO. R17-31

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A MASTER SUPPORT AGREEMENT WITH PETSMART CHARITIES, INC. AND ACCEPT A FIELD GRANT PROGRAM AWARD IN THE APPROXIMATE AMOUNT OF \$5,000 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Police Chief

Attachments:

[Resolution No. R17-31](#)

[Master Support Agreement](#)

22. [17-074](#)

RESOLUTION NO. R17-32

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, "AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR PARTICIPATION IN THE ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM ALLOWING RECEIPT OF CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT PURPOSES."

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments:

[Resolution No. R17-32](#)

[Agreement](#)

23. [17-141](#)

RESOLUTION NO. R17-33

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX PERTAINING TO THE EXPANSION, OPERATION AND MAINTENANCE OF AN EXISTING SPECIAL-PURPOSE FOREIGN-TRADE SUBZONE FOR CONAIR CORPORATION IN THE CITY OF GLENDALE.

Staff Contact: Michael D. Bailey, City Attorney

Attachments:

[Resolution No. R17-33](#)

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

24. [17-119](#)

ORDINANCE NO. O17-14

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 5200 WEST BELL ROAD FROM BP (BUSINESS PARK) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "51 CAMPANA," AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments:

[Ordinance No. O17-14 with Exhibit A](#)

[Planning Staff Report](#)

LAND DEVELOPMENT ACTIONS

25. [17-117](#) FINAL PLAT (FP) APPLICATION FP16-02: ALICE PARK - 8348 NORTH
61ST AVENUE
Staff Contact: Jon M. Froke, AICP, Planning Director
- Attachments:** [Alice Park Final Plat](#)
 [FP16-02](#)
 [FP16-02A](#)
26. [17-118](#) FINAL PLAT (FP) APPLICATION FP16-04: DEER VALLEY VILLAS - 18800
NORTH 51ST AVENUE
Staff Contact: Jon M. Froke, AICP, Planning Director
- Attachments:** [17-0130 Final Plat](#)
 [FP16-04](#)
 [FP16-04a](#)

ORDINANCES

27. [17-126](#) ORDINANCE NO. 017-15
- AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND FILE AN AIRPORT LAND LEASE AGREEMENT WITH BUTLER AVIATION INVESTMENTS, LLC FOR CERTAIN PROPERTY AT THE GLENDALE MUNICIPAL AIRPORT.
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Ordinance No. 017-15](#)
 [Land Lease Agreement](#)
28. [17-127](#) ORDINANCE NO. 017-16
- AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AIRPORT TERMINAL LEASE AGREEMENTS WITH SKYQUEST AVIATION, LLC FOR CERTAIN OFFICE SUITES IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Ordinance No. 017-16](#)
 [Lease Agreement - Suite 101](#)
 [Lease Agreement - Suite 103](#)
 [Lease Agreement - Suite 107A, B & C](#)
 [Lease Agreement - Suite 108](#)
 [Lease Agreement - Suite 109](#)
29. [17-140](#) ORDINANCE NO. 017-17

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACCEPTANCE OF RIGHT OF WAY PROPERTIES LOCATED AT THE INTERSECTION OF 59TH AVENUE AND OLIVE AVENUE NECESSARY FOR RIGHT OF WAY IMPROVEMENTS IN GLENDALE, ARIZONA; AND DIRECTING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO EFFECTUATE SAID TRANSFER.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance No. O17-17 with Exhibits A, B and C](#)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

SPECIAL ACCOMMODATIONS

For special accommodations please contact the City Clerk's Office at 623-930-2252 extension 1 at least 3 business days prior to the meeting.



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 17-139, Version: 1

APPROVAL OF THE MINUTES OF MARCH 28, 2017 VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes - Draft

Tuesday, March 28, 2017

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Joyce Clark

Councilmember Ray Malnar

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER**ROLL CALL**

Present: 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Joyce Clark, Councilmember Lauren Tolmachoff, Councilmember Ray Malnar, and Councilmember Bart Turner

Also present were Kevin Phelps, City Manager; Tom Duensing, Assistant City Manager; Michael Bailey, City Attorney; Julie K. Bower, City Clerk; and Alicia Muller, Management Assistant.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Pastor Mark Mucklow from First Baptist Church at Sahuaro Ranch.

Mayor Weiers welcomed MYAC students Sonita Nyke and Mailee Barnes, who were in the audience. He also recognized Glendale University participants who were present at the meeting.

NEW BUSINESS

A motion was made by Councilmember Turner, seconded by Councilmember Clark, to move New Business. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

Mayor Weiers administered the oath of office to Judge Finn and Judge Delgado.

CITIZEN COMMENTS

Andrew Marwick, a Phoenix resident, spoke about problems with the Coyotes hockey team and the rising cost of hockey tickets.

Bill Demski, a Sahuaro resident, spoke about the condition of the pavement at 51st Avenue and Thunderbird. He also discussed Glendale residents living in poverty due to property tax increases and compensation issues with former Glendale employees.

James Deibler, a Phoenix resident, would like to see the University of Phoenix Stadium host the Territorial Cup Series. The event would attract many university football fans to Glendale.

APPROVAL OF THE MINUTES OF FEBRUARY 28, 2017 VOTING MEETING AND MARCH 9, 2017 SPECIAL VOTING MEETING

1. [17-090](#) APPROVAL OF THE MINUTES OF FEBRUARY 28, 2017 VOTING

MEETING AND MARCH 9, 2017 SPECIAL VOTING MEETING

Staff Contact: Julie K. Bower, City Clerk

A motion was made by Councilmember Clark, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

PROCLAMATIONS AND AWARDS

2. [17-067](#) PROCLAIM APRIL 2017 AS WATER AWARENESS MONTH
Staff Contact: Craig Johnson, P.E., Director, Water Services
Presented by: Office of the Mayor
Accepted by:
Ms. Melody Hodges, Gifted Resource Teacher at Barcelona Middle School
Ms. Suzanne Schmit, Gifted Resource Teacher at Barcelona Middle School
Ms. Kristy Strickland, Fourth Grade Teacher at Desert Mirage Elementary School

Mayor Weiers proclaimed April 2017 as Water Awareness Month. The proclamation was accepted by Craig Johnson, Director of Water Services, Melody Hodges, Gifted Resource Teacher at Barcelona Middle School, Suzanne Schmit, Gifted Resource Teacher at Barcelona Middle School and Kristy Strickland, Fourth Grade Teacher at Desert Mirage Elementary School.

Ms. Hodges said was grateful for the conservation program that Glendale offered. The program offered interactive activities to help students see how important it was to conserve water.

CONSENT AGENDA

Mayor Weiers said Councilmember Clark made a request to vote on items 12 and 14 separately and he added that Councilmember Clark would also like to hear presentations on items 16 and 17 separately and Councilmember Aldama would like to have item 19 presented separately.

Councilmember Clark asked that item 9 be heard separately, as well.

Councilmember Clark told Councilmember Turner that item 9 was also being pulled from the Consent Agenda.

Ms. Bower read Consent Resolution items 16 through 25 by number and title.

3. [17-087](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE,
ST. JOSEPH ASSEMBLY 2126 KNIGHTS OF COLUMBUS
Staff Contact: Vicki Rios, Director, Budget and Finance
4. [17-088](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE,

100 CLUB OF ARIZONA

Staff Contact: Vicki Rios, Director, Budget and Finance

5. [17-086](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22207, Wingstop
Staff Contact: Vicki Rios, Director, Budget and Finance
6. [17-080](#) EXPENDITURE AUTHORIZATION FOR FEES ASSOCIATED WITH PRISONER DETENTION SERVICES FROM MARICOPA COUNTY FOR THE GLENDALE POLICE DEPARTMENT
Staff Contact: Rick St. John, Police Chief
7. [17-098](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH FREIGHTLINER OF ARIZONA, LLC, FOR THE COOPERATIVE PURCHASE OF A CERTIFIED STREET SWEEPER
Staff Contact: Jack Friedline, Director, Public Works
8. [17-100](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE AGREEMENT FOR NORTHERN PARKWAY LANDSCAPE MAINTENANCE WITH SOMERSET LANDSCAPE MAINTENANCE, INC., FOR ADDITIONAL LANDSCAPE SERVICES ALONG LOOP 303
Staff Contact: Jack Friedline, Director, Public Works
10. [17-106](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH REHRIG PACIFIC COMPANY, INC., FOR RESIDENTIAL REFUSE AND RECYCLING CONTAINERS
Staff Contact: Jack Friedline, Director, Public Works
11. [17-108](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH UNITED TECHNOLOGIES, INC., DOING BUSINESS AS UNI-TECH, FOR THE CITY HALL FOURTH FLOOR MECHANICAL EQUIPMENT REPLACEMENT PROJECT
Staff Contact: Jack Friedline, Director, Public Works
13. [17-079](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION FOR ASSET MANAGEMENT SYSTEM SERVICES - PHASE 1
Staff Contact: Craig Johnson, P.E., Director, Water Services
15. [17-095](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, LLC, FOR CONSTRUCTION PHASE SERVICES FOR WATER LINE REPLACEMENT AT VARIOUS LOCATIONS
Staff Contact: Craig Johnson, P.E., Director, Water Services

CONSENT RESOLUTIONS

18. [17-103](#) RESOLUTION NO. R17-17

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE GLENDALE POLICE DEPARTMENT AND THE ARIZONA NATIONAL GUARD, JOINT COUNTER NARCO-TERRORISM TASK FORCE FOR DRUG LAW ENFORCEMENT OPERATIONS IN THE STATE OF ARIZONA.

Staff Contact: Rick St. John, Police Chief

20. [17-076](#) RESOLUTION NO. R17-19

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE CITY OF GLENDALE'S 2017 COMMUNITY HOUSING STREAMLINED ANNUAL PHA PLAN (form HUD-50075-HP), TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Staff Contact: Elaine Adamczyk, Interim Director, Community Services

21. [17-077](#) RESOLUTION NO. R17-20

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE CITY OF GLENDALE'S COMMUNITY HOUSING 2017-2021 CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

Staff Contact: Elaine Adamczyk, Interim Director, Community Services

22. [17-097](#) RESOLUTION NO. R17-21

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE FY2017 CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT GRANT AWARD FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS IN THE APPROXIMATE AMOUNT OF \$253,396 FOR THE PURCHASE OF A PM-10 CERTIFIED STREET SWEEPER.

Staff Contact: Jack Friedline, Director, Public Works

23. [17-099](#) RESOLUTION NO. R17-22

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTANCE OF A GRANT FROM THE ARIZONA

DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, FOR THE REHABILITATE NORTH APRON, PHASE ONE PROJECT AT THE GLENDALE MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

24. [17-112](#) RESOLUTION NO. R17-23

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY AND THE CITY OF LITCHFIELD PARK; AND DIRECTING THAT THE INTERGOVERNMENTAL AGREEMENT BE RECORDED.

Staff Contact: Jack Friedline, Director, Public Works

25. [17-115](#) RESOLUTION NO. R17-24

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AND USE AGREEMENT WITH COW CHOW CROPPERS FOR THE USE OF CITY-OWNED PROPERTY LOCATED AT 91ST AVENUE AND BETHANY HOME ROAD IN GLENDALE, ARIZONA.

Staff Contact: Tom Duensing, Assistant City Manager

Approval of the Consent Agenda

A motion was made by Turner, seconded by Clark, to approve the recommended actions on Consent Agenda Item Numbers 3 through 8, 10, 11, 13, 15 and Consent Resolution Item Numbers 18 and 20 through 25. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

9. [17-105](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH REDHAWK SOLUTIONS LLC, FOR THE FY2016/2017 STREETLIGHT INFILL PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Councilmember Clark said many residents did not know the process to apply for infill street lighting and asked Mr. Friedline to explain the process.

Mr. Friedline said the City had an infill lighting program which was mainly for older neighborhoods, designed under different standards. These areas were much darker than newer neighborhoods and were areas that needed more lighting due to public safety concerns. He said the street lighting manager was Michael Sills-Trausch and he could be reached at 623-930-2019.

Councilmember Clark asked if there was a waiting list for the program.

Mr. Friedline said currently there was a list of less than 20 locations that should be worked through as they approached the next budget year.

Councilmember Clark advised residents it was a perfect opportunity to apply now for the program. She asked about the budget for the program.

Mr. Friedline said the budget would be adjusted for other items if no other requests were received.

A motion was made by Councilmember Turner, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

12. [17-021](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LOGICALIS, INC., TO PROVIDE WIRELESS RADIO LINKS BETWEEN OPERATING PLANTS AND TECHNICAL RESOURCE SERVICES

Staff Contact: Craig Johnson, P.E., Director, Water Services

Councilmember Clark explained her vote by saying she did not support the idea of approving contracts for five years or more. She would routinely pull those items off the agenda and vote no.

A motion was made by Councilmember Turner, seconded by Councilmember Tolmachoff, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

Nay: 1 - Councilmember Clark

14. [17-083](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ABM ELECTRICAL POWER SERVICES, LLC TO PROVIDE HIGH VOLTAGE ELECTRICAL SERVICES AT TREATMENT PLANTS AND REMOTE SITES

Staff Contact: Craig Johnson, P.E., Director, Water Services

A motion was made by Councilmember Clark, seconded by Councilmember Turner, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

Nay: 1 - Councilmember Clark

16. [17-052](#) RESOLUTION NO. R17-15

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING GLENDALE'S

PARTICIPATION IN THE PHOENIX SPONSORED MULTI-CITY
SINGLE FAMILY WATER USE STUDY TO ASSESS CHANGES IN
RESIDENTIAL WATER DEMAND.

Staff Contact: Craig Johnson, P.E., Director, Water Services

Mr. Johnson said the study was funded by the Arizona Department of Water Resources. The grant-funded project would monitor water use in homes in Phoenix, Glendale, Chandler and Gilbert to provide important data that would be used to tailor conservation strategies. Phoenix would conduct the study and manage the contract with Aquacraft. He said the number of homes studied in Glendale would be between 80 and 120, and customer confidentiality would be protected.

Councilmember Clark asked if there was any cost to the City for the study.

Mr. Johnson said there was no cost.

Councilmember Clark asked what the cost would be for staff time.

Mr. Johnson said the in-kind services would be less than \$50,000.

Councilmember Clark asked what kind of criteria was involved in selecting participants in the study and asked how participants were solicited for the study.

Mr. Johnson said it had not yet been determined how many Glendale homes would participate in the study. He said they were trying to do a microstudy for water use and demand for conservation purposes in the east, west and central valley.

Councilmember Clark asked if the criteria were known at this point.

Mr. Johnson said the focus would be on the age of the home, location and fixtures inside the home. Special devices would be placed in the homes to measure the water used in those homes. How the demand was met in those homes would help in future conservation efforts.

Councilmember Clark asked how participants would be determined for the study.

Mr. Johnson did not have the answer to that question, but would get the answer.

Councilmember Clark said it was important to get information out to the public if they were going to be soliciting homeowners for the study.

A motion was made by Councilmember Turner, seconded by Councilmember Clark, that Resolution No. R17-15 be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

17. [17-075](#)

RESOLUTION NO. R17-16

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE,
MARICOPA COUNTY, ARIZONA, AUTHORIZING ACCEPTANCE OF
AND DIRECTING THE ENTERING INTO OF THE ARIZONA STATE

FORESTRY DIVISION, ARIZONA COMMUNITY CHALLENGE GRANT
AGREEMENT NO. CCG 16-101, FOR THE GLENDALE DESERT
FOOD FOREST IN THE CITY OF GLENDALE.

Staff Contact: Craig Johnson, P.E., Director, Water Services

Mr. Johnson explained there had been an increase in the number of residents who were interested in transforming their lawns into desert gardens. The item would provide an educational resource element and demonstration sites that were relevant to Glendale's unique climate. The grant would provide funding for development of a food forest demonstration site at the Main Library and would provide resources for homeowners looking for water-efficient, edible gardening tips. It would enhance conservation, education and training.

Councilmember Clark said the concept was unique and asked if workshops would be held at the Main Library. She also said \$10,000 didn't seem like much money to get the project off the ground.

Mr. Johnson said in April, May and June, partnerships would be developed with the Maricopa County Master Garden Program, Linking Edible Forest Network and Trees Matter. Once the partnerships were established, public presentations would be held in June and July, October and November as well as January and February, 2018. He said a tree planting exercise would be held in October and November 2017, and a program evaluation would be held in February and March 2018.

Councilmember Clark asked if the public would be notified about the workshops.

Mr. Johnson said that was correct.

A motion was made by Councilmember Turner, seconded by Councilmember Clark, that Resolution No. R17-16 be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

19. [17-107](#)

RESOLUTION NO. R17-18

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE,
MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY
MANAGER TO EXECUTE A LICENSE AGREEMENT WITH 3G
ARCHERY INCORPORATED FOR THE USE OF CITY PROPERTY
LOCATED AT 8181 W. BETHANY HOME ROAD, GLENDALE,
ARIZONA.

Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and
Special Events

Mr. Strunk said if the agreement was approved, 3G Archery would be responsible for archery classes, use of archery equipment and general supervision of the archery range, as well as light maintenance. He said special interest archery classes would be held for interested participants. Three lanes would always be open to the public. The Parks and Recreation Advisory Commission voted unanimously to recommend approval of the agreement. He said there would be a one-time cost of \$5,000 to purchase targets and other needed items to launch the program which was already

included in the budget and no additional funds were being requested.

Councilmember Aldama said the objective was that the public archery range be accessible to residents and visitors. He was concerned that only three lanes would be open to the public. He would like to see at least four lanes be available for the public.

Mr. Strunk said one of the requirements for the facility was the public element and the contract did satisfy that requirement. He said scheduled events would only be held about 20% of the year and the remainder of the time, the facility would be open to the public.

Councilmember Aldama asked if 3G would be using the facility for several months out of the year and then the facility would be open to the public the rest of the time.

Mr. Strunk did not have the exact schedule but explained it was a year-round operation. 3G would use the facility a certain number of days per week. The balance of the unused days would be for public use.

Councilmember Aldama asked if the general public would be restricted during tournaments. He also asked if those tournaments could be posted to let the general public know when the events would be held.

Mr. Strunk said the tournaments would be posted in advance. He also explained the agreement called for three lanes to be open to the public at all times.

Councilmember Aldama asked that at least four lanes be opened at all times to the public. He said there was a very large archery fan base in the west valley. He asked that the Council consider adding one more lane for a total of four lanes.

Mayor Weiers asked how many targets were currently at the range right now.

Mr. Strunk said there were six targets.

Mayor Weiers asked if there was the potential to have a total of 16 targets.

Mr. Strunk said that was correct.

Mayor Weiers asked if Councilmember Aldama wanted to make an amendment to the agreement.

Councilmember Aldama did want to make an amendment but also wanted to hear from the other Councilmembers.

Councilmember Clark asked to hear from the representative from 3G Archery.

Carmen Gunn, 3G Archery, was agreeable to keeping four lanes open to the public. She said the only time the public would be restricted would be during the para archery tournament and the restriction was only for one day. There was a great deal of potential for the sport in the west valley and 3G was very excited to partner with the City.

Mayor Weiers confirmed Ms. Gunn was talking about a tournament with disabled archers.

Ms. Gunn said that was correct. There were very few para archery tournaments and 3G had been approached to bring the multi-national tournament to the facility. She said the goal was to have the tournament in September to kick off the first year and promote archery in Glendale.

Councilmember Aldama said it would be a very beneficial relationship for the City and he understood closing part of the facility during a tournament. The objective was to have the archery range as a drop-in facility for the public. He would like at least four lanes open to the public.

Ms. Gunn said she would be happy to move the open lanes to four. Her goal was to have the facility be a destination for many archers.

Councilmember Clark asked if 3G would be running archery classes through the Parks and Recreation Department.

Ms. Gunn said that was correct.

Councilmember Clark asked how 3G was going to keep four lanes open when there were only six lanes open.

Ms. Gunn explained she had her own equipment and would use that until all of the remaining lanes were opened.

Councilmember Clark said she was referring to lane space, not the equipment. She asked how they would accommodate a class of four or five students while still keeping four lanes open to the public.

Ms. Gunn said they would be using the other side of the range for those classes and it was not unusual to have four people shooting on one target during a class.

Councilmember Clark said she understood.

Councilmember Turner asked if six lanes were currently open to the public during daylight hours.

Mr. Strunk said there were 16 lanes at the range. He said the request was to maintain four open lanes to the public at all times.

Mayor Weiers said everyone might be confused and explained there was a capacity to have 16 lanes open lanes right now.

Mr. Strunk said that was correct and explained there were only six targets. He said additional targets would be added over time.

Councilmember Turner asked if the term of the agreement was initially two years.

Mr. Strunk said that was correct.

Councilmember Turner asked if there would be an opportunity to make any changes to the agreement at the end of that two years.

Mr. Strunk said both the Council and the Parks and Recreation Commission would

be advised of the group's performance.

Councilmember Turner said six lanes were ready to go and asked if the other lanes could be used if someone brought their own target.

Mr. Strunk said that was correct.

Councilmember Turner asked if the range was open during daylight hours.

Mr. Strunk said the range was only open during daylight hours.

Councilmember Turner had heard Ms. Gunn say 3G would agree to keep four lanes open and accessible to the public. He didn't think there was any reason that would not work as there were plenty of lanes. He said if that was a formal motion, he would second it.

Mayor Weiers did not have a problem with it either, as long as 3G could run the para archery tournament.

Councilmember Aldama said 3G was willing to provide free and temporary use of archery equipment to drop in residents. He said there were many children who might want to try out the sport and it would help to increase the fan base.

A motion was made by Councilmember Aldama, seconded by Councilmember Clark, to amend R17-18, the last bullet under version 1 to read that four archery lanes would be made available to the general public at all times. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

A motion was made by Councilmember Aldama, seconded by Councilmember Tolmachoff, that Resolution No. R17-18 be approved as amended. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

ORDINANCES

26. [17-101](#) ORDINANCE NO. O17-11

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF THREE WATER LINE EASEMENTS LOCATED AT 6620 NORTH 95TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-11.

Mr. Friedline said the developer was constructing the Home 2 Suites Hotel at the location. The new public waterlines would meet the water demands and fire protection requirements of the City code for the development. The developer, Glendale Westgate Lodging Investors III, LLC, was granting three easements to allow the City to access, maintain, operate and repair the new waterlines, consistent with City code. Staff recommended acceptance of the three waterline easements. There were no costs incurred as a result of the action.

A motion was made by Councilmember Clark, seconded by Vice Mayor Hugh, that Ordinance No. O17-11 be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

27. [17-102](#)

ORDINANCE NO. O17-12

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING RIGHT-OF-WAY LOCATED AT 6030 NORTH LITCHFIELD ROAD; AND DIRECTING THE CITY CLERK TO RECORD THE WARRANTY DEED ACCEPTING THE DEDICATION OF SAID PUBLIC RIGHT-OF-WAY FOR ROADWAY PURPOSES AND A CERTIFIED COPY OF THIS ORDINANCE.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-12.

Mr. Friedline said the owner of Ultimate RV and Boat Storage II was required to construct street improvements and dedicate to the City additional right-of-way along Litchfield Road. The improvements were constructed outside of the City's current right-of-way. The owner had agreed to dedicate additional right-of-way for the City to maintain the improvements. Staff recommended accepting the additional Litchfield Road right-of-way. There were no costs incurred as a result of the action.

A motion was made by Councilmember Malnar, seconded by Vice Mayor Hugh, that Ordinance No. O17-12 be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

28. [17-104](#)

ORDINANCE NO. O17-13

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING A MASTER AIRPORT TERMINAL OFFICE LEASE AGREEMENT FOR USE BY THE GLENDALE MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

Ms. Bower read Ordinance No. O17-13.

Mr. Friedline said the proposed ordinance approved a new master airport terminal office agreement and authorized the city manager to enter into new and renewal leases for airport terminal office suites at the Glendale Municipal Airport. The airport leases office space at the terminal building to private individuals and companies. In recent years,

non-aviation companies had expressed an interest in leasing available space. There was current available space to lease and a lease template which removed the requirement for the lessee to perform commercial aviation activities had been developed.

The airport terminal currently had a vacancy rate of approximately 30%. Updating the master airport terminal office agreement would enable the airport to expand the potential pool of lessors and maximize the rental space. In February 2015, the Aviation Advisory Commission passed a motion recommending Council approval of the proposed ordinance. Revenue would depend on rental rates, which would be negotiated using current market conditions and would have CPI adjustments annually.

A motion was made by Councilmember Tolmachoff, seconded by Vice Mayor Hugh, that Ordinance No. 17-13 be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Tolmachoff, to hold a Special Budget Workshop on Tuesday, April 4, 2017 at 9:00 a.m. in the City Council Chambers, and further moved to hold the next regularly scheduled City Council Workshop on Tuesday, April 4, 2017 at 1:30 p.m. in the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. A motion was made by Vice Mayor Hugh, seconded by Councilmember Tolmachoff. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Clark, Councilmember Tolmachoff, Councilmember Malnar, and Councilmember Turner

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama reminded those staying in town for the Final Four to visit and shop at local Glendale businesses. He thanked the Glendale Police Department for the ride along he went on several weeks ago. He said it was very informative.

Councilmember Aldama said the annual Hook-A-Kid on Fishing event was April 8th from 8 a.m. to 1 p.m. at Bonsall Park at 59th Avenue and Bethany Home Road. He said several sponsors would provide loaner fishing poles and stock in the lake and 1,000 free fishing licenses would be provided to children, ages 7 to 10.

Councilmember Aldama thanked all the school employees for the work they did every day and for their dedication to the children.

Councilmember Clark spoke about attending a press conference with law enforcement, and said she heard a comment by Glendale Police Chief St. John about the security of visitors attending the Final Four. She thanked Chief St. John for reassuring the general public. She said the basketball courts at Heroes Park had been rebranded by the NCAA and encouraged everyone to come out and take a look at them.

Councilmember Clark said her next district meeting would be held on April 20th at 6 p.m. and City Manager Kevin Phelps and Chief St. John would be in attendance.

Councilmember Clark said the Library Advisory Board would have an informational meeting with the architect who would begin presenting designs for the library at Heroes

Park. The meeting would be held at Coyote Ridge Elementary School in the cafeteria.

Councilmember Malnar said the Sahuaro District meeting would be held on April 6th at 6 p.m. at Cactus High School in the cafeteria. Staff members would be in attendance to talk about streets and planning.

Councilmember Tolmachoff said the spring Cholla District meeting would be held on April 10th at the Foothills Recreation and Aquatics Center from 6 p.m. to 8 p.m. The Police Department CAT team would be attending the meeting as well as representatives for the pavement management plan and the Economic Development Department.

Councilmember Turner said the Professional Bull Riders returned to the Gila River Arena and recorded the largest attendance they had ever had for any PBR event in Arizona.

Vice Mayor Hugh said the Cactus District meeting would be April 13th at Manistee Ranch from 5 p.m. to 7 p.m. He thanked Channel 11 for the shows it produced and the great job it did.

Mayor Weiers was proud of the City and the direction it was going. He said it was going to continue and Glendale's future was bright.

ADJOURNMENT

The City Council adjourned at 7:25 p.m.



Legislation Description

File #: 17-109, Version: 1

PROCLAIM APRIL 2017 AS ENVIRONMENTAL AWARENESS MONTH

Staff Contact: Craig Johnson, P.E., Director, Water Services

Presented by: Office of the Mayor

Accepted by:

Ms. Sherry Socaciu, City of Glendale Volunteer

Ms. Sarah Socaciu, City of Glendale Volunteer

Mr. John Socaciu, City of Glendale Volunteer

Mr. John Nissen, City of Glendale Water Services Department Intern

Purpose and Recommended Action

This is a request for City Council to proclaim April 2017 as Environmental Awareness Month. This proclamation will be accepted by members of the Socaciu family, who are Glendale volunteers; and John Nissen, City of Glendale Water Services Department Intern. These four community representatives have worked closely with the City's Water Services Department Environmental Resources Group.

Background

Glendale shows it is a leader in environmental stewardship by providing high quality water and wastewater services, protecting air and storm water quality, conserving water and energy, operating a recycling center, and maintaining attractive parks and preserves.

The city offers a diversity of programs and services that encourage residents and businesses to be good environmental stewards. Examples include the city's curb-side recycling and household hazardous waste collection program; the Travel Green program that promotes alternative modes of transportation; and classes on water- and energy-efficiency offered by the Conservation and Sustainable Living Division.

In celebration of these programs and services, the city is offering a series of public events to occur in Glendale throughout the months of March and April 2017, including the following: Household hazardous waste pick-up events between March 20 and April 7; Annual Glendale Family Bike Ride on April 2 at Sahuaro Ranch Park; free water conservation classes at the Main Library on April 8 and 26; Party for the Planet's River and Trail Cleanup on April 22 at Dream City Church; and an Arbor Day celebration with William C. Jack Elementary School on April 27 at O'Neil Park.

In addition to the public events, the Glendale Water Services Department is partnering with internal City departments to recycle items at the Spring Cleaning at Spring City event on April 6.

Community Benefit/Public Involvement

Proclaiming April as Environmental Awareness month benefits the city and the community by encouraging residents and businesses to protect our environment. Good stewardship of precious resources helps sustain our community.



Legislation Description

File #: 17-113, Version: 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, LUMP BUSTERS

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Lump Busters, submitted by Terri Dee Gall. The event will be held at the University of Phoenix Stadium's Great Lawn located at 1 North Cardinals Drive on Thursday, April 27, from 5 p.m. to 9 p.m. and Friday and Saturday, April 28 and 29, 2017 from 5 p.m. to 10 p.m. The purpose of this special event liquor license is for fundraising at the Cardinals Draft Weekend.

Background Summary

The University of Phoenix Stadium is controlled by the Arizona Sports and Tourism Authority (AZSTA), a corporate and political body of the State of Arizona. The area is zoned PAD (Planned Area Development) and located in the Yucca District. A.R.S. § 4-203.02 allows for an unlimited number of special event liquor licenses to be issued at locations controlled by the state, therefore, the allowed 12 events per calendar year does not apply to this special event liquor license application. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event Date(s):

Event time start/end:

CSR:

License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: LUMP BUSTERS

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- ☒ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Bailot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - GREAT LAWN

Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA AZ 85305
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: GALL TERRI DEE [REDACTED]
Last First Middle Date of Birth
2. Applicant's mailing address: 3640 W. GRANDVIEW PHOENIX AZ 85053
Street City State Zip
3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (602) 670-8484
4. Applicant's email address: NONE

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 2
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☒ Yes ☐ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name LUMP BUSTERS Percentage: 25 %

Address 3640 W. GRANDVIEW PHOENIX AZ 85053
Street City State Zip

Name ARIZONA CARDINALS FOOTBALL CLUB Percentage: 47 %

Address 8701 S. HARDY DRIVE TEMPE AZ 85284
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

6 Number of Police 20 Number of Security Personnel ☒ Fencing ☒ Barriers

Explanation: AREA WILL BE FENCED AND BARRICADED. AREA WILL BE MONITORED
BY POLICE, SAFE SECURITY AND ALCOHOL COMPLIANCE TEAMS FROM ROJO
HOSPITALITY

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>4-27-17</u>	<u>THURS</u>	<u>5 pm</u>	<u>9 pm</u>
DAY 2:	<u>4-28-17</u>	<u>FRI</u>	<u>5 pm</u>	<u>10 pm</u>
DAY 3:	<u>4-29-17</u>	<u>SAT</u>	<u>5 pm</u>	<u>10 pm</u>
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

Section 10

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name	Rojo Hospitality Group	Percentage	28%
Address	1 Cardinals Drive Glendale, AZ 85305		

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

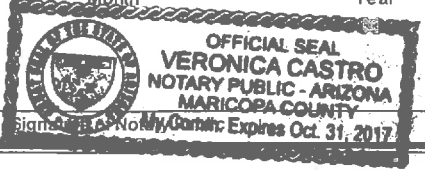
I, (Print Full Name) Terri Gall declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Terri Gall Founder 3/9/17 602.670.8484
 Signature Title/Position Date Phone Number

The foregoing instrument was acknowledged before me this 9th March 2017
 Day Month Year

State AZ County of Maricopa

My Commission Expires on: 10/31/2017 Veronica Castro
 Date Signature



SECTION 14 This section is to be completed only by the applicant named in Section 9.


I, (Print Full Name) Terri Gall declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Terri Gall Founder 3/9/17 602.670.8484
 Signature Title/Position Date Phone Number

The foregoing instrument was acknowledged before me this 9th March 2017
 Day Month Year

State AZ County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
 Date Signature



Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: ____/____/____

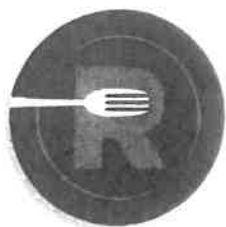
A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.



ROJO HOSPITALITY GROUP

March 9, 2017

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the Cardinals Draft Weekend to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This three day event will take place at the University of Phoenix Stadium Great Lawn on April 27-29, 2017. The hours of operation are as follows:

April 27, 2017	5pm-9pm
April 28, 2017	5pm-10pm
April 29, 2017	5pm-10pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters .

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

17-4-

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Date: **03-14-17**License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium, 1 Cardinals Dr.-Great Lawn)****Applicant/s Information**Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/14/2016	Other Suites	New ownership call history beginning:
Liquor Related	8		
Vice Related			
Drug Related	1		
Fights / Assaults	47		
Robberies			
Burglary / Theft	29		
911 calls	1		
Trespassing	13		
Accidents	21		
Fraud / Forgery	8		
Threats	1		
Criminal damage	5		
Other non-criminal*	44		
Other criminal	16		
Total calls for service	194	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

Proceeds from this event go to the Lump Busters, Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 04-27-17 (Thu), 04-28-17 (Fri) and 04-29-17 (Sat) on the Great Lawn.

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Investigating Officer – M. Ervin

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

M. Ervin
L. Cas

C. Briggs

Date

3-15-17

3-15-17

3/15/17



Legislation Description

File #: 17-120, Version: 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, JOURNEY CHURCH

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Journey Church, submitted by Joseph Darago. The event will be held at El Jefe Crossfit located at 8110 W Union Hills Dr, Ste 250. The purpose of this special event liquor license is for fundraising at the El Jefe Crossfit event on Saturday, April 22nd, from 8 a.m. to 8 p.m.

Background Summary

The El Jefe Crossfit is zoned C-2 (General Commercial) and located in the Cholla District. If this application is approved, the total number of events expended by this applicant will be one of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLIC USE ONLY

Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: JOURNEY CHURCH

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- ☐ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☒ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No

Name of Business

License Number

Phone (Include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: EI JEFE CROSSFIT

Address of Location: 8110 W UNION HILL DR GLENDALE MARICOPA AZ 85308
Street City COUNTY State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: DARAVO JOSEPH FREDERICK [REDACTED]
Last First Middle
2. Applicant's mailing address: 9049 W LAKE PLEASANT PARKWAY PEORIA AZ 85382
Street City State Zip
3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (423) 561 7795
4. Applicant's email address: [REDACTED]

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 0

(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☒ No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Journey Church Percentage: 25%

Address 9049 W LAKE Pleasant Parkway Pecan AZ 85382
Street City State Zip

Name El Jefe Crossfit Percentage: 75%

Address 8110 W. Union Hill Dr Glendale AZ 85308
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

0 Number of Police 2 Number of Security Personnel ☐ Fencing ☐ Barriers

Explanation: THE EVENT IS HELD INDOORS AND ID's will BE
CHECKED BY SERVERS. SECURITY PERSONNEL will watch for
CONSUMPTION AND GUIDELINES FOLLOWED.

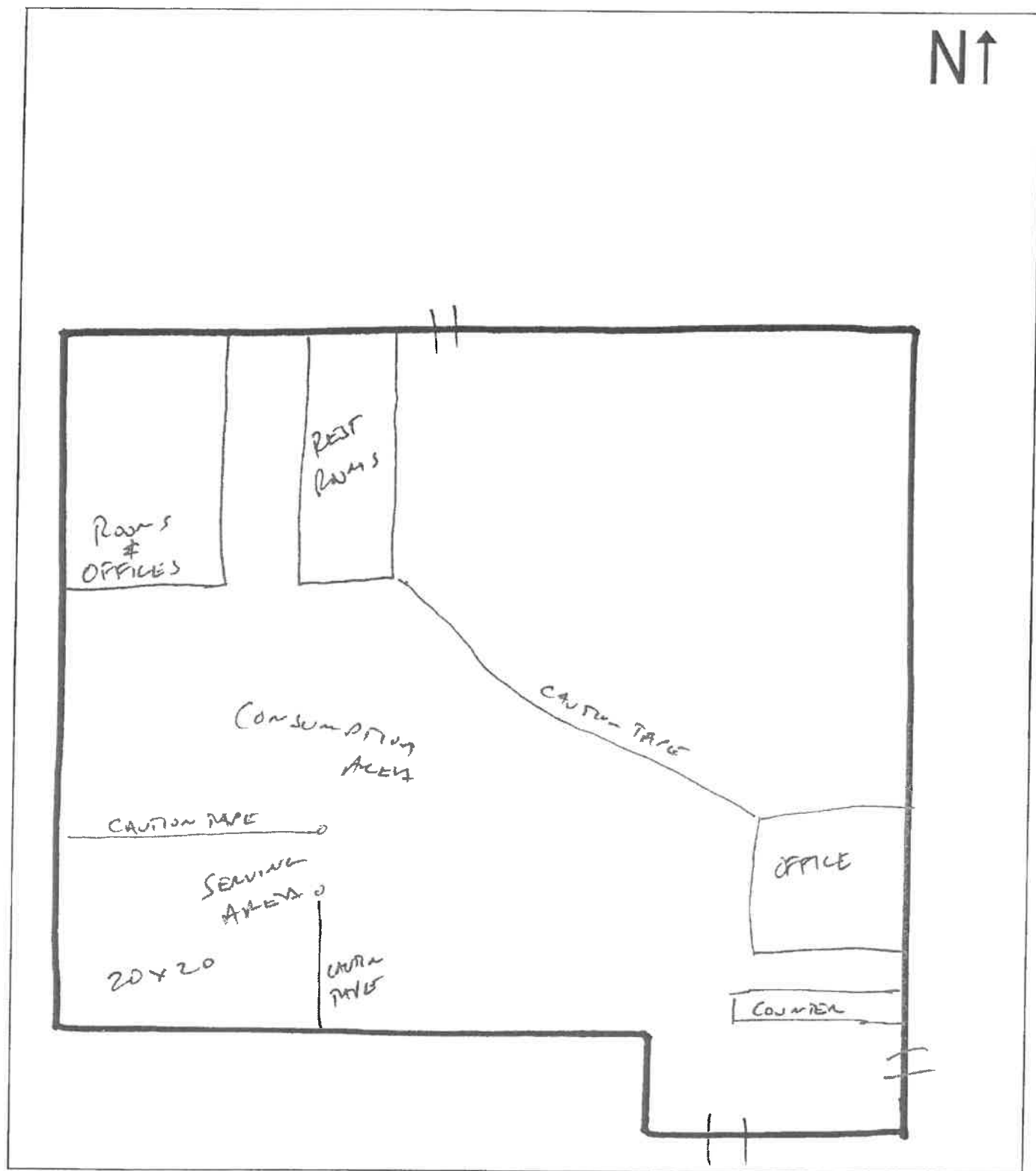
SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.

See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>4/22/17</u>	<u>Saturday</u>	<u>8:00AM</u>	<u>8:00PM</u>
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) JOSEPH FREDERICK DARAU declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] Chairman 3/13/17 6235617795
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13th March 2017
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 9-22-2017 [Signature]
Date Signature of Notary Public

TELESHA E. JENSEN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
September 22, 2018

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) JOSEPH FREDERICK DARAU declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] Chairman 3/13/17 6235617795
Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 13th March 2017
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 9-22-2017 [Signature]
Date Signature of Notary Public

TELESHA E. JENSEN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
September 22, 2018

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

17-48

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Date: 03-15-17

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New license

Business Name: **Journey Church**

Business Address: **9049 W. Lake Pleasant Pkwy (Event at 8110 W. Union Hills Dr. #250 - El Jefe Crossfit)**

Applicant/s Information

Name: **Darago, Joseph**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/15/2016	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft		6	
911 calls		1	
Trespassing	1	2	
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*		12	
Other criminal		2	
Total calls for service	1	23	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

Proceeds from this event go to the Journey Church and El Jefe Crossfit.

Event is scheduled for 04-22-17 (Sat).

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-15-17</u>
CID Lieutenant or Commander	<u>D. Lewis</u>	<u>3-15-17</u>
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>C. B. [Signature]</u>	<u>3/15/17</u>



Legislation Description

File #: 17-111, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-22327, OLDE TOWNE GLENDALE MARKET

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Olde Towne Glendale Market located at 5601 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076850) was submitted by Sharita Smith.

Background Summary

The location of the establishment is in the Ocotillo District and is over 300 feet from any church or school. The property is zoned PR (Pedestrian Retail). The population density within a one-mile radius is 16,187 per the 2010 US census. Olde Towne Glendale Market is currently operating with an interim permit; therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	2
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	9
11	Hotel/Motel	1
12	Restaurant	12
14	Private Club	<u>2</u>
	Total	30

Pursuant to A.R.S. § 4-203(A), when recommending approval or denial of this new, non-transferable series 10 license, Council may take into consideration the capability, qualifications, and reliability of the applicant.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, March 1 thru March 21, 2017.



17-29

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **02-28-17**

License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

Definition: Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **New License**

Definition: New license

Business Name: **Olde Towne Glendale Market**

Business Address: **5601 W. Glendale Ave**

Applicant/s Information

Name: **Smith, Sharita**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/1/2012	Other Suites	New ownership call history beginning: 2/22/2017
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies			
Burglary / Theft	4		
911 calls	10		
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	19		
Other criminal	1		
Total calls for service	36	N/A	0

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Alexander Anaya (Agent)
Anayalators LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

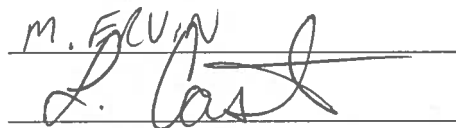
Police Department recommendation has No Cause for Denial.

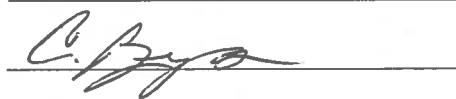
Investigating Officer – M. Ervin

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

M. ERVIN




Date

3-1-17

3-2-17

3/2/17



Legislation Description

File #: 17-121, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH NORCON INDUSTRIES, INC., FOR THE REPAIR OF EXISTING OPERABLE WALLS AND TRACKS AND REPLACEMENT OF EQUIPMENT ASSOCIATED WITH THESE REPAIRS

Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Norcon Industries, Inc. for the repair of existing operable “air walls” and tracks and replacement of equipment associated with these repairs, as needed, at the Glendale Civic Center. If approved, it will result in the expenditure of \$69,494.74 over a three-year period and also allow for future authorization for additional repairs and maintenance, should they be necessary.

Background

In 1997, the City moved forward with the construction of a new, City-owned, property between Glenn Drive and Palmar Avenue from 57th Drive to 57th Avenue. Known as the Glendale Civic Center, this facility is used for community meetings and activities, as well as City sponsored functions, and serves as a focal point for downtown Glendale. It includes state-of-the-art audio and visual capabilities, meeting space to accommodate several hundred people at a time, and a full-service catering facility. In total, the facility consists of 40,000 square feet of rentable space for corporate meetings, conferences, trade shows, graduations and a variety of social gatherings including weddings and proms. Since its opening in December 1999, more than 1.5 million persons have used the Civic Center for a variety of events and on average; it hosts approximately 195 events annually that draws 56,306 persons. As with most public facilities, this volume of traffic often results in a periodic need to repair and/or replace certain equipment within the Center. One such item is the current operable “air wall” system.

The Civic Center’s Crowne Ballroom and Diamond Ballroom are equipped with a total of six (6) operable “air walls” that require ongoing maintenance and repairs. The current system was installed in December 1999 and is now in need of repair and maintenance in order to sustain mobility and operations to accommodate the events at the Civic Center.

Approval of this linking agreement will allow the Civic Center to move forward with these needed repairs.

Analysis

The existing operable air walls at the Civic Center are the original walls installed when the facility opened in December 1999. It is crucial for the staff to have the ability to move these walls as business levels dictate.

Each event requires a unique room layout and it is necessary to move the walls to accommodate the clients booking events at the Civic Center. These walls are moved quite often as each event has different requirements for room layouts. It is therefore very important to maintain them on a regular basis; if not, their movement can become restricted and they can become a safety hazard.

Linking agreements are a form of cooperative purchasing, which allows counties, municipalities, schools, colleges and universities in Arizona the opportunity to use the same contract as competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On September 16, 2016, Norcon Industries was awarded their contract by the Mohave Educational Services Cooperative, Inc. through a competitive bid process and includes a provision for cooperative purchasing under the Mohave Educational Services Cooperative program. Under these parameters, Norcon Industries is qualified and capable of performing the needed repair and maintenance of the Civic Center walls.

The Procurement Division and the City Attorney's Office have reviewed and approved the utilization of the agreement for the defined services and concur that this cooperative purchase agreement is in the best interest of the city.

Community Benefit/Public Involvement

It is necessary to maintain and repair these walls in order to accommodate various community events booked at the Civic Center. Their timely repair will result in maintaining a well-respected City facility in downtown Glendale.

Budget and Financial Impacts

Current and future funding for agreement with Norcon Industries, Inc., is available in the Civic Center Building Maintenance Budget, #1000-14725-522400. Repairs to the wall system will be phased the next three years as follows: FY 16-17: \$24,062.48; FY 17-18: \$24,062.48 and FY 18-19: \$21,369.78.

Cost	Fund-Department-Account
\$69,494.74 (3 year total)	1000-14725-522400, Building Maintenance & Repair

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

FILE COPY

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORCON INDUSTRIES, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 2017, between the City of Glendale, an Arizona municipal corporation (the "City"), and Norcon Industries, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 16, 2016, under the Mohave Arizona Cooperative Purchasing, the Mohave Educational Services Cooperative (MESC) entered into a contract with Contractor to purchase the goods and services described in the Doors, Locking Systems, Door Hardware and Operable Walls, Contract No. 16G-NPAR-0916 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was September 16, 2016, until the date the contract expires on September 16, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond September 16, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until September 16, 2017. The City Manager or designee, however, may renew the term of this

Agreement for 4 additional one-year periods until the Cooperative Purchasing Agreement expires on September 16, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred and fifty thousand dollars (\$250,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below

City of Glendale
c/o Diane Williams, Civic Center Administrator
5750 West Glenn Drive
Glendale, Arizona 85301
623-930-4312

and

Norcon Industries, Inc.
c/o Edward B. Norris, President
5412 East Calle Cerritos
Guadalupe, Arizona 85283
480-839-2324

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

"City"

City of Glendale, an Arizona
municipal corporation


By:

Kevin R. Phelps
City Manager

"Contractor"

Norcon Industries, Inc.,
an Arizona corporation

By:



Name: Edward B. Norris
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORCON INDUSTRIES, INC.**

EXHIBIT A
MOHAVE ARIZONA COOPERATIVE PURCHASING
Doors, Locking Systems, Door Hardware and Operable Walls, Contract No. 16G-NPAR-0916

16G-NPAR-0916 Norcon Industries, Inc. Award, Extension, and Amendment Documents

16G-NPAR-0916 Award Letter	2
16G-NPAR-0916 Offer and Acceptance Form	5
16G-0624 Signed Award Recommendation	6
16G-0624 Evaluator Agreements	10
16G-NPAR-0916 Federal and State Excluded Parties Documents	13
16G-NPAR-0916 Contract Extension Documents	16
16G-NPAR-0916 Contract Amendments	17

Click section title to be taken directly to that section.



NOTIFICATION OF AWARD LETTER

August 15, 2016

Sent this day via email to tim@norconindustries.net

Edward B. Norris, President
Norcon Industries, Inc.
5412 E. Calle Cerritos
Guadalupe, AZ 85283

Congratulations, Norcon Industries, Inc.'s response has been awarded a contract under IFB 16G-0624. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Norcon Industries, Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for IFB 16G-0624 shall be made available for public inspection on August 16, 2016.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mike@mesc.org.

Your contract number is 16G-NPAR-0916 and will take effect on September 16, 2016.

If you have any questions regarding your new contract, please call me at (928) 718-3203. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read "Michael R. Nentwig", followed by a horizontal line.

Michael R. Nentwig
Contract Specialist I

NOTES ON AWARD FOR: Norcon Industries, Inc.

- Please remind the member of their responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Members can go to (service.mesc.org/PVF/plist.php) to assist in meeting this due diligence responsibility.
- Financial information included under Tab 2 of your response will be kept confidential.
- All products must be priced using contract pricing approved by Mohave.
- All quotes shall include your contract #16G-NPAR-0916.
- Send requests for pricing updates to Mike Nentwig – mike@mesc.org.
- Do not provide any goods/services until you receive a Mohave reviewed purchase order.
- Quick payment discounts must be approved by Mohave before being offered to members, and must be available equally.
- Order cycle overview:
 1. Member forwards purchase orders to Mohave. Vendor is Norcon Industries, Inc.
 2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to Norcon Industries, Inc.
 3. Norcon Industries, Inc. provides product/services.
 4. Norcon Industries, Inc. invoices member.
 5. Member pays Norcon Industries, Inc.
 6. Norcon Industries, Inc. sends Usage and Reconciliation Report to Mohave.
 7. Norcon Industries, Inc. remits administration fee monthly, based on invoices paid.
 8. Mohave audits selected purchases.

REQUIREMENTS/ACTION ITEMS FOR THE AWARD:

- **This award combines the following solicitations: 11F-0708 (Locking Systems for Doors and Related Hardware) and 12J-0615 (Doors, Accordion Doors and Operable Walls). These contracts will be replaced effective September 16, 2016. Please indicate your acknowledgment. Email this acknowledgement to mike@mesc.org no later than September 1, 2016.**
- You agreed to provide a reconciliation report detailing activity under the contract, and payment for Mohave administration fees. Your report is due on the 15th of each month. These reports will detail activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. **Mohave's Audit Specialist will contact you about two weeks prior to your first report's due date to provide you with a sample report. They will also provide information and assist you in understanding what is required when submitting your reconciliation report.**
- Items in the reconciliation report must include member names, PO numbers, invoiced amounts, administration fees, invoice numbers, and credit/return information for all invoices paid and credits issued in the prior month. **You may submit alternate reports (different format, different field names, etc. from what is contained in the sample reconciliation report provided by Mohave's Audit Specialist), as long as the required information is provided.**
- If no invoices were paid under the contract in the previous month, you must send an email to adminreport@mesc.org advising of no sales to report for the month.
- Your Procurement Specialist will be contacting you once orders have been processed under your contract. They will discuss the Open Order Report and Status Report requirements with you at that time.

NOTES ON AWARD FOR: Norcon Industries, Inc.

- You agreed to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Your report is due on the 15th of each month. **Mohave's Audit Specialist will contact you and provide you with a sample report, based on reports provided under contract 12J-NPAR-0825.**
- If no invoices were paid under the contract in the previous month, you may send an email to adminreport@mesc.org advising of no sales to report for the month.
- Because you have an existing Mohave contract, we want to address how to properly report invoices on your monthly reconciliation reports because it may be necessary to submit two separate reports until all old contract purchases are closed:
 - Line item purchase orders that remain open under 12J-NPAR-0825 should be reported on 12J-NPAR-0825 reconciliation reports.
 - Blanket purchase order invoices with a ship date prior to, or on September 15, 2016 should be reported on the 12J-NPAR-0825 reconciliation reports.
 - New purchase orders issued under the 16G-NPAR-0916 contract should be reported under 16G-NPAR-0916 reconciliation reports.
 - Blanket purchase order invoices with a ship date after September 15, 2016 should be reported on the 16G-NPAR-0916 reconciliation reports.
- Administration fee payments should be mailed to:
Mohave Educational Services
625 E. Beale St.
Kingman, AZ 86401
- In order to assist members with new contract award notices, Mohave **will** be releasing your contract award information to the members prior to September 16, 2016. Information regarding your contract award will be posted to our website and will be made available in our product vendor finder. Pricing from your awarded contract will also be made available to our members. All of this information will be accessible by our members before September 16, 2016. You may provide quotes to members for this contract. However, it will be your responsibility to inform members the contract is not effective until September 16, 2016, and members should not be processing purchase orders until that date. Acting on purchase orders (delivering products or services) prior to September 16, 2016 **is a violation of the contract**. Please ensure that your staff is aware of the effective date September 16, 2016, in order to avoid contract confusion.
- All future pricing updates must be electronic. Updates on the original Excel workbooks are preferred. Similar formats in Word or PDF are acceptable.
- We feature marketing information about your current contract in the product vendor finder on our website. Please visit our website (www.mesc.org) and go to the "All Products/Vendors" under the "Contracts & Solicitations" menu. Find your company from the list and click on your name. Once on your company information, review the "About Vendor" section of the "Overview." Confirm in writing if that information is still accurate, or if changes need to be made. Mohave reserves the right to edit information for content or length. **Email this information to mike@mesc.org no later than September 1, 2016.**
- The answer to Primary Vendor Information – Method of Approach Question Three addressing the use of subcontractors stated, "We will not subcontract any work. Installer must be factory trained." A statement in the Supplemental Information – Method of Approach contradicted this answer. Your bid stated, "We have the full capabilities to support a contract of the size using our in-house staff; however, when necessary, we will supplement with qualified, factory-trained subcontractors when excessive workloads dictate." Clarify which statement is correct regarding the use of subcontractors. **Email this information to mike@mesc.org no later than September 1, 2016.**
- The shipping description listed in the submitted 16G-0624 Workbook is unclearly stated. Provide a revised pricing workbook with a clear and understandable shipping statement. **Email this information to mike@mesc.org no later than September 1, 2016.**

**Bid and Acceptance Form
(Place after Tab 1a)**

**IFB 16G-0624
Doors, Locking Systems, Door Hardware and Operable Walls**

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the bid.

Federal Employer Identification Number 86-0557816

Company Name Norcon Industries, Inc.

Address 5412 E. Calle Cerritos City Guadalupe State AZ Zip 85283

Telephone Number 480-839-2324

The Bid and Acceptance Form should be submitted with a signature of the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations, or other modifications in bid. Failure to sign the Bid and Acceptance Form, or to make other notations as indicated, may result in rejection of bid.

Authorized Signature 

Printed Name Edward B. Norris Title President

Primary Email tim@norconindustries.net Alternate email nancio@norconindustries.net

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Bid and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:

As an awarded contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

This contract shall be referred to as Contract Number 16G-NPAR-0916

Awarded this 15 day of August 2016.

This contract shall be effective this 16 day of September 2016.


Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

Date: August 11, 2016

To: Anita S. McLemore, C.P.M., Interim Executive Director

Through: Mark DiBlasi, CPPB, Contracts Manager

From: Mike Nentwig, Contract Specialist I

Subject: Award Recommendation for IFB 16G-0624, Doors, Locking Systems, Door Hardware and Operable Walls

On June 24, 2016 Mohave received ten responses to IFB 16G-0624. In accordance with the procurement rules and the solicitation, the basis of award was lowest responsive and responsible bidder(s). Market basket pricing was used to develop a ranking from lowest to highest price for the bids determined to be responsive and responsible. The market basket pricing was created using the submitted pricing from all responsible and responsive bidders. Clark Security Products, DH Pace Company, Inc., Norcon Industries, Inc. and Twin City Hardware, Inc. Phoenix Office dba TCH Southwest were determined to be the lowest bidders using the individual, as well as grand totals for eleven different market baskets.

Clark Security Products, DH Pace Company, Inc., Norcon Industries, Inc. and Twin City Hardware, Inc. Phoenix Office dba TCH Southwest were determined to be responsive and responsible. They provided the following required information:

- Bid security of \$100,000
- Evidence of required licenses
- Evidence of required bonding capacity
- Provided the majority of the products and services requested in solicitation
- Demonstrated necessary experience
- Demonstrated ability to adequately service members statewide for all products and services offered

The evaluation committee determined a single award is not advantageous to Mohave's members. The solicitation authorized multiple awards to meet the needs of Mohave's large number of various types of members located throughout Arizona. This is a statewide contract aimed at providing door, door hardware, door locks, overhead doors operable walls and partitions. No single offer demonstrated the ability to effectively, and efficiently meet all our members' needs for doors, door hardware, door locks, operable walls and partition projects.

Award is recommended to the least number of bidders determined necessary to meet the members' requirements. The decision was based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

The criteria for selecting bidders for multiple contracts is based upon considerations for members' experience with existing doors, door hardware, door locks, operable walls and partition products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity of \$150,000, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

IFB 16G-0624 Award Recommendation

Awards are recommended to the responsible and responsive bidders with the lowest cost, based upon the market baskets referenced above. Market basket pricing from the responsible and responsive bidders follows:

Market Basket Grand Totals				
Market Basket Segments	Clark Security Products	DH Pace Company, Inc.	Norcon Industries, Inc.	Twin City Hardware, Inc. Phoenix Office dba TCH Southwest
Market Basket – (1 – 3) - Doors	No Bid	\$842.10	No Bid	\$817.04
Market Basket – (4 - 6) – Door Hardware / Locksets	\$3028.22	\$3087.16	No Bid	\$2,776.13
Market Basket – (7 - 9) Overhead Doors	No Bid	\$7,593.12	No Bid	No Bid
Market Basket – (10 - 11) – Operable Walls and Partitions	No Bid	\$16,113.60	\$14,384.88	No Bid

Individual Market Basket Results				
Market Basket Segments	Clark Security Products	DH Pace Company, Inc.	Norcon Industries, Inc.	Twin City Hardware, Inc. Phoenix Office dba TCH Southwest
Market Basket 1	No Bid	\$348.60	No Bid	\$310.94
Market Basket 2	No Bid	\$373.80	No Bid	\$317.30
Market Basket 3	No Bid	\$119.70	No Bid	\$188.80
Market Basket 4	\$677.41	\$568.69	No Bid	\$610.78
Market Basket 5	\$276.82	\$240.47	No Bid	\$261.35
Market Basket 6	\$2,074.00	\$2,278.00	No Bid	\$1,904.00
Market Basket 7	No Bid	\$1,773.60	No Bid	No Bid
Market Basket 8	No Bid	\$3,824.70	No Bid	No Bid
Market Basket 9	No Bid	\$1994.82	No Bid	No Bid
Market Basket 10	No Bid	\$9885.60	\$10,361.63	No Bid
Market Basket 11	No Bid	\$6228.00	\$4023.25	No Bid

Details for the recommended awards are as follows:

- Twin City Hardware, Inc. Phoenix Office dba TCH Southwest was the lowest overall bidder in the door and door hardware market basket segments. They were the lowest bidder in three individual market baskets and the second lowest in three other individual market baskets. Twin Cities Hardware, Inc. Phoenix Office dba TCH Southwest bid a total of 37 manufacturers. They provided the best discount for 10 manufacturers as compared to the other bidders. Manufacturers included Don-Jo, Schlage Electric, Schlage Lock, and Stanley – Closers. They also provided 4 unique manufacturers not provided by the other bidders. These manufacturers include Hiawatha, Kaba Simplex and Securam. Their current aggregate bonding capacity is \$4,000,000.

IFB 16G-0624 Award Recommendation

- DH Pace Company, Inc. was the only bidder to bid all specifications of the solicitation. In the door and door hardware market basket segments they were the lowest bidder in three individual market baskets and second lowest in two other market baskets. They were the only bidder to provide overhead doors and operators. In the partition market basket segment they were the lowest bidder in one market basket. They have a large installed base of products in Arizona. DH Pace Company, Inc. bid a total of 71 manufacturers. They provided the best discount for 20 manufacturers as compared to the other bidders. Manufacturers include Adams Rite, Glynn-Johnson, HES, Ives, Pemko, Schlage Lock, Stanley – Precision and Trimco. They also provided 35 unique manufacturers not provided by any other bidder. Manufacturers include ABH, DCI, Door Controls, Hirsch, Jackson, Norton, PDQ, Record, Vanderbilt and Zerco International. Their current aggregate bonding capacity is \$40,000,000.
- Norcon Industries was the overall lowest bidder for the operable walls and partitions market basket segment. They were the lowest bidder in one of two individual market baskets. They have a large installed base of products in Arizona. They were the only bidder recommended award to offer Modernfold products. Norcon Industries provided the lowest labor and travel/drive rates. Their current aggregate bonding capacity is \$20,000,000.
- Clark Security Products was the second lowest overall bidder in the door hardware market basket segment. They bid a total of 137 different manufacturers for door hardware. Of these 137 manufacturers, 99 were unique and were not provided by DH Pace Company or TCH Southwest. Some of these unique manufacturers include American Lock, ASSA Inc., Command Access Technologies, Emtex, HID Global, Instakey, Master Lock, Maxell Corp., United Security and Weiser Lock. Clark Security Products also provide the best discount for 13 manufacturers as compared to the other bidders. These manufacturers include Stanley Best – Parts, Security Door Controls, LCN Closer, Von Duprin and BEA Inc. Their current aggregate bonding capacity is \$30,000,000.

None of the bidders recommended for award are on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

The current contracts under IFB 11F-0708 expires on September 15, 2016 and IFB 12J-0615 expires on August 25, 2017. It is recommended the awards under IFB 16G-0624 take effect on September 16, 2016.

It is the recommendation of the evaluation committee that contracts be awarded to Clark Security Products, DH Pace Company, Inc., Norcon Industries, Inc. and Twin City Hardware, Inc. Phoenix Office dba TCH Southwest for Doors, Locking Systems, Door Hardware and Operable Walls.

Not recommended for award (Non-responsive)

American Direct Procurement, Inc. - Bid did not contain a letter from a bonding agency describing the bidders current bonding capacity (single and aggregate levels).

APL Access & Security, Inc. – Bidder indicated "No Bid" to specifications 1.1.01 through 1.1.14 - General Requirements and 1.2.01 through 1.2.04 - Installation Requirements. In doing so, they did not respond to critical specifications regarding the products being bid or any assurance that their methods comply with the minimal standards set forth by Mohave and trade organizations that oversee this industry.

Intermountain Lock & Security Supply – Bid did not contain the required bid bond in the amount of \$100,000 or the letter from a bonding agency describing the bidders current bonding capacity (single and aggregate levels).

IPVision, LLC - Bid did not contain the required bid bond in the amount of \$100,000 or the letter from a bonding agency describing the bidders current bonding capacity (single and aggregate levels).

Kelley Brothers of Arizona - Bid did not contain a letter from a bonding agency describing the bidders current bonding capacity (single and aggregate levels).

L.R. Borelli Inc. dba Partitions & Accessories Company - Bidder indicated "No Bid" to specifications 1.1.01 through 1.1.14 - General Requirements and 1.2.01 through 1.2.04 - Installation Requirements. In doing so, they did not respond to critical specifications regarding the products being bid or any assurance that their methods comply with the minimal standards set forth by Mohave and trade organizations that oversee this industry.

IFB 16G-0624 Award Recommendation

Approval of the #16G-0624 award as recommended:



Signature: _____

Mark DiBlasi, CPPB
Contracts Manager

Date: 8/12/16



Signature: _____

Anita S. McLemore, C.P.M.
Interim Executive Director

Date: 8/12/16

MOHAVE IFB 16G-0624 EVALUATOR AGREEMENT

NAME Michael Nentz TITLE Contract Specialist I
EMPLOYER MESC PHONE 928-748-3203
ADDRESS 625 E. Beale St. Kingman AZ 86401

Statement of Understanding

I agree to evaluate the responses to the solicitation according to its terms. I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation. If any conflict or potential of conflict of interest exists, I will disclose the conflict to Mohave.

I also agree not to discuss my evaluation or any of the evaluation process prior to the announcement of an award, as required by Arizona law (per ARS § 41-2616, C).

Please read the following statements duplicated from the IFB prior to evaluation:

Basis of award: Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the low ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

Responsible bidder: A responsible bidder is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine a bidder to be responsible before awarding a contract to bidder.

Responsive bids: A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

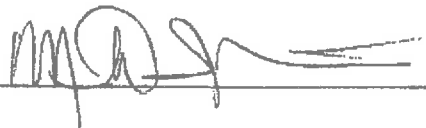
NOTE: Mohave may publicly thank members of the evaluation committee who are not employed by Mohave on our website. Your signature below indicates understanding that we may publicly recognize your help with the evaluation process. If you do not wish to be thanked in this manner, please indicate that below.

Please check one of the following:

☒ I have no conflict of interest.

☐ I have attached a statement of potential conflict of interest.

Signature



Date

Jun 27, 2016

Signature by Mohave:



MOHAVE IFB 16G-0624 EVALUATOR AGREEMENT

NAME Griselda Cruz TITLE Audit Specialist
EMPLOYER Mohave Educational Services PHONE (928) 718-3206
ADDRESS 625 E. Beale St. Kingman AZ, 86409

Statement of Understanding

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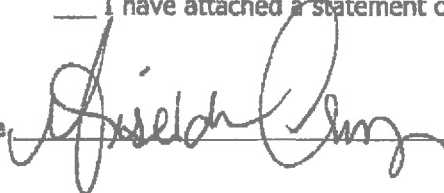
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Please check one of the following:

☒ I have no conflict of interest.

☐ I have attached a statement of potential conflict of interest.

Signature



Date 7/22/16

Signature by Mohave:



MOHAVE IFB 16G-0624 EVALUATOR AGREEMENT

NAME Patricia Lorenzen TITLE Lead Buyer
EMPLOYER Tempe Union High School District PHONE (480) 345-3714
ADDRESS 100 W Guadalupe Rd Tempe, AZ 85283

Statement of Understanding

I agree to evaluate the responses to the solicitation according to its terms. I understand that Mohave will consider my evaluation along with evaluations by other professionals. However, I also agree that Mohave is under no obligation to accept my evaluation, except as advisory. I also understand that Mohave will hold my employer and/or me harmless if any vendor or interested party protests any award or lack of award made by Mohave under the terms of this solicitation. If any conflict or potential of conflict of interest exists, I will disclose the conflict to Mohave.

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Please check one of the following:

☒ I have no conflict of interest.

☐ I have attached a statement of potential conflict of interest.

Signature Patricia Lorenzen Date 6/29/10

Signature by Mohave:

Anita S. Moore

SAM Search Results
List of records matching your search for :

Search Term : Norcon* Industries* Inc.*
Record Status: Active

ENTITY NORCON INDUSTRIES, INC.

Status:Active

DUNS: 174970012

+4:

CAGE Code: 0ZZK7

DoDAAC:

Expiration Date: Jun 21, 2017

Has Active Exclusion?: No

Delinquent Federal Debt?: No

Address: 5412 E CALLE CERRITO

City: TEMPE

State/Province: ARIZONA

ZIP Code: 85283-1001

Country: UNITED STATES

16G-NPAR-0916

Contract Extensions

16G-NPAR-0916

Contract Amendments



**Mohave Contract
16G-NPAR-0916**

**Norcon Industries, Inc.
Via Email**

September 6, 2016

Agreement To Amend the Terms and Conditions for Certification

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation that went into effect August 6, 2016, Mohave is amending its existing contracts. This law "*prohibits public entities from entering into contract with a company to acquire or dispose of services, supplies from information technology or construction, unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.*"

The Terms and Conditions of your contract have been modified as follows:

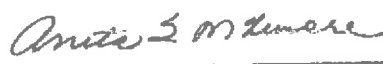
6. CERTIFICATION

By signing the amendment below, offeror certifies the following:

- Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.


Tim Norris
Norcon Industries, Inc.

Dated 9/13/2016


Dated September 6, 2016
Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORCON INDUSTRIES, INC.**

EXHIBIT B
Scope of Work

PROJECT

Purchase of equipment and services for operable walls and partitions repair and maintenance on an as needed basis for the city of Glendale Civic Center.

**Scope of Work
(Place after Tab 1e)**

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources and installation of doors, locking systems, hardware, operable walls and accordion doors as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of approximately 450 public agencies. A current list of all members can be found on Mohave's website at www.mesc.org. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions.

The intent of this contract is to combine locking systems, doors, accordion doors, operable walls and related hardware described in the scope of work/specifications. The award and effective dates of this contract are estimated dates only. Mohave may elect to award and make effective this contract prior to, or after the dates contained in the Estimated Timeline of Events (Page 5). A contract vendor holding an awarded contract under IFB 11F-0708 or IFB 12J-0615, who is also awarded a contract under 16G-0624, may elect to cancel their existing contract and use the newly awarded contract. All other contract vendors shall fulfill their current contracts awarded under IFB 11F-0708 or IFB 12J-0615.

The scope of work/services and specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Modernfold, Curries, Stanley, Sargent, Schlage, Hufcor, Air Louvers, Total Door, Best Access and Don-Jo. The specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

Two contract vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from the effective date including year to date activity (as of the publication date of this IFB) is \$7,630,017. This information is provided as an aid to bidders in preparing bids only. It is not to be considered a guarantee of volume under an awarded contract. The discount and pricing schedule shall apply regardless of the volume of business under the contract.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bid Issued	May 16, 2016
Pre-bid Conference Held	June 7, 2016 at 10:00 a.m. (local AZ time) Pre-bid conference will be held using <i>WebEx</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	June 17, 2016 at 5:00 p.m. (local AZ time)
Published IFB Due Date and Time	June 24, 2016 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	June 24, 2016 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	August 15, 2016 NOTE: Notification will be sent by email to all awardee(s) and non awardee(s) on or before this date.
Execution of Contract(s) (<i>estimated date only</i>)	September 15, 2016

**Scope of Work
(Place after Tab 1e)**

3. SUBMISSION OF BIDS

- 3.1.** Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2.** The bidder must submit a bid following information detailed in the *Instructions to Bidder and Checklist Form*.
- 3.3.** A bid submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after specified due date and time.

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

Award(s) shall be made to the lowest responsive and responsible bidder(s) whose bid(s) conform in all material respects to the requirements and evaluation criteria below:

1) Pricing Information: Paper copy of summary section worksheets, two (2) electronic copies of the entire workbook, price schedules, additional requested price information, market basket pricing data (in paper and electronic format), mobilization and travel description, pricing methodology, bond methodology description, volume discount information, quick pay discount information, Pcard acceptance information;

2) Bid and Acceptance, Terms and Conditions, Scope of Work and Specification Documents, Bid Bond, Bonding Capacity: Bid and Acceptance, amendments (if any), General and Special Terms and Conditions Acceptance Forms, Standard Terms and Conditions for Construction Acceptance Form, Scope of Work, Specifications with exceptions/deviations noted, original bid bond/alternate bid security, current single job and aggregate bonding capacity information, Scope of Work and Specifications Acceptance Form;

3) Primary Vendor Information: Complete response to the Method of Approach and Qualification and Experience pages, evidence of Arizona contractor's license, references (past performance information), certificate of insurance, financial information;

4) Supporting Contract Documents: Completed supporting contract documents, support and maintenance information, sample supplemental or end-user agreements, extended warranty or maintenance service plan information;

5) Additional Information: Instructions to Bidder and Checklist form, descriptive literature, slicks and any other supporting printed data.

References and definitions used for specifications: (acronyms used in the solicitation are noted in bold font below):

American Association of Automatic Door Manufacturers (**AAADM**) <http://www.aaadm.com>

American with Disability Act (**ADA**) <http://www.ada.gov>

American National Standards Institute (**ANSI**) <http://www.ansi.org>

American Society for Testing and Materials (**ASTM**) <http://www.astm.org>

Architectural Woodwork Institute (**AWI**) <http://awinet.org>

Arizona Department of Education (**ADE**): www.ade.az.gov

Arizona Revised Statutes (**ARS**): www.azleg.state.az.us/arizonarevisedstatutes.asp

Builders Hardware Manufacturers Association (**BHMA**) <http://buildersshardware.com>

Code of Federal Regulations (**CFR**): www.ecfr.gov/cgi-bin/text-idx?tpl=%2Findex.tpl

Door & Access Systems Manufacturers Association (**DASMA**) <http://www.dasma.com>

Door Hardware Institute (**DHI**) <http://dhi.org>

Special Terms and Conditions
(Place after Tab 1d)

Some Special Terms and Conditions specify placement of information in tabs other than Tab 1d as noted in the title above. Pay close attention to placement information (identified in bold text) as indicated in select Special Terms and Conditions.

1. BIDDER QUALIFICATIONS

It is preferred that the bidder has extensive knowledge and at least three (3) years experience with the provision, installation and maintenance of the product, material, process, or services offered. Mohave reserves the right to accept or reject newly formed companies based solely on information provided in the bid and/or its own investigation of the company.

2. BID BONDS AND BONDING CAPACITY

2.1. Bid Bond: Bidder shall provide an original bid bond or alternate bid security in the amount of **\$100,000**. **Place after Tab 1f.** Note: Bid security as a percentage of the bid value (e.g. – 10% of contract award) is not acceptable.

2.2. Bonding Capacity: The required minimum single job bonding capacity for this contract shall be **\$150,000**. Bidder shall provide a letter from your bonding agency describing your current bonding capacity, as follows:

- Your single job bonding capacity.
- Your aggregate bonding capacity.
- An agent of your licensed bonding agency shall sign the letter.

If the original letter is not signed and/or has conflicting information, it shall render your bid nonresponsive. **Place letter from bonding agency after Tab 1f.**

3. DELIVERY

3.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

3.2. Defective goods: Contract vendor agrees to arrange and pay for return shipment of goods that arrive in a defective or non-operable condition.

3.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

3.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

3.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Restocking and return shipping charges shall be identified in the price workbook.

4. FORM OF CONTRACT

4.1. Contract vendor contract documents: If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.

If awarded a contract, any additional contract vendor's documents shall not become part of Mohave's contract unless, and until, an authorized representative of Mohave reviews and approves them.

4.2. Form of contract: The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and properly issued member purchase orders referencing the requirements of the Invitation For Bid.

Special Terms and Conditions
(Place after Tab 1d)

4.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

5. INSTALLATION

Installation shall be scheduled directly with member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

6. INSURANCE

6.1. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this contract.

6.2. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive general liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000. Evidence of the required insurance shall be provided with your bid by means of a current certificate of insurance with the coverage as stated above. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2c.**

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract.

6.3. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

6.4. Subcontractor insurance: Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor, member and Mohave.

6.5. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with Arizona state statute and evidenced by a certificate of insurance.

7. MAINTENANCE FACILITIES AND SUPPORT

It is preferred that each contract vendor should have maintenance facilities and a maintenance support system available for servicing products throughout Arizona, or the regions specified in their bid. Maintenance facilities shall have sufficient parts inventory to provide quality service on products sold to members. Trained and qualified technicians shall be available to cover all parts of the state, or specific regions within the state for regional bids. It is preferred that maintenance services are available within 24 hours. If a third party is used to provide maintenance or warranty work, bidder shall include details of any such arrangement in the bid.

8. MANUFACTURER SUPPORT

Bidders submitting bids as a manufacturer's representative must be able, if requested by Mohave, to supplement the bid with a letter from the manufacturer certifying that bidder is a bona fide dealer for the equipment offered, and that bidder is authorized to submit a bid on such equipment.

9. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail.

Special Terms and Conditions
(Place after Tab 1d)

Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separate from approved contract pricing. A copy of the additional member agreement shall accompany the member's purchase order.

10. PRICING

10.1. Administration fee: Mohave's 1% administration fee shall be included in bidder's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

10.2. Application of pricing: In Mohave's purchase order review process, the date of a valid contract vendor's quote or the date Mohave receives a member purchase order will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

10.3. Basis for pricing: Contract pricing under this IFB shall be based upon:

1. Percent of discount(s) off manufacturer's price list(s) or catalog(s);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the bid). Mohave shall make the sole determination whether contingencies for economic price adjustments identified in your bid are appropriate under an awarded contract; or
3. A combination of the above.

The price included in a catalog, price list, schedule or other form that:

- Is regularly maintained by a manufacturer, distributor or contractor;
- Is either published or otherwise available for inspection by customers; and/or
- States prices at which sales are currently or were last made to a significant number of buyers for the product, material, process or services.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

10.4. Initial catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with bid. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your bid. Submission of outdated price lists or catalogs may result in rejection of bid.

10.5. Fixed prices: Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in the bid. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of submittal and results from an increased cost to contract vendor that was out of contract vendor's control. Mohave shall review requests for fixed price adjustments to determine if the requested adjustments shall be allowed. New fixed prices shall not apply until approved by Mohave. Price changes shall be a factor in contract renewal.

10.6. Combination pricing: Bids for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

10.7. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

10.8. Discounts: Submitted pricing shall clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable

Special Terms and Conditions
(Place after Tab 1d)

materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

10.9. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract shall be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.

10.10. Percent of discount as fixed price: Percent of discount bids that are not based upon published price lists or catalogs will be administered as fixed price contracts.

10.11. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Price reductions (e.g., quantity discounts, time sensitive offers, bundles) must apply to all Mohave orders of similar size and scope. Price reductions limited to a single member are not acceptable. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

10.12. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

10.13. Travel/drive rates or mobilization: Contract vendor may charge for travel/drive rates or mobilization under this contract. Travel/drive rates are only applicable for out of area employees working under this contract. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

- Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.

- Mobilization charges are for the movement of equipment to the jobsite. Mobilization may be billed at a per mile rate or a flat rate.

11. SITE REQUIREMENTS

11.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

11.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS §15-512(H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

Special Terms and Conditions
(Place after Tab 1d)

materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.

10.9. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists, workbooks and/or catalogs found to be non-competitive at any time during the contract shall be grounds for terminating the contract. Any new catalogs/price lists shall meet requirements as stated in **Basis for pricing**.

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10.12. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.

Reimbursements under this section shall not exceed the rates listed in approved pricing, and shall not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

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- Travel/drive rates may be an hourly rate or a per mile rate. If you are using a per mile rate, list your travel/drive reimbursement separately from mileage reimbursement.

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Special Terms and Conditions
(Place after Tab 1d)

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

- 11.3. Onsite Contract Vendor Responsibilities:** The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the current OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

- 11.4. Preparation:** Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 11.5. Registered sex offender restrictions:** For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

- 11.6. Safety measures:** Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to current Arizona law and standard practices to protect workers, general public, and existing structures from injury or damage.

- 11.7. Smoking:** Persons working under the contract shall adhere to current local smoking policies.

- 11.8. Stored materials:** Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Payment for stored materials shall not constitute final acceptance of such materials. The contract vendor shall be responsible for the protection of all material and equipment, whether

Special Terms and Conditions
(Place after Tab 1d)

stored on or off site. Title for all work, materials and equipment shall pass to the member only upon final inspection and payment of remaining job costs.

12. SUBCONTRACTORS

12.1. Awarding subcontracts: Bidder agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.

12.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

12.3. Prime contractor: Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

12.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Arizona procurement rules and code. No subcontracting costs may be hidden in a cost bid to member.

12.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest received. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

12.6. Use of subcontractors: Use of subcontractors shall permit work to be managed effectively and without delay and shall not cause any disturbance or interference to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

13. TERM OF CONTRACT AND EXTENSION

13.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified product, material, process, or services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

13.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

13.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions, if that is determined to be in the best interests of members.

14. TRADE-IN EQUIPMENT

Member and contract vendor shall determine values placed on trade-in products. The value of trade-in shall not affect the amount of administration fee paid to Mohave. Trade-in equipment shall be dismantled and removed at contract vendor's expense. The condition of trade-in equipment at the time it is turned over to contract vendor shall be the same as when the original agreement was made, except for normal wear and tear from use between the time of the offer and trade-in.

Special Terms and Conditions
(Place after Tab 1d)

15. WARRANTY/QUALITY GUARANTEE

15.1. Extended warranties/service contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The extended warranty contract shall be offered as a separate line item.

15.2. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

15.3. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment, for the product or materials to contract vendor by member.

15.4. Quality: Unless otherwise specified, contract vendor warrants that for a period of one (1) year after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

15.5. Warranty requirements: Contract vendor warrants that all products, materials, processes and services delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 24-month manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

- All hardware shall be guaranteed against defects in materials and workmanship for two (2) years upon acceptance of work with a minimum 90-day warranty on service and installation. Repair, replacement, or correction shall be at no additional cost to the Member for warranty work.
- Warranties on wood doors shall cover the full life of the original installation, including hanging and finishing, delaminating, warping, bow, cup and telegraphing of core construction beyond warranty tolerances.
- Accordion doors and operable walls shall be warranted for a period of two (2) years or more.
- Heavy-duty door closers shall be warranted for a period of ten (10) years.

15.6. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

Special Terms and Conditions Acceptance Form
(Place after Tab 1d)

Signature on Page 2 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

☒ **We take no exceptions/deviations to the Special Terms and Conditions.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

☐ **We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions/deviations and Mohave's decision shall be final.)

Scope of Work
(Place after Tab 1e)

Federal Acquisition Regulation (**FAR**): www.gsa.gov/portal/content/101126

Federal Immigration and Nationality Act (**FINA**): <https://www.uscis.gov>

International Building Code (**IBC**) <http://iccsafe.org>

National Fire Protection Association (**NFPA**) <http://www.nfpa.org/>

Steel Door Institute (**SDI**) <http://www.steeldoor.org>

Underwriters Laboratories (**UL**) <http://www.ul.com/>

U.S. Department of Agriculture (**USDA**): www.usda.gov

Window and Door Manufacturers Association (**WDMA**) <http://www.wdma.com>

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
NORCON INDUSTRIES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be paid at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement. The work will be performed on an as needed basis and in accordance as the attached exhibit C.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$250,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Projects include preventative maintenance on operable walls and partitions, replacement of operable wall tracks and panels, and repair and/or replacement of other parts as needed.

-Mohave Modernfold Operable Wall and Partition Pricing is 5% off list Price.

-Prices available in Modernfold Operable Partitions and Accordion Doors Price Book April 2016.

Section Four: Labor Rates

Labor Rates:

Replace the text below with a description of each of your labor service rates. Replace the "Labor Description" below with the name of the labor rate (i.e., Service Technician I). Replace the "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if labor rates do not apply under an awarded contract.

Type of Labor Rate	Normal Hours	Overtime Hours	Weekend/Holiday Hours
Installer	See worksheet titled, "Mobilization Travel"	See worksheet titled, "Mobilization Travel"	See worksheet titled, "Mobilization Travel"
Laborer	See worksheet titled, "Mobilization Travel"	See worksheet titled, "Mobilization Travel"	See worksheet titled, "Mobilization Travel"
Assistant	See worksheet titled, "Mobilization Travel"	See worksheet titled, "Mobilization Travel"	See worksheet titled, "Mobilization Travel"
Emergency	See worksheet titled, "Mobilization Travel"	See worksheet titled, "Mobilization Travel"	See worksheet titled, "Mobilization Travel"

Section Five: Manufacturer's Discount Information

Manufacturer's Discounts:

Replace the text below with a description of each of your manufacturer's discount information. Replace the "manufacturer" below with the name of the manufacturer. Replace the "Product Type" below with a description of the products provided by that manufacturer. Include the discount off MSRP, shipping and warranty information for that manufacturer. Add additional line items as necessary to describe all of your

Manufacturer	Type of Products	Discount off MSRP	Shipping	Warranty Period
Modernfold	Operable Walls	5%	Shipping/Handling	2 years

Section Six: Volume Discount Information

Volume Discounts:

Replace the text below with a description of your volume discounts. Replace the "manufacturer" below with the name of the manufacturer. Replace the "volume purchase amount" with the purchase level necessary to qualify. Replace the "additional discount" with the additional discount amount.

Manufacturer	Amount of Purchase Required	Additional Discount
None offered		

Section Seven: Extended Warranty and Annual Maintenance Information

Extended Warranty and Annual Maintenance Information:

Replace the text below with a description of your extended warranty program. Replace the "manufacturer" below with the name of the manufacturer. Replace the "Extended Warranty" below with a description of the extended warranty. Replace the "warranty cost" with the cost of the warranty. Replace the "Licensing Support Cost" with the costs for any ongoing annual costs for support and licensing.

Manufacturer	Extended Warranty Description	Warranty Cost	Annual Licensing & Support Cost
None offered			

Part Number	Description	Mohave Price (with Admin. Fee)		
		MSRP Price	Discount	
110201-001	R-T 100	\$ 42.62	5%	\$ 40.48
109956-001	R-T 200	\$ 109.13	5%	\$ 103.67
109636-001	Rubber Bumper	\$ 1.02	5%	\$ 0.97
109290-00x	Astragal w/ sound seal Steel Panels	\$ 2.33	5%	\$ 2.21
109180-002	A-2 Endcaps Gray 3.18"	\$ 1.70	5%	\$ 1.61
109180-001	A-2 Endcaps Bronze 3.18"	\$ 1.70	5%	\$ 1.61
108657-00x	Bulb Seal Assy Gyp Panel w/ clips - spacers	\$ 6.63	5%	\$ 6.30
108635-00x	Retainer 1.54" wide legs	\$ 3.00	5%	\$ 2.85
108580-001	For Morse 250 OSD on Modernfold #3&4 chain drive 2.50" OD x 1.64" ID x .156 thick	\$ 39.30	5%	\$ 37.34
108579-001	For Dalton 450 OSD on Modernfold #1 chain drive 4.50" OD x 2.25" ID x .156 thick	\$ 34.28	5%	\$ 32.56
108578-001	Handle, Operator, Interim 1988-90	\$ 49.04	5%	\$ 46.59
108576-001	Top Sweep, Soundmaster	\$ 5.33	5%	\$ 5.06
108528-008	A2 Long w/ Roller	\$ 60.42	5%	\$ 57.40
108528-004	A2 Long w/ Astragal	\$ 51.90	5%	\$ 49.31
108528-002	A2 Short Adjustable	\$ 58.35	5%	\$ 55.43
108528-001	A2 Nominal Drop Seal	\$ 47.70	5%	\$ 45.32
108502-001	New 24 Voic Replacement key	\$ 17.52	5%	\$ 16.64
108499-001	Rollformed Marker Board w/ Trim Steel Panel	\$ 112.50	5%	\$ 106.88
108497-001	Rollformed Marker Board w/ Trim Gyp Panel	\$ 112.50	5%	\$ 106.88
108489-001	A2 Hi pivot bracket	\$ 17.29	5%	\$ 16.43
108445-001	Cable drop seal repair kit	\$ 1,328.76	5%	\$ 1,262.32
108441-001	Anti float spring loading tool	\$ 18.88	5%	\$ 17.94
108440-001	Safe Path Key	\$ 15.77	5%	\$ 14.98
108439-001	Splice tab tool for #6 and 7 track	\$ 91.53	5%	\$ 86.95
108428-001	Tro. Bolt 1/2-13, 4" lg, Emco part #120-0207	\$ 2.97	5%	\$ 2.82
108418-002	#51 Pull, silver, WDM	\$ 51.31	5%	\$ 48.74
108418-001	#51 Pull, Woodmaster, bronze	\$ 51.31	5%	\$ 48.74
108417-001	#51 Pull, #8 Door	\$ 55.37	5%	\$ 52.60
108392-001	Omnitrolley 3/4" dia. bolt	\$ 315.00	5%	\$ 299.25
108377-001	For AIT special OSD on A/S (old) belt drive motor 3.00" OD x 2.60" ID x .21 thk w/tabs	\$ 81.72	5%	\$ 77.63
108375-001	For Dalton 337 ROSDC on Modernfold #5 chain drive 3.37" OD x 1.88" ID x .12 thick	\$ 27.84	5%	\$ 26.45
108373-001	Op 6 Handle	\$ 123.76	5%	\$ 117.58
108372-001	Operator handle - OP3 prior to 1988	\$ 161.90	5%	\$ 153.81
108348-001	Crimper for sweep to retainer - aluminum retainer	\$ 70.88	5%	\$ 67.33
108346-001	Spring Guide Assembly	\$ 7.93	5%	\$ 7.54
108342-001	Foot bolt floor plate & fasteners	\$ 3.74	5%	\$ 3.55
108341-001	Rod lever	\$ 54.26	5%	\$ 51.55
108335-001	Track Plug #7	\$ 3.97	5%	\$ 3.77
108334-001	500 DR Trolley	\$ 225.00	5%	\$ 213.75
108333-001	#300 DR Trolley assembly	\$ 67.01	5%	\$ 63.66
108318-001	Low profile 840 tro. For stl. Trk., Emco part #120-030	\$ 101.48	5%	\$ 96.40
108316-001	Tro. Bolt 1/2-13, milled slides, 4" lg, Emco part #120-0205	\$ 3.94	5%	\$ 3.74
108274-001	Aluminum Markerboard Trim, Vinyl covered panels 48"	\$ 9.95	5%	\$ 9.45
108273-001	Aluminum Markerboard Trim, Carpet covered panels 48"	\$ 8.49	5%	\$ 8.07
108125-001	#25 track stop	\$ 48.27	5%	\$ 45.86
108061-00x	Astragal w/ sound seal Gyp Panels	\$ 2.33	5%	\$ 2.21
107667-001	#62 pull in Latch	\$ 136.83	5%	\$ 129.99
107665-001	Bolt and pin assy.	\$ 12.17	5%	\$ 11.57
107549-001	Cable Connector Assembly For Paired Panels	\$ 8.11	5%	\$ 7.71
107325-003	Exp Mechanism slave unit	\$ 115.27	5%	\$ 109.51
107325-002	Multi Point Exp Mechanism over 10'-2.00"	\$ 250.22	5%	\$ 237.71
107325-001	Single Point Exp Mechanism under 10'-2.00"	\$ 200.88	5%	\$ 190.83
107265-001	End Cap Assembly w/slave cable IM2 Drop Seal 932H	\$ 10.19	5%	\$ 9.68
107263-001	Cable & end cap Assy. - IM2 Drop seal - 932 H	\$ 36.74	5%	\$ 34.91
107243-001	#860 track Stop	\$ 34.47	5%	\$ 32.75
107242-001	#17 Removeable track stop	\$ 24.81	5%	\$ 23.57
107219-001	"L" trim w/out bag seal 48"	\$ 6.14	5%	\$ 5.83
107097-001	#92 Lock, #12 & AudioWall	\$ 118.05	5%	\$ 112.15
107096-001	#91 Lock, #8 Post	\$ 114.04	5%	\$ 108.34
107092-001	#91 Lock, silver, #12 post	\$ 92.50	5%	\$ 87.88
107091-001	#91 Lock, #8 Post	\$ 92.50	5%	\$ 87.88
107063-001	#82 Lock, #12 Post	\$ 94.58	5%	\$ 89.85
107062-001	#82 Lock #8 Post	\$ 83.19	5%	\$ 79.03
107027-001	Pivot track package "D" screws & anchors only	\$ 7.03	5%	\$ 6.68
107013-001	# 10 Trolley, top diverter on same side	\$ 163.44	5%	\$ 155.27
107012-001	# 10 Trolley, top diverter on opposite side	\$ 156.16	5%	\$ 148.35
107011-001	# 10 Trolley, bottom diverter	\$ 168.21	5%	\$ 159.80
107009-001	Top Sweep, Audiowall	\$ 3.55	5%	\$ 3.38
106976-001	#81 Lock Bronze	\$ 77.11	5%	\$ 73.26
106975-001	#81 Lock Silver	\$ 90.64	5%	\$ 86.10
106974-001	#81 Lock	\$ 90.26	5%	\$ 85.75
106973-001	#81 Lock, #8 Post	\$ 90.29	5%	\$ 85.78
106972-001	#51 Pull, #12 Post	\$ 57.52	5%	\$ 54.65
106933-001	#71 Latch, Silver #12 Post	\$ 83.22	5%	\$ 79.06

106932-001	#71 Latch, Silver #8 Post	\$ 86.56	5%	\$ 82.24
106916-001	#5 Intermediate Trolley-truss plates	\$ 18.25	5%	\$ 17.34
106694-002	Trolley spacer .63" long	\$ 5.28	5%	\$ 5.02
106694-001	Trolley spacer .150" long	\$ 2.61	5%	\$ 2.48
106653-001	IM2 Drop seal assy -Exp. pnl. - handle one edge - 900D	\$ 88.14	5%	\$ 83.73
106652-001	IM2 Drop seal assy - Int pnl. - handle both edges - 900H	\$ 97.11	5%	\$ 92.25
106618-00x	Retainer 2.17" wide legs	\$ 2.40	5%	\$ 2.28
106613-00x	Bulb Seal Steel Panels & ALL exp noses	\$ 6.43	5%	\$ 6.10
106599-001	#3 Lead Trolley	\$ 18.88	5%	\$ 17.94
106522-001	Track Plug #5 & #6	\$ 0.70	5%	\$ 0.66
106513-001	#7 Trolley with #8 hinge plate assembly, curved, dbl row	\$ 35.09	5%	\$ 33.33
106504-001	Hook ~ tie back wall mount	\$ 2.90	5%	\$ 2.76
106409-002	IC1 Drop seal assy. W/dropbolt cutout	\$ 46.07	5%	\$ 43.77
106409-001	IC1 Drop seal assy. for Int. pnl.	\$ 46.07	5%	\$ 43.77
106296-002	Paint, "New" Off White all apps BLX2379-01	\$ 13.47	5%	\$ 12.80
106283-001	Latch Keeper	\$ 1.88	5%	\$ 1.79
106279-001	#72 Latch, Silver #8 Post	\$ 72.99	5%	\$ 69.34
106273-001	#14 Decelerating track stop	\$ 25.23	5%	\$ 23.97
106076-003	Spring Rod Assembly	\$ 10.32	5%	\$ 9.80
106060-017	Spring Latch - D-Ring	\$ 111.06	5%	\$ 105.51
106049-001	IC2 Drop seal assy. For Exp. pnls.	\$ 82.60	5%	\$ 78.47
106047-001	IC2 Drop seal assy. W/footbolt cutout	\$ 82.28	5%	\$ 78.17
106046-001	IC2 Drop seal assy. For Int. pnls.	\$ 77.67	5%	\$ 73.79
106046-001	IC2 Drop Seal	\$ 87.49	5%	\$ 83.12
106045-003	IC2 Top seal assy. For 931 pnls.	\$ 64.50	5%	\$ 61.28
106045-001	IC2 Top seal assy. For 932 pnls.	\$ 64.21	5%	\$ 61.00
106038-001	"L" trim with bag seal 48"	\$ 10.32	5%	\$ 9.80
106032-001	Top Sweep Assembly - 900H	\$ 21.01	5%	\$ 19.96
105853-001	Top sweep assy - 900H, 932, 933	\$ 27.50	5%	\$ 26.12
105787-002	#5 Lead Trolley with ball bearing wheels, bronze	\$ 21.58	5%	\$ 20.50
105787-001	#5 Lead Trolley with ball bearing wheels	\$ 21.58	5%	\$ 20.50
105786-002	#5 Lead Trolley with nylon wheels, bronze	\$ 15.62	5%	\$ 14.84
105786-001	#5 Lead Trolley with nylon wheels	\$ 15.62	5%	\$ 14.84
105783-001	#5 Intermediate Trolley with ball bearing wheels	\$ 10.71	5%	\$ 10.17
105777-003	Handle - IM2 edge operated - 900H, Smoke gray	\$ 4.73	5%	\$ 4.49
105777-002	Handle, IM2 Edge Operated 900H	\$ 4.73	5%	\$ 4.49
105773-001	Excutechon plate(2)	\$ 14.32	5%	\$ 13.61
105772-002	Pendant Pull, 31"	\$ 27.79	5%	\$ 26.40
105772-001	Pendant Pull, 16"	\$ 24.56	5%	\$ 23.33
105747-001	#7 Trolley with #8 hinge plate assembly, curved, sqi row	\$ 31.50	5%	\$ 29.93
105745-001	#6 Intermediate Trolley with #8 hinge plate	\$ 21.33	5%	\$ 20.27
105744-001	#5 Intermediate Trolley w/ half plates	\$ 18.85	5%	\$ 17.91
105743-001	#5 Trolley with # 8 hinge plate assembly, curved,	\$ 17.26	5%	\$ 16.40
105732-001	#5 intermediate trolley assembly w/ 1 Pair Plates	\$ 18.70	5%	\$ 17.77
105726-001	#7 Intermediate Trolley with small wheels	\$ 30.58	5%	\$ 29.05
105724-001	#7 Intermediate Trolley, chain drive with large	\$ 80.22	5%	\$ 76.21
105569-001	Clip - Adjustable seal	\$ 4.65	5%	\$ 4.42
105459-001	Handle S-3 Drop seal	\$ 43.14	5%	\$ 40.98
105454-001	#7 Intermediate Trolley with chain drive	\$ 27.87	5%	\$ 26.48
105451-001	#7 Intermediate Trolley, small wheels	\$ 14.41	5%	\$ 13.69
105448-001	#6 Lead Trolley	\$ 36.79	5%	\$ 34.95
105435-001	# 7 Lead Trolley with small wheels	\$ 38.63	5%	\$ 36.69
105419-001	#5 Lead trolley, clevis	\$ 4.22	5%	\$ 4.01
105273-001	Track, Floor, surface mounted ~Spacer	\$ 27.89	5%	\$ 26.49
105272-001	Track, Floor, recess mounted ~Spacer	\$ 16.89	5%	\$ 16.04
105194-001	#5 Intermediate Trolley	\$ 10.84	5%	\$ 10.29
105193-001	#5 intermediate trolley w/ball bearing whls - mod, 1201 (OBS)	\$ 12.93	5%	\$ 12.28
105192-001	Tie Back Assembly~Type # 2	\$ 24.97	5%	\$ 23.72
105191-001	Tie Back Assembly~Type # 1	\$ 22.31	5%	\$ 21.19
105178-003	Button # chain assy. - 12 bead chain, 1 button	\$ 2.61	5%	\$ 2.48
105178-002	Button # chain assy. -10 bead chain, 1 button	\$ 2.03	5%	\$ 1.93
105178-001	Button # chain assy. - 7 bead chain, 1 button	\$ 1.75	5%	\$ 1.66
105177-001	#5 Lead trolley	\$ 21.24	5%	\$ 20.17
105176-001	#72 Latch, Silver #12 Post	\$ 83.08	5%	\$ 78.92
105170-002	Nose end cap - IM2, Smoke gray	\$ 8.22	5%	\$ 7.81
105170-001	Nose Cap End - IM2	\$ 7.30	5%	\$ 6.94
105168-001	Button retriever	\$ 63.84	5%	\$ 60.65
105165-001	Escutcheon Plate, op3 & op6 (old)	\$ 5.29	5%	\$ 5.02
105164-001	#3 Intermediate Trolley	\$ 13.85	5%	\$ 13.16
105159-001	Bail roller for FerroWall Steel track, Emco Part #300-076	\$ 102.00	5%	\$ 96.90
105051-002	Jedco Fixed Latch & Bracket Assembly 4" Panel	\$ 16.89	5%	\$ 16.04
105051-001	Jedco Fixed Latch & Bracket Assembly 3" Panel	\$ 16.84	5%	\$ 16.00
105047-001	Fabric fasteners	\$ 0.30	5%	\$ 0.29
105046-001	Clutch wrench 2 1/2" - Use on Modernfold type 1 motor drive units	\$ 85.78	5%	\$ 81.49
105045-001	Clutch Wrench - type 5 Mfd drive unit	\$ 77.50	5%	\$ 73.62
105044-001	Clutch Wrench - type 3,4 Mfd drive unit	\$ 76.79	5%	\$ 72.95
105041-001	Track, floor pivot guide 933E	\$ 15.11	5%	\$ 14.35
105038-001	Handle, Drop Seal, Face Operated (EMCO)	\$ 62.11	5%	\$ 59.00
105037-001	Handle, Drop seal (EMCO)	\$ 49.04	5%	\$ 46.59

105031-001	Cable & Pulley Bracket Assembly IM1	\$ 33.30	5%	\$ 31.64
105027-002	# 14 Trolley, guide on opposite side, ground bearing	\$ 202.34	5%	\$ 192.23
105027-001	# 14 Trolley, guide on opposite side, ground bearing	\$ 184.42	5%	\$ 175.20
105024-002	# 14 Intermediate Trolley with 4 wheels, ground bearings	\$ 202.34	5%	\$ 192.23
105024-001	# 14 Intermediate Trolley with 4 wheels, ground bearings	\$ 184.42	5%	\$ 175.20
105002-001	Button Pliers	\$ 329.45	5%	\$ 312.97
104995-001	Handle, expander, (EMCO)	\$ 58.85	5%	\$ 55.91
104968-001	Cable Assembly Intermediate Panel Edge OP LM1	\$ 11.60	5%	\$ 11.02
104957-003	#860 trolley assy, 900H, 1/2"x 6.50 lg./, Bolt	\$ 48.49	5%	\$ 46.06
104957-002	#860 trolley assy, 900D, 1/2"x 6.50 lg./, Bolt	\$ 47.29	5%	\$ 44.92
104957-001	#860 Trolley, A/S 900, 1/2" x 6.50 Bolt, Stock	\$ 46.27	5%	\$ 43.95
104941-001	Trolley Assembly, 860 Emco	\$ 47.40	5%	\$ 45.03
104936-001	# 14 Intermediate Trolley with 8 wheels, ground bearings	\$ 324.95	5%	\$ 308.71
104935-001	# 14 Lead Trolley with 8 wheels, ground bearings,	\$ 343.14	5%	\$ 325.98
104886-001	Hex Shaft .95" long	\$ 2.37	5%	\$ 2.25
104885-001	Screw for Hex shaft	\$ 0.23	5%	\$ 0.21
104455-001	Right Angle Drive - IC4 Drop Seal	\$ 119.95	5%	\$ 113.95
104416-001	Nut, #10-24 Nyloc	\$ 0.20	5%	\$ 0.19
104258-001	#6 (7) bead button chain	\$ 0.97	5%	\$ 0.92
104257-001	Button chain #6 - 12 ball	\$ 1.27	5%	\$ 1.20
104256-001	#6 (10) bead button chain	\$ 1.14	5%	\$ 1.08
104211-003	A1.5 Drop seal assy.w/roller for lead pnl. w/astragal	\$ 45.80	5%	\$ 43.51
104211-001	A1.5 Drop seal assy.w/roller for lead pnl. w/bulb seal	\$ 56.84	5%	\$ 54.00
104159-001	Caster, Swivel 1"	\$ 8.76	5%	\$ 8.32
104155-001	Breaker arm assembly universal	\$ 782.70	5%	\$ 743.56
104137-001	# 14 Trolley, guide on same side, ground bearing	\$ 143.05	5%	\$ 135.90
104136-001	# 14 Trolley, guide on opposite side, ground bearing	\$ 143.05	5%	\$ 135.90
104039-001	Floating Seal Castor Assembly 900H	\$ 6.52	5%	\$ 6.20
104035-001	Rack assy for 101316-001 Exp. Mech.	\$ 125.99	5%	\$ 119.70
104009-003	# 17 Trolley, block mount without thrust bearings	\$ 20.73	5%	\$ 19.70
104009-002	# 17 Trolley, block mount without thrust bearings	\$ 19.19	5%	\$ 18.23
104009-001	# 17 Trolley, block mount without thrust bearings	\$ 18.17	5%	\$ 17.26
104007-003	#17 tro. W/thrust brg., 1.56" tro., Spacer, 4-1/2" lg. Bolt	\$ 32.96	5%	\$ 31.32
104007-002	#17 tro. W/thrust brg., 1/2" tro., Spacer, 4-1/2" lg. Bolt	\$ 29.75	5%	\$ 28.26
104007-001	#17 tro. W/thrust brg., no tro., Spacer, 4 1/2" lg. Bolt	\$ 26.75	5%	\$ 25.41
104003-003	Cable & End Cap Assembly IM2 Drop Seal 932H	\$ 24.33	5%	\$ 23.12
103998-002	IM2 Drop seal assy - Int pnl. - handle one edge - 900D	\$ 62.08	5%	\$ 58.98
103966-001	#14 Bracket assembly w/pivot	\$ 39.04	5%	\$ 37.09
103943-003	# 17 Puck Assembly with thrust bearing	\$ 18.07	5%	\$ 17.17
103943-002	# 17 Puck Assembly with thrust bearing	\$ 16.53	5%	\$ 15.70
103943-001	# 17 Puck Assembly with thrust bearing	\$ 13.55	5%	\$ 12.87
103893-001	IM2 Drop seal assy. W/footbolt cutout	\$ 67.16	5%	\$ 63.80
103892-001	Jedco Movable Latch & Bracket Assembly	\$ 7.53	5%	\$ 7.15
103887-001	Cable Guide Assembly IM2 Drop Seal	\$ 4.36	5%	\$ 4.15
103882-001	Nose drop seal mechanism for Exp. Pnl.	\$ 32.66	5%	\$ 31.02
103878-001	A1 Drop seal assy. w/foot bolt cutout	\$ 28.41	5%	\$ 26.99
103876-005	A1 Drop seal assy., Int. Pnl	\$ 39.63	5%	\$ 37.65
103876-004	A1 Drop seal assy, long w/ astragal	\$ 43.88	5%	\$ 41.69
103876-003	A1 Drop seal assy, short	\$ 42.34	5%	\$ 40.22
103876-002	A1 Drop seal assy., Id./short w/bulb seal	\$ 45.67	5%	\$ 43.38
103876-001	A1 Drop seal assy., Id. Pnl w/bulb seal	\$ 57.79	5%	\$ 54.90
103871-001	High Pivot Bracket A1 Drop Seal	\$ 14.39	5%	\$ 13.67
103868-001	Drop ring & door pull assy.	\$ 91.46	5%	\$ 86.89
103862-001	Trolley Assembly Floor Supported	\$ 43.31	5%	\$ 41.15
103846-001	Handpull Kit	\$ 15.69	5%	\$ 14.90
103842-001	Jedco Latch for 932H	\$ 20.68	5%	\$ 19.65
103749-001	IM2 & IC2 Vinyl Bottom Seal 48"	\$ 12.74	5%	\$ 12.10
103664-009	Cable Operator Handle Assembly	\$ 3.26	5%	\$ 3.10
103664-001	Cable Assembly IM2 both edges operate	\$ 11.58	5%	\$ 11.00
103663-002	Latch assy pin - #12 post and Audiowall	\$ 2.30	5%	\$ 2.19
103663-001	Latch assembly pin	\$ 2.24	5%	\$ 2.13
103339-001	Escutcheon Plate, dead bolt master cylinder	\$ 3.54	5%	\$ 3.36
103322-001	Spring, Passdoor Panel IM2	\$ 3.44	5%	\$ 3.27
103314-003	Handle - IM2 edge operated - 900D, Smoke gray	\$ 3.84	5%	\$ 3.65
103314-002	Handle, IM2 Edge Operated 900D	\$ 3.84	5%	\$ 3.65
103313-003	Handle escutcheon - Face operated, Smoke gray	\$ 2.63	5%	\$ 2.50
103313-002	Escutcheon, face operated handle	\$ 2.76	5%	\$ 2.62
103277-001	Hand pull insert	\$ 5.35	5%	\$ 5.09
103187-001	End Seal Clip - Expandable Panel	\$ 3.07	5%	\$ 2.92
103149-001	Adjustment Angle 2" AFS	\$ 1.17	5%	\$ 1.12
103149-001	AFS2 Adjustment Clip	\$ 1.80	5%	\$ 1.71
103145-001	Adjustment Angle 1" AFS	\$ 0.66	5%	\$ 0.63
103145-001	AFS1 Adjustment Clip	\$ 0.90	5%	\$ 0.86
103091-001	Splice Tab, #17 Track	\$ 2.39	5%	\$ 2.28
103041-001	Soffit splicing clip - #14 track	\$ 6.77	5%	\$ 6.43
103039-001	Soffit clip - #14 track	\$ 1.81	5%	\$ 1.72
103024-001	Soffit Mounting Block #14	\$ 2.97	5%	\$ 2.82
103009-001	#14 Universal L/H & R/H Guide Angle	\$ 69.80	5%	\$ 66.31
102966-001	Mounting angle, #14 breaker arm assembly w/ fastener package	\$ 13.60	5%	\$ 12.92

102839-001	#14 Lead Trolley with 4 wheels, 3/4" bolt	\$ 186.28	5%	\$ 176.97
102835-001	# 14 Intermediate Trolley with 4 wheels, ground bearings	\$ 124.62	5%	\$ 118.39
102831-001	#14 Intermediate Trolley with 4 wheels, 3/4" bolt	\$ 177.23	5%	\$ 168.37
102819-001	Mounting screw, lead trolley for #12 post	\$ 4.77	5%	\$ 4.54
102818-002	Grip Pull (fixed)	\$ 21.07	5%	\$ 20.02
102818-001	Grip Pull (fixed)	\$ 18.28	5%	\$ 17.36
102815-001	Button, Accordion	\$ 0.52	5%	\$ 0.49
102814-001	Wrench - #59 Jamb lock	\$ 11.06	5%	\$ 10.51
102793-001	Lock washer	\$ 0.40	5%	\$ 0.38
102786-001	Flat Washer for IM2 Spring Rod	\$ 0.29	5%	\$ 0.27
102784-001	Lockwasher, 1/2" nominal	\$ 0.23	5%	\$ 0.22
102771-001	Lockwasher, 5/16" nominal	\$ 0.06	5%	\$ 0.06
102763-001	Flat Washer	\$ 0.11	5%	\$ 0.10
102746-003	Sweep, two finger - Smoke gray	\$ 2.97	5%	\$ 2.82
102746-002	Sweep, two finger - dark bronze	\$ 1.33	5%	\$ 1.26
102743-002	Sweep, two finger tear away	\$ 11.03	5%	\$ 10.48
102743-001	Two Finger Tear Away Sweep	\$ 7.88	5%	\$ 7.49
102742-003	Sweep, two finger w/bulb seal - Smoke gray	\$ 2.82	5%	\$ 2.68
102742-002	Sweep, two finger w/bulb seal - dark bronze	\$ 2.82	5%	\$ 2.68
102730-002	Sweep, floating seal - 51" Smoke gray	\$ 5.52	5%	\$ 5.24
102730-001	Floating Seal Sweep Shape 51" Bronze	\$ 3.18	5%	\$ 3.02
102715-003	Gasket, Accordion door lead post	\$ 2.10	5%	\$ 2.00
102715-001	Gasket, vinyl lead post, accordion door	\$ 2.01	5%	\$ 1.91
102702-001	Bulb seal vinyl 4" panel 900 H	\$ 3.37	5%	\$ 3.21
102696-001	Bulb seal vinyl 3" panel 900 H	\$ 2.82	5%	\$ 2.68
102690-001	Top Seal, (4) Finger	\$ 5.68	5%	\$ 5.39
102673-001	#5 Lead trolley, yoke	\$ 4.53	5%	\$ 4.30
102666-001	Trolley yoke, #8 Intermediate 2" plain truss plates	\$ 3.63	5%	\$ 3.45
102665-001	#5 Intermediate Trolley yoke	\$ 2.69	5%	\$ 2.56
102660-001	#6 Lead Trolley yoke	\$ 14.44	5%	\$ 13.72
102633-001	Markerboard Trim Insert 144"	\$ 4.96	5%	\$ 4.71
102592-001	Strike Plate	\$ 16.08	5%	\$ 15.27
102588-001	Strike Plate (accordion)	\$ 3.23	5%	\$ 3.07
102578-001	Track stop, #5	\$ 0.53	5%	\$ 0.50
102136-001	Extension Spring IM-2 Drop Seal	\$ 2.71	5%	\$ 2.57
102127-001	Extension Spring - Drop seal	\$ 2.03	5%	\$ 1.93
102123-001	Spring- Compression- Counter	\$ 0.49	5%	\$ 0.46
102120-001	Compression Spring	\$ 2.61	5%	\$ 2.48
102095-001	Spring clip connecting link	\$ 3.79	5%	\$ 3.60
102092-001	Cable Take Up Spring	\$ 3.02	5%	\$ 2.87
102088-001	Track Spring, #5	\$ 0.29	5%	\$ 0.28
102085-001	#12 Lead Trolley Spacer	\$ 4.17	5%	\$ 3.96
102077-001	Spacer Hinger Pin 1 5/32" long	\$ 3.96	5%	\$ 3.76
102060-001	Splicing Sleeve	\$ 5.21	5%	\$ 4.95
102016-001	Screw, 5/6-18 x 1" phil rmd hd machine	\$ 0.80	5%	\$ 0.76
101985-001	Screw, 1/4-20x 3/4" hex hd machine	\$ 0.20	5%	\$ 0.19
101966-001	Screw, #14-10x2-1/2" phil,pn hd type a	\$ 0.40	5%	\$ 0.38
101953-001	Screw, #10-32x 1-3/4" rd hd machine	\$ 0.11	5%	\$ 0.10
101939-001	Screw, #10-24x 1-3/4" rd hd machine	\$ 0.29	5%	\$ 0.28
101879-001	Screw	\$ 0.12	5%	\$ 0.12
101863-001	Screw	\$ 0.08	5%	\$ 0.07
101854-001	Screw ~ for wall hook & ring holder	\$ 0.08	5%	\$ 0.07
101806-002	Safety Release Button Bronze	\$ 2.73	5%	\$ 2.60
101806-001	Safety Release Button Silver	\$ 2.73	5%	\$ 2.60
101768-001	Pop rivet	\$ 0.36	5%	\$ 0.34
101716-001	Hand pull shell	\$ 8.50	5%	\$ 8.08
101695-001	Gasket, O/C foam, MFD female sound channel, accordion door	\$ 0.20	5%	\$ 0.19
101679-001	Dummy plug #8&12	\$ 5.32	5%	\$ 5.05
101678-001	Button, Plug jamb lock	\$ 1.98	5%	\$ 1.88
101659-001	Name plate, electrical operation instructions	\$ 8.82	5%	\$ 8.38
101625-001	Pivot Pin	\$ 8.53	5%	\$ 8.11
101606-001	Pin .312 x 1.00, dowel	\$ 2.44	5%	\$ 2.32
101596-001	Spring Pin 1/4" x 1" plain	\$ 0.42	5%	\$ 0.40
101595-001	Spring Pin - 1/4" X .875" Slotted	\$ 0.40	5%	\$ 0.38
101586-001	Pin .187 x .375, drive lock	\$ 1.42	5%	\$ 1.35
101572-001	Drive lock pin	\$ 0.37	5%	\$ 0.35
101570-001	Track, splice pin #5	\$ 0.25	5%	\$ 0.23
101510-001	Jamb nut 3/4-16 thread	\$ 3.46	5%	\$ 3.29
101503-001	Nut, Jamb 1/2-20 hex	\$ 0.25	5%	\$ 0.23
101482-001	Nut, #8-32 hex, zinc	\$ 0.06	5%	\$ 0.06
101473-001	Nut, 10-24 hex	\$ 0.06	5%	\$ 0.06
101467-001	Nose Cap End - A1 Male	\$ 3.44	5%	\$ 3.27
101466-001	Nose Cap End - A1 Female	\$ 3.44	5%	\$ 3.27
101446-001	Limit switch with rod arm	\$ 140.09	5%	\$ 133.08
101430-001	Latch, roller friction	\$ 67.31	5%	\$ 63.94
101428-001	Latch mechanism -bronze	\$ 17.96	5%	\$ 17.06
101419-001	Southco Latch & Strike	\$ 30.32	5%	\$ 28.80
101406-001	Label for pendant pull	\$ 1.22	5%	\$ 1.16
101396-001	Electric wall replacement key DO-18	\$ 30.13	5%	\$ 28.62

101386-001	Escutcheon Plate, Expandable panel	\$ 4.43	5%	\$ 4.21
101372-001	Ring holder ~ Tie Back Accordion	\$ 4.04	5%	\$ 3.84
101371-001	Pendant Pull Pivot & Connector	\$ 8.19	5%	\$ 7.78
101370-001	Holdback catch~ Accordion	\$ 1.23	5%	\$ 1.17
101369-001	Holdback Hook	\$ 4.73	5%	\$ 4.49
101354-001	Hold back catch for door w/4 pair of plates	\$ 3.72	5%	\$ 3.54
101348-001	Handle Positioner 900H	\$ 3.00	5%	\$ 2.85
101343-002	Handle for Exp pnl - 4" for older models after 1987 & prior to Aug.2000	\$ 28.81	5%	\$ 27.37
101343-001	Handle, expandable panel	\$ 42.76	5%	\$ 40.62
101341-003	Handle - Face operated, Smoke gray	\$ 14.03	5%	\$ 13.33
101341-002	Handle, face Operated	\$ 14.02	5%	\$ 13.32
101336-001	Guide Roller Lead Panel	\$ 12.60	5%	\$ 11.97
101328-001	Guide Block - Spacesetter	\$ 2.61	5%	\$ 2.48
101327-002	Guide Block - 900 H, Smoke gray	\$ 4.30	5%	\$ 4.08
101327-001	Guide Block - 900 H	\$ 4.30	5%	\$ 4.08
101325-001	Guide, Floating Seal	\$ 5.50	5%	\$ 5.22
101319-001	Guide #62 pull in latch(2)	\$ 2.90	5%	\$ 2.76
101316-001	Expandable panel mechanism	\$ 195.94	5%	\$ 186.14
101308-001	Footbolt, friction	\$ 44.17	5%	\$ 41.97
101307-002	Concealed footbolt - Smoked gray	\$ 30.97	5%	\$ 29.42
101307-001	Footbolt, Concealed, chicory	\$ 30.97	5%	\$ 29.42
101306-001	Footbolt, Accordion	\$ 12.28	5%	\$ 11.67
101305-001	Footbolt, Key Locking, Flat wall (Satin Chrome Finish only)	\$ 119.87	5%	\$ 113.88
101303-001	Footbolt, Flat Wall	\$ 30.97	5%	\$ 29.42
101251-002	Nose end cap - A1, Smoke gray	\$ 3.15	5%	\$ 2.99
101251-001	Nose Cap End - A1	\$ 2.55	5%	\$ 2.42
101250-002	Nose end cap - A1.5, Smoke gray	\$ 3.15	5%	\$ 2.99
101250-001	Nose Cap End - A1.5	\$ 3.12	5%	\$ 2.96
101245-001	End Cap- Pendant pull	\$ 0.49	5%	\$ 0.47
101242-002	Paint, "older" #14 applications WLX2179 - 01	\$ 12.67	5%	\$ 12.04
101241-001	Paint, "older" #17 applications WLX1723A	\$ 12.67	5%	\$ 12.04
101228-001	Ring, "E"	\$ 0.32	5%	\$ 0.31
101148-001	Connector link,bent lug, roller chain rc-50	\$ 8.03	5%	\$ 7.63
101146-002	Eye Connector, Altered	\$ 1.94	5%	\$ 1.84
101146-001	Eye Connector	\$ 1.11	5%	\$ 1.05
101144-001	Ball Connector	\$ 1.27	5%	\$ 1.20
101134-001	Clip, Speed, for Bag Seal	\$ 0.87	5%	\$ 0.82
101126-001	Cable Safety Clip	\$ 3.17	5%	\$ 3.01
101123-001	Hold back catch for door w/5 pair of plates	\$ 3.21	5%	\$ 3.05
101122-001	Hold back catch for door w/5 pair of plates	\$ 3.03	5%	\$ 2.88
101098-001	Turnbuckle, chain take up, 933E	\$ 45.22	5%	\$ 42.96
101097-002	Chain RC50, 50'-0" section	\$ 221.21	5%	\$ 210.15
101097-001	Chain, roller RC 50 10' & 50'	\$ 45.87	5%	\$ 43.58
101094-001	Track #14 Chain Guide	\$ 12.55	5%	\$ 11.92
101087-001	Floating Seal Caster w/ Rivets	\$ 3.91	5%	\$ 3.71
101084-001	Caster, Passdoor	\$ 32.51	5%	\$ 30.88
101074-002	Cable Take Up Assembly With Slot	\$ 3.75	5%	\$ 3.56
101074-001	Cable Take Up Assembly	\$ 3.13	5%	\$ 2.97
101071-001	Cable Guide Small Face Operated	\$ 4.67	5%	\$ 4.44
101070-001	Edge Operated Cable Guide	\$ 4.67	5%	\$ 4.44
101069-001	Crimper for IM2 Cable fittings	\$ 617.63	5%	\$ 586.75
101068-001	Cable Connector - SAVA	\$ 0.83	5%	\$ 0.79
101061-001	Bushing, face operated crank hole	\$ 0.40	5%	\$ 0.38
101058-001	Bushing, #12 Post threaded trolley	\$ 5.90	5%	\$ 5.61
101004-001	Wheel, #6 Ball Bearing with nylon tire	\$ 5.68	5%	\$ 5.39
101003-001	Wheel, #5 Ball Bearing with nylon tire	\$ 4.35	5%	\$ 4.13
100958-001	Block Stabilizer ABS blk	\$ 4.94	5%	\$ 4.69
100908-001	Channel, modernfold male, sound	\$ 16.02	5%	\$ 15.22
100907-001	Channel, modernfold female, sound 16'	\$ 27.62	5%	\$ 26.24
100812-001	Keylock switch assy	\$ 159.01	5%	\$ 151.06
100810-001	Latch mechanism - silver	\$ 17.00	5%	\$ 16.15
100808-002	Trolley spacer for 1/2" dia bolt 1.56" long	\$ 5.33	5%	\$ 5.06
100808-001	Trolley spacer for 1/2" diameter bolt,.50"long	\$ 2.13	5%	\$ 2.03
100798-001	Limit switch, interlock pocket door R.H.	\$ 183.22	5%	\$ 174.06
100695-001	Hanger Rod 1/2 - 13 Thread	\$ 10.78	5%	\$ 10.24
100681-001	Soffit Liner (baryform) #14 (per foot)	\$ 4.14	5%	\$ 3.93
100677-002	Cable Assembly IM-2 Lead Panel	\$ 7.95	5%	\$ 7.55
100673-001	AFS2 Drop seal Assembly	\$ 51.19	5%	\$ 48.63
100664-001	Guide rail #14 Filler section	\$ 53.47	5%	\$ 50.80
100654-002	Bolt & Pin Assembly Spacer, Pull in Latch, #12	\$ 5.26	5%	\$ 4.99
100654-001	Bolt & Pin Assembly Spacer, Pull in Latch, #8	\$ 4.96	5%	\$ 4.72
100652-003	Pull pin - #12 post and Audiowall	\$ 4.12	5%	\$ 3.91
100652-002	Pull pin - #8 post	\$ 2.56	5%	\$ 2.43
100652-001	pull pin	\$ 1.98	5%	\$ 1.88
100651-002	Master cylinder adapter - #12 post and Audiowall	\$ 11.62	5%	\$ 11.03
100651-001	Master cylinder adapter	\$ 10.40	5%	\$ 9.88
100650-004	Lock set - Woodmaster - bronze	\$ 10.89	5%	\$ 10.35
100650-003	Lock set - Woodmaster - Silver	\$ 10.86	5%	\$ 10.32
100650-002	Lock set - #12 post and Audiowall	\$ 10.25	5%	\$ 9.74

100650-001	Lock set ~ accordian door	\$ 8.42	5%	\$ 8.00
100649-002	Turnbutton #8 Post	\$ 4.75	5%	\$ 4.52
100649-001	Turnbutton#12 & AW Post	\$ 4.75	5%	\$ 4.52
100648-002	Safety Release Button #8 Post	\$ 2.87	5%	\$ 2.73
100648-001	Safety Release Button #12 Post	\$ 2.87	5%	\$ 2.73
100647-003	Bolt cam - #12 Post & Audiowall	\$ 1.64	5%	\$ 1.56
100647-002	Bolt cam - #8 Post	\$ 1.64	5%	\$ 1.56
100647-001	Bolt Cam	\$ 1.64	5%	\$ 1.56
100646-003	Grip pull for master cylinder, Bronze	\$ 35.75	5%	\$ 33.96
100646-001	Grip Pull for Master Cylinder	\$ 34.05	5%	\$ 32.35
100645-003	Grip pull - Active - Bronze	\$ 20.64	5%	\$ 19.61
100645-001	Grip Pull (active)	\$ 24.86	5%	\$ 23.62
100643-006	Shaft, pendant pull (MFD 800 w/ Quiet Wall opt)	\$ 13.84	5%	\$ 13.15
100643-005	Shaft, pendant pull (MFD 1200 w/ Quiet Wall opt)	\$ 13.84	5%	\$ 13.15
100643-004	Shaft, pendant pull (MFD 1200/15" AW Lat #62 + D190)	\$ 13.84	5%	\$ 13.15
100643-003	Shaft, pendant pull (MFD 800 - P.P.)	\$ 13.53	5%	\$ 12.86
100643-002	Shaft, pendant pull (MFD 1200/AW 15 Lat #62)	\$ 13.84	5%	\$ 13.15
100643-001	Shaft, pendant pull (MFD 800 Lat #62)	\$ 13.84	5%	\$ 13.15
100625-033	A2 Vinyl Bottom Seal 48"	\$ 17.44	5%	\$ 16.56
100524-001	Trolley, #7 Intermediate with small wheels	\$ 31.46	5%	\$ 29.88
100519-001	Trolley, #7 Intermediate, chain drive with small wheels	\$ 30.92	5%	\$ 29.37
100514-001	#6 Track splice tab	\$ 2.35	5%	\$ 2.23
100513-001	#7 Track splice tab	\$ 2.78	5%	\$ 2.64
100444-001	Floating Seal Assy w/glide	\$ 87.86	5%	\$ 83.47
100308-001	Floating Seal Assy w/caster	\$ 116.33	5%	\$ 110.51

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Search Time:

2/9/2017 9:45:48 AM

File Number:

01877743

Corporation Name:

NORCON INDUSTRIES, INC.

Corporate Status Inquiry

This Corporation is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

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March 8, 2017

Ms. Diane Williams
 GLENDALE CIVIC CENTER
 5750 West Glenn Drive
 Glendale, AZ 85301
 (623)930-4312
 FAX: (623)930-4319

Project: CROWNE BALLROOM WALL "C", "D" & "E"
 Subject: Modernfold Operable Wall #14 Track & Trolley System

Per your request, NORCON Industries, Inc., would like to furnish our proposal regarding the above reference project as follows:

ACOUSTI-SEAL 931 – as manufactured by Modernfold, Inc., of Dyersville, Iowa as distributed by NORCON of Guadalupe, AZ.

WALL "C" RH RADIUS

- Provide labor, equipment & materials to convert existing 860 Track into #14 Track for an opening with dimension as follows: 43'-0" x 16'-0" "Wall "C"
- Heavy Duty Bracket mounted #14 Right Hand Radius parallel stack track design.
- Provide all new special #14 Trolleys with milled pendant bolts to adapt to existing panels onsite.
- **Special Note:** Glendale Civic Center to open up the finished ceiling 12" on both sides of existing track in order to gain access to track brackets for removal of existing 860 Track for installation of new #14 track system. Once #14 tracks are installed Glendale Civic Center shall be responsible for closing up soffit back to new track installation.
- Provide 86' / 43' per each side of #14 drop soffit trim for new finish at ceiling.
- Adjust all panels for proper alignment; lock off all trolley blocks.
- Provide scissor lifts for track & trolley installation.
- Based upon Mohave Contract #16G-NPAR-0916

DELIVERED & INSTALLED AS INDICATED FOR THE SUM OF \$21,369.78

5412 E. CALLE CERRITOS	GUADALUPE, AZ 85283	PHONE: (480) 839-2324	FAX: (480) 839-2281
2840 W. RUTHRAUFF RD., STE. 140P	TUCSON, AZ 85705	PHONE: (520) 325-5752	FAX: (520) 325-5753
1905 VILLA PARK LANE	HOLLADAY, UT 84121	PHONE: (801) 803-8766	FAX: (801) 384-1240
Send all Remittances & Secure Documents to: Norcon Industries, Inc. • P.O. Box 61988 • Phoenix, AZ 85082-1988			

WALL "D " RH RADIUS

- Provide labor, equipment & materials to convert existing 860 Track into #14 Track for an opening with dimension as follows: 52'-9" x 16'-0" "Wall "D"
- Heavy Duty Bracket mounted #14 Right Hand Radius parallel stack track design.
- Provide all new special #14 Trolleys with milled pendant bolts to adapt to existing panels onsite.
- **Special Note:** Glendale Civic Center to open up the finished ceiling 12" on both sides of existing track in order to gain access to track brackets for removal of existing 860 Track for installation of new #14 track system. Once #14 tracks are installed Glendale Civic Center shall be responsible for closing up soffit back to new track installation.
- Provide 106' / 53' per each side of #14 drop soffit trim for new finish at ceiling.
- Adjust all panels for proper alignment; lock off all trolley blocks.
- Provide scissor lifts for track & trolley installation.
- Based upon Mohave Contract #16G-NPAR-0916

DELIVERED & INSTALLED AS INDICATED FOR THE SUM OF \$24,062.48

WALL "E " LH RADIUS

- Provide labor, equipment & materials to convert existing 860 Track into #14 Track for an opening with dimension as follows: 52'-9" x 16'-0" "Wall "E"
- Heavy Duty Bracket mounted #14 Left Hand Radius parallel stack track design.
- Provide all new special #14 Trolleys with milled pendant bolts to adapt to existing panels onsite.
- **Special Note:** Glendale Civic Center to open up the finished ceiling 12" on both sides of existing track in order to gain access to track brackets for removal of existing 860 Track for installation of new #14 track system. Once #14 tracks are installed Glendale Civic Center shall be responsible for closing up soffit back to new track installation.
- Provide 106' / 53' per each side of #14 drop soffit trim for new finish at ceiling.
- Adjust all panels for proper alignment; lock off all trolley blocks.
- Provide scissor lifts for track & trolley installation.
- Based upon Mohave Contract #16G-NPAR-0916

DELIVERED & INSTALLED AS INDICATED FOR THE SUM OF \$24,062.48

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2840 W. RUTHRAUFF RD., STE. 140P	TUCSON, AZ 85705	PHONE: (520) 325-5752	FAX: (520) 325-5753
1905 VILLA PARK LANE	HOLLADAY, UT 84121	PHONE: (801) 803-8766	FAX: (801) 384-1240
Send all Remittances & Secure Documents to: Norcon Industries, Inc. • P.O. Box 61988 • Phoenix, AZ 85082-1988			

TYPICAL EXCLUSIONS FOR ALL THREE WALL LOCATIONS:

EXCLUSIONS:

Any & all quantities, sizes, products, options not listed above, blocking, bracing insulation, sound testing or related fees, upper structural support of any kind, sound baffling/insulation above finished ceiling, floor leveling, moving light fixtures, sensors, removal & relocation of HVAC ducts, fire sprinklers, electrical conduits, building power to final electrical connect at junction box, key switches, caulking, punching of holes for track brackets, protection during storage or after installation, storage/storage fees, delegated design submittal, coordination drawing, engineering drawings/stamps/testing, seismic test/reports and qualification certificates, FSC-accredited certification, forest certification, permits, any & all asbestos abatement of any kind and bonds.

Pricing is based upon acceptance within 60 days and installation of track & trolleys by end of year 2017. If there are any questions, please give us a call.

Respectfully,

NORCON INDUSTRIES, INC.



Peter Willman | Norcon Industries, Inc.

5412 E. Calle Cerritos, Guadalupe AZ 85283

Telephone: 602.320.9134 | Fax: 480.994.3938

Email: petew@norconindustries.net | Web: www.norconindustries.net

EOE/ AA/ EMPLOYER

NORCON INDUSTRIES, INC.

ARIZONA | COLORADO | IDAHO | NEW MEXICO | TEXAS | UTAH | WYOMING

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2840 W. RUTHRAUFF RD., STE. 140P	TUCSON, AZ 85705	PHONE: (520) 325-5752	FAX: (520) 325-5753
1905 VILLA PARK LANE	HOLLADAY, UT 84121	PHONE: (801) 803-8766	FAX: (801) 384-1240
Send all Remittances & Secure Documents to: Norcon Industries, Inc. • P.O. Box 61988 • Phoenix, AZ 85082-1988			



Legislation Description

File #: 17-122, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE CONTRACT WITH ALL ANIMALS RESCUE & TRANSPORTATION, LLC AND APPROVE AN INCREASE IN THE EXPENDITURE OF FUNDS

Staff Contact: Rick St. John, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the contract between the City of Glendale and All Animals Rescue & Transportation, LLC (AART), and approve an increase to the annual expenditure of funds in the amount of \$36,000. The annual amount of the contract for the renewal year will be \$235,000.

Background

The City of Glendale and AART previously entered into an initial one (1) year contract (C-10717) on March 22, 2016 for services to protect stray dogs and manage animals posing a risk in the community with an annual contract amount of \$199,000. The contract contains an option to renew for an additional four (4) years in one (1) year increments. AART responds to and transports stray dogs, vicious animals, and domestic animals involved in bite activity. Over the last year, AART has provided resources and personnel for specific situational response and animal transport services needed by the City. Statistical information provided by AART has shown the number of service calls originally anticipated was underestimated and has exceeded expectations.

At the time the initial agreement with AART was developed, the compensation amount was based on the calls for service information provided by the previous vendor. Unfortunately, the information provided by the previous vendor produced an unrealistic average in the number of service calls. In addition, the initial contract only required AART to respond during weekends for animals involved in vicious behavior and/or bite activity, but no weekend response for stray dogs. AART has since increased its days and hours of operation, and full services are now available seven days a week. With more realistic data indicating the actual number of calls for service, and an expansion in services to seven days a week, an increase to the annual contract amount is necessary and is reflected in Amendment No. 1.

Analysis

Amendment No. 1 will modify the language in the scope of services, increase the annual amount of the contract by \$36,000, and will extend the term of the agreement for a one-year period. The option to renew for additional years in one (1) year increments at the City Manager's discretion and upon agreement of both parties remains in effect. Staff is recommending Council authorize the City Manager to enter into Amendment No. 1 to the contract with the AART and approve the increase in the expenditure of funds.

Previous Related Council Action

On March 22, 2016, Council authorized the City Manager to enter into an initial one (1) year contract with AART, with the option to renew for an additional four (4) years in one (1) year increments at his discretion and upon agreement of both parties, for response to and transport of stray dogs, vicious animals, and domestic animals involved in bite activity, and approve the expenditure of funds.

Budget and Financial Impacts

Funds for the remaining months in this year's increase in the expenditure (approximately \$6,500) are available in the Fiscal Year (FY) 16-17 budget that was approved by Council. Funds for the new annual amount of the contract extension (\$235,000) are available in the FY 17-18 budget. Appropriation for future contract years elected will be requested in those FY budgets presented and is contingent upon Council approval.

Cost	Fund-Department-Account
\$235,000	1000-12180-518200, Animal Control Contracts

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1

To the Contract between the City of Glendale, Arizona and All Animals Rescue & Transportation, LLC, For Pickup and Transport of Stray Dogs and Domestic Animals Involved in Bite Activity

This Amendment No. 1 ("Amendment") to the Contract between the City of Glendale, Arizona and All Animals Rescue & Transportation, LLC ("Agreement") is made this 21 day of MARCH, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and All Animals Rescue & Transportation, LLC, an Arizona LLC authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and All Animals Rescue & Transportation, LLC ("Contractor") previously entered into a Contract, No. C-10717, dated 3/22/16 ("Agreement"); and

City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from March 21, 2017 through March 21, 2018, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety, except as provided hereinafter.
3. **Scope of Work.** Remains the same as described in the Agreement dated 3/22/16 in the paragraph entitled "Scope of Services," except:
 - (A) Paragraph 1. B. is amended to provide "Contractor will answer calls placed by the City from 9:00 a.m. to 5:30 p.m. Monday through Friday, and from 9:00 a.m. to 4:30 p.m. on Saturday and Sunday."
 - (B) Paragraph 1. C. is amended to provide "Contractor will respond to calls seven days a week, from 9:00 a.m. to 5:30 p.m. Monday through Friday, and from 9:00 a.m. to 4:30 p.m. on Saturday and Sunday, for domestic animals involved in vicious behavior or bite activity."

- (C) Paragraph 1. D. is amended to provide "Contractor will record the breed of the animal, to the best of his/her ability, color, weight, and location of pick-up on a log sheet and maintain animal, person, and rabies incident database. Contractor will obtain and record ID numbers for each animal impounded and surrendered to Maricopa County Animal Care and Control. Contractor will provide summary reports to City personnel monthly and detailed reports to City personnel as needed."
- (D) Paragraph 1. E. is added "E. The contractor will coordinate with epidemiologists at the county public health department to provide rabies and other zoonotic risk assessments. Contractor will also advise the City when quarantine or destruction due to rabies exposure is required and maintain records of all exposure cases."
- (E) Paragraph 1. F. is added "F. Contractor will assist City code compliance officers by following up with pet owners who have been issued a compliance notice when requested by the officer."
- (F) Paragraph 1. G. is added "G. Contractor will perform community outreach and education when violations are observed by the Contractor or when requested by the City."
4. **Compensation.** The City will pay Contractor a maximum contract price of \$235,000.00 annually for the services, which shall be paid to the contractor in twelve equal monthly installments.
5. **Insurance Certificate.** Current certificate will expire on 3/21/17 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. ***Ratification of Agreement.*** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps,

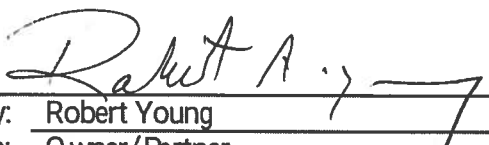
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

All Animals Rescue & Transportation,
LLC



By: Robert Young
Its: Owner/Partner



Legislation Description

File #: 17-125, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ON ADVERTISING, INC., UNDER THE STATE OF ARIZONA COOPERATIVE PURCHASING AGREEMENT FOR MARKETING AND ADVERTISING SERVICES FOR THE PUBLIC FACILITIES, RECREATION AND SPECIAL EVENTS DEPARTMENT

Staff Contact: Erik Strunk, Director, Public Facilities, Recreation and Special Events

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with On Advertising, Inc., under the State of Arizona Cooperative Purchasing Agreement for Marketing and Advertising Services for the Public Facilities, Recreation and Special Events (PFRSE) Department in an amount not to exceed \$300,000 annually. If approved, the term of the contract would be a period of one year, with the administrative option to annually renew it up to four additional years.

Background

In July 2016, the City was re-organized to create the new Public Facilities, Recreation and Special Events Department. As established, this City department consists of all Parks and Recreation programs and services; the Glendale Civic Center; the Office of Special Events; and the Glendale Convention & Visitors Bureau (CVB). In order to effectively market and promote programs and services offered by each of these divisions and to promote the City as a major destination for tourism, conventions, and visitors, the department is responsible for a variety of marketing and advertising initiatives on a local, national and international scale. These initiatives are primarily utilized to promote patronage at Glendale's hotels and many fee-based facilities, programs and services such as the Civic Center, aquatics programs, the Glendale Adult Center, Special Interest Classes, etc. Examples these promotional and marketing initiatives would include the annual publication of Visit Glendale; ad purchases and articles about Glendale in a variety of national and international travel magazines such as Arizona Highways, Sports Destination Management, Arizona Business Magazine, El Imparcial (Sonora, Mexico), Travel Professional, etc.; local, quarterly publications such as Glendale @ Play, the use of radio, television, and social media to promote the City's special events such as Glendale Glitters, Touch-a-Truck, the Chocolate Affaire, Glitter and Glow, and the Folk and Heritage Festival; social media and search engine optimization; and new efforts to increase business and patronage of the Glendale Civic Center.

Each of these respective divisions has been responsible for its own marketing and promotional efforts, which takes away from the core functions of certain employee, which is not an optimal use of their time. In an effort to better consolidate and coordinate these efforts, the new department worked with the Procurement Division to explore the potential outsourcing of these functions. As a result, it was recommended to enter into a linking agreement with On Advertising, Inc., to allow for a more enhanced, strategic marketing and advertising program, with an emphasis on metrics-driven results.

If approved, the department will better be able to coordinate interactive media and marketing strategies to

increase tourism, participation and visibility of Glendale's special events, recreation programs and services, and further establish the City as a regional, national and international destination.

Analysis

As previously mentioned, there are four divisions that will benefit from this agreement with On Advertising, Inc., if approved:

1. CVB. The Tourism Division, which was established in 1997 and renamed the Glendale Convention & Visitors Bureau (CVB) in 2010, is responsible for developing and implementing the city's tourism and visitor services programs to both in-state, out-of-state, and international visitors to Glendale and the West Valley. Through the CVB's efforts, Glendale's hoteliers generated approximately \$47.26 million in gross hotel sales in calendar year 2016, which in turn generated additional revenue to the city in the form of the bed tax - approximately \$1,004,903. In fact, the City's current "Average Daily Rate" (ADR) earned by Glendale hotels in 2016 was \$125.65 per night, which is also the highest ever.

In addition, the CVB serves over 115 West Valley businesses, and features Glendale in approximately 200 ads annually. The CVB, which has a staff of 2.5 FTEs and two temporary contractual workers, currently manages an integrated marketing and advertising program that focuses on three core initiatives in national, international and regional markets: meetings & conferences, travel & trade, and leisure visitors. The marketing program spans multiple platforms including print, online, out of home, television and interactive cutting-edge technologies such as digital ad targeting, retargeting and search engine marketing, with an emphasis on lead-driven placements to increase hotel occupancy in Glendale. Of the annual contract amount requested, approximately \$200,000 will be supported by the CVB's existing budget for marketing.

2. Glendale Civic Center. The Glendale Civic Center, a 40,000 square foot facility that books approximately 195 events and draws over 56,000 persons annually to the downtown/Centerline area, does not have a dedicated marketing budget. As a result, staff has traditionally relied on websites offering free online listings to generate leads and book business. Since the City re-organization, the CVB has partnered with the Civic Center utilizing several local trade publications to increase its exposure in the marketplace to visitors. Additionally, in FY 16-17 and as a part of the City's agreement with the Tohono O'odham Nation, the CVB began receiving a \$100,000 payment specifically for CVB-related marketing and tourism activities. Of this amount and as presented to the City Council at workshop in October 2016, \$30,000 of this annual payment has been earmarked for Civic Center marketing and advertising. As a result, this new marketing bud will be used for the Civic Center with regard to advertising purchases, market research, and/or market analysis performed via the linking agreement with On Advertising, Inc.
3. Office of Special Events. Similar to the CVB and the Civic Center, the Office of Special Events relies on marketing and advertising to leverage its budget and to increase attendance at signature and community events. In FY16-17, an estimated 350,000 persons attended the six free signature events which spanned from November 2016 through February 2017. With a budget of \$105,000 for marketing, Special Events received 4,946,810 audience views on marketing ads during the event season. The primary platform used by Special Events includes radio, newspaper, TV, internet advertising and social media engagement. A linking agreement with On Advertising, Inc., will better enable Special Events the opportunity to identify

potential media partners and media purchases that will maximize the division's marketing budget.

4. Parks and Recreation. Each year, the Parks and Recreation Division generates approximately \$2,422,090 in revenue and continually seeks new ways to grow both revenue and patronage at its facilities. To accomplish this, the division markets its programs and community events via quarterly magazines, flyers, the Parks and Recreation webpage and social media. While this division's marketing efforts are traditionally more grassroots and do not require as many media buys as the other divisions within the department, a linking agreement with On Advertising, Inc., will provide the opportunity for needed market research and analysis to evaluate current marketing and outreach initiatives. These efforts will compliment the City's broader efforts to locally, nationally and internationally promote assets such as the Historic Sahuaro Ranch Park, the Thunderbird Conservation Park, and the Paseo-Racquet Center.

Utilizing the state of Arizona Purchasing Cooperative Marketing-Statewide Linking Agreement ensures that industry best practices, processes and procedures are applied and allows the city to make cost-effective purchases utilizing On Advertising, Inc., diverse set of industry skills, insight and purchasing power resulting in the most effective use of available funding.

Community Benefit/Public Involvement

Tourism is the largest export-industry in Arizona. According to the Arizona Office of Tourism, 42.1 million people visited Arizona in 2015 that collectively spent \$21 billion. Additionally, recreation opportunities and special events attract visitors and improve residents' quality of life through the collection of sales tax. All of these activities are impacted by the department's ability to effectively market and advertise programs and events, and the results are tangible; effective marketing increases attendance at Glendale Signature Events, it promotes recreation programs and services, generates leads for and interest in the Civic Center, and increases hotel occupancy, gross hotel room sales and tourism spending in Glendale and the West Valley. Through enhanced marketing and advertising, a continued focus will be placed on business and leisure travel ranging from conferences, meetings groups and international and domestic visitors. In addition, a comprehensive promotional campaign is a critical step in attracting new residents, entrepreneurs and businesses to move to Glendale.

Additionally, the use of an outside vendor to provide coordinated and strategic marketing and media services will result in a more efficient use of staff time that will allow for the additional focus on generating more tourism, convention business, and facility use, which in turn will generate revenue to Glendale.

(See next page for Budget and Financial Impacts)

Budget and Financial Impacts

Approval of this agreement will not exceed \$300,000 in total annual expenses, all of which is budgeted within the department.

Cost	Fund-Department-Account
\$300,000 annually	1000-14130-518200, Bed Tax/Tourism Professional Contractual - \$95,000; 1000-14100-518200, City Sales Tax-Bed Tax Professional Contractual - \$40,000; 1840-32108-518200, Maricopa County Proposition 302 Grant - \$95,000; 1000-14109-518200, Special Events Professional Contractual - \$40,000; 1000-14610-529600 Promotion and Publicity - \$30,000.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? Yes

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ON ADVERTISING, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and On Advertising, Inc., an Arizona Corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On August 12, 2016, under the State of Arizona Purchasing Cooperative, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Marketing - Statewide, ADSP016-145336 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was August 12, 2016, until the date the contract expires on August 11, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond August 11, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until August 11, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods) periods until the Cooperative Purchasing Agreement expires on August 11, 2021.

Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed \$1,200,000 (one million two-hundred thousand) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Connie Schneider, C.P.M.
5850 W Glendale Ave #317
Glendale, Arizona 85301
623-930-2868
CSchneider@glendaleaz.com

and

On Advertising, Inc.
c/o Ron Meritt
101 N. 1st Ave #2000
Phoenix, AZ 85003
480-705-6623 x1002
rmeritt@on-advertising.com

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

On Advertising, Inc.,
an Arizona Corporation

By: _____

Name: _____

Title: _____

Ron Meritt 3/16/17
RON MERITT
PRESIDENT

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ON ADVERTISING, INC.**

**EXHIBIT A
MARKETING - STATEWIDE**



Offer and Acceptance

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

Solicitation No.: ADSP016-00006127
Description: Marketing - Statewide

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.

On Advertising, Inc.

Company Name

101 N. 1st Avenue, Suite 2000

Address

Phoenix

AZ

85003

City

State

Zip

Signature of Person Authorized to Sign Offer

John Hernandez

Printed Name

Chief Executive Officer

Title

Phone:

480-705-6623 x1002

Fax:

480-705-6639

rmeritt@on-advertising.com

Contact Email Address

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 2009-8 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.

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. ADSP016-145336

The effective date of the Contract is September 1, 2016

The Contractor is 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

12

day of August

2016

Procurement Officer



Scope of Work

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

Contract No.: ADSP017-145336

Description: Marketing - Statewide

1. Introduction

- 1.1. The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative) are seeking proposals from qualified contractors to provide services and materials on an as-needed basis for Marketing. 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 (hereinafter referred to as Eligible Agencies) may acquire these products and services. This Request for Proposals (RFP) establishes the requirements for Proposal submission by interested suppliers.
- 1.2. Occasionally a Contractor may be required to perform specialized advertising in non-English language at the discretion of the Agency. In this document, "Agency" refers to a State Agency using a contract resulting from this solicitation. In order to reach a wide audience, including the Native American and Hispanic markets, the Contractor may include minority communities in Arizona as part of the strategic decisions and creative development. Unless required by the Agency to provide materials in another language, the Contractor shall provide all materials in English and media will be planned and placed with affiliates who broadcast or print advertisements in English. If the Agency requires materials in another language, in addition to translation services, the Contractor shall advise the Agency if creative changes are needed to ensure they are culturally appropriate.

2. Background

- 2.1. Successful Contractors will work on projects and assignments as determined by the Agency under the direction of a designated project manager. The projects may range from a few hours to several months and will be driven by program need and financial availability. The level of anticipated annual spending will be determined by the Agency. For most agencies, funds will be encumbered prior to the start of a project. An Agency wishing to use a service or multiple services available under this contract will provide the contractor(s) with a task assignment specifying the service expectations and special requirements of that Agency. The Agency may submit a need description and budget amount to multiple contractors requesting a proposed solution, selecting the contractor(s) who offers the most desirable solution.
- 2.2. Attached as Exhibit A are descriptions of agency goals and types of services presented as samples of the types of use envisioned by state agencies under this contract. These descriptions are neither guarantees of services which would be purchased from this contract nor are they an all-inclusive description of the services that may be required. The State is looking for providers in all service categories.
- 2.3. This is a statewide contract and may be used by Multiple Agencies and Cooperative Members for any of the various purposes and types listed below. Offerors may respond to one, or any combination, of these categories. Many of the services identified individually are also services provided under more general categories. We encourage Offerors to respond to the category that best describes their business.
- 2.4. Materials developed and/or produced under this contract become the property of the State as defined in the Uniform Terms and Conditions. The Uniform Terms and Conditions are included as part of this solicitation and would be a section in any resulting contract.
- 2.5. The Agency shall have complete authority over the plans developed under this contract and shall have the express rights to modify and/or delete all or any part of the plan.

3. General Service Requirements

- 3.1. The Contractor shall maintain a full-time office in Arizona so that contractor staff can be readily available to state agencies on a daily basis.
- 3.2. The Contractor's staff shall be available for meetings at the Agency's office at the Agency's discretion.
- 3.3. The Contractor shall make no commitments on behalf of the Agency without prior written approval.
- 3.4. The Contractor shall make recommendations regarding ways to generate cost savings wherever possible.
- 3.5. The Contractor shall be able to transfer documents, creative artwork and files electronically using a mutually agreed upon format (e.g., PDF).
- 3.6. The Contractor must manage the Agency's account in a business-like manner, consistent with the Agency's needs, and conform to the highest possible industry and quality standards. This includes, but is not limited to, adequate staffing to provide effective cost tracking and detailed invoicing as required by the Agency.
- 3.7. The Contractor shall identify for the Agency the staff member servicing as Point of Contact.
- 3.8. The Contractor shall advise Agency of emerging technologies and provide Agency with services using emerging technologies as appropriate.
- 3.9. The Contractor may be requested to work in collaboration with other Contractor(s) to produce successful integrated marketing campaigns. In such instances, contractor(s) would be expected to share necessary information and reporting, perform in a business-like manner, etc.



Scope of Work

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

Contract No.: ADSP017-145336

Description: Marketing - Statewide

- 3.10. All Information Technology (IT) related services provided by the Contractor, which will be deployed for the benefit of the public or the State, must adhere to statewide standards as developed by the State of Arizona Strategic Enterprise Technology Office (ASET). These standards can be found at <https://aset.az.gov/resources/policies-standards-and-procedures>.
- 3.11. All broadcast media shall be Closed Captioned (CC).
4. **General Marketing Partner.** The Contractor shall perform all functions normally required of a full-service advertising agency necessary for the development, preparation, and placement of advertising in various media as the Agency shall direct or deem necessary. Service requirements under this contract category may include, but are not limited to, the following:
 - 4.1. **Plan and Budget.** The Agency will provide the Contractor with a target amount for advertising services and will expect the Contractor to develop a cost-effective plan that is responsive to the Agency's marketing needs. Subsequent plans shall be incorporated into the Agency's budget and are subject to approval by the Agency.
 - 4.1.1. The Contractor shall develop a campaign or annual Advertising Plan and Budget in a time frame set by the Agency.
 - 4.1.2. The Advertising Plan and Budget shall be submitted to the Agency for approval. The plan shall be reviewed at the time frame established by the Agency and revised as desired by the Agency.
 - 4.1.3. The Advertising Plan shall detail all campaigns planned during each fiscal year, including budget estimates for each.
 - 4.1.4. The Advertising Plan shall provide a breakdown of proposed spending by media type and proposed production costs.
 - 4.2. **Staffing/Consulting**
 - 4.2.1. The Contractor shall provide sufficient staff to meet the Scope of Work and respond to needs as required by the Agency. The account management staff shall conduct status meetings with the Agency and provide reports on projects in process at time frames determined in conjunction with the Agency. The consulting or account management staff shall advise on most effective placements and approaches to maximize desirable outcomes using limited funds.
 - 4.3. **Research.** The Contractor shall recommend, design, implement, and analyze market research opportunities and results—utilizing research to develop strategies for marketing Agency products as required by the Agency.
 - 4.3.1. The Contractor will manage research projects to determine campaign or program effectiveness and gauge changes in target audience attitudes and perceptions. Research services to be provided by the Contractor may include, but are not limited to, monthly tracking studies, focus group research, consumer segmentation studies, media research, psychographic behavior studies, brand identification analysis, and advertising concept testing.
 - 4.3.2. Contractor will work cooperatively with other state research contractors, or to apply results provided by those contractors, as required by the Agency. The Agency will take ownership of all research results, materials, and databases generated by the Contractor on behalf of the Agency.
 - 4.3.3. Working with different State agencies as their needs require, the Contractor shall research and propose a marketing strategy pertinent to the specific outreach requirements of each requesting agency.
 - 4.3.4. If identified in the plan, the Agency shall pay all telephone and facsimile charges necessary for the rendering of special or unusual services, such as special phone surveys.
 - 4.4. **Creative.** Under the direction of the Agency, the Contractor shall be responsible for the creation of effective advertising materials including, but not limited to, radio, television, print, digital, direct, internet, mobile cinema, Social Media, outdoor and non-traditional or other forms as applicable.
 - 4.4.1. The Contractor shall develop multimedia campaigns in support of the objectives of the Agency.
 - 4.4.2. The Contractor shall offer alternative creative concepts to an Agency for a campaign. Unless otherwise directed by the Agency, at least three different creative concepts shall be offered when the Contractor is making any initial creative presentation to the Agency. Each shall reflect a distinctly different tone, approach, and style.
 - 4.4.3. The Contractor shall provide the Agency with a timely response to its advertising needs and schedules for all projects, allowing sufficient time for developing, presenting, and refining at least three creative concepts, editing and revising the selected option per the Agency request, obtaining final approval from the Agency staff and other Agency designees, producing the final product, and distributing the finished product according to the Agency specifications. In most cases, materials will be delivered to one central location—the Agency's central office.



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- 4.5. Production. Under the direction of the Agency, the Contractor shall be responsible for the production of effective advertising materials for radio, television and digital (contractor will need to be able to program and design for online ads) as well as social media. Contractor may be required to work with a third party on certain State projects.
- 4.5.1. The Contractor shall have the capability to produce, film and edit television, online and radio commercials as required by the Agency. The Contractor shall provide all necessary components which include, but are not limited to: directorial services, production management, audio recording, music, graphics, animation, film crew, talent, editing personnel, film transfer, and telecine.
- 4.5.2. Contractor must have the capability to shoot in all digital formats.
- 4.5.3. The Contractor shall provide all necessary duplication services for distribution of the produced commercials. For audio, the Contractor must be able to provide the following duplication formats: cassette, CD, DAT. In addition, the contractor must have an electronic delivery method such as DGS and other appropriate digital formats as needed.
- 4.5.4. The Contractor must collaborate with the Agency on all aspects of the production process, including (but not limited to) storyboard creation, scripting, translation, location scouting, casting, shooting, audio recording, editing, effects, duplication and trafficking. Commercials may be filmed on-site at State locations (e.g., State Fairgrounds during Arizona State Fair).
- 4.5.5. The Contractor shall provide the Agency with a timely response to its production needs and schedules for all projects. In most cases, materials will be delivered to one central location—the Agency's central office.
- 4.5.6. The Contractor shall obtain the most cost-effective talent and usage agreements involving Screen Actors Guild (SAG) or American Federation of Radio and Television Artists (AFTRA) talent as appropriate and recommend extended talent cycles and buyouts in cases when additional uses of advertisements and their components are anticipated and approved in advance by the Agency.
- 4.6. Public Relations. The Contractor shall provide comprehensive public relations/communications consultation and advice to the Agency. The services provided should include, at a minimum:
- 4.6.1. Planning support such as developing product or initiative promotion plans, strategic communications plans, corporate and community-based communication programs, and crisis communication planning.
- 4.6.2. Consultation support such as providing public relations and media relations counsel, designing and supporting media relations proposals and designing and supporting corporate and community outreach.
- 4.6.3. Staffing and other support such as providing support for publicity, special events, and public relations, assisting with media, speechwriting, and assisting the agency in maximizing effective communications (e.g., drafting and distributing news releases, working with the Agency or other contractors in providing bilingual speakers for events).
- 4.7. Media Services. The Contractor shall be responsible for developing and updating an annual or campaign Media Plan, for negotiating and placing Agency materials effectively and efficiently, and for verifying actual placement as required by the Agency.
- 4.7.1. If requested by the Agency, the Contractor shall develop a plan that maximizes results, achieves specific objectives, and supports creative and other strategic direction to provide measurable results. The plan could include such elements as an identification of when and what type of media should be written and placed, time schedules for identifying and analyzing demographic market and delivering media coverage, and a means to determine the effectiveness of the media campaign.
- 4.7.2. The Contractor shall be responsible for the negotiation, purchase, instruction, and delivery of materials for the placement of media time and space.
- 4.7.3. In negotiating media purchases, the Contractor shall make the Agency aware of any savings that might be achieved through long-term commitments or other special programs. Any such commitments shall be approved by the Agency and any savings shall be passed on to the Agency.
- 4.7.4. When the Agency is contacted by a company offering media or promotional opportunities for the Agency, the Agency will direct the inquiring party to provide the information to the Contractor. For all opportunities recommended by the contractor a written evaluation shall be provided to the agency in context with Agency objectives and strategies.
- 4.7.5. Contractor shall have a process in place to reply to each inquiring media party. This will be available for review by Agency upon request



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- 4.7.6. The Contractor shall implement a system to ensure that all media was run or published according to any contracts or placement instructions. Affidavits, tear sheets, or other documentation shall be provided.
- 4.7.7. The Contractor shall notify the Agency before approving any make goods for any ads that did not run as scheduled. All such materials shall be maintained by the Contractor and shall be available for inspection by the Agency or authorized by Agency representatives.
- 4.7.8. The Contractor shall submit to the Agency any invoices for paid media advertising or campaigns in a timely manner. Affidavits and tear sheets shall accompany any final billings.
- 4.7.9. The Agency may at any time cancel, at no cost, any space or time previously authorized for publication or broadcast provided the publisher or other owner of said space or time will accept such cancellation without financial penalty. The Agency may also cancel any space or other time previously authorized for which there is a cancellation penalty, but such penalty shall be paid by the Agency.
- 4.7.10. The Contractor shall present alternative outreach options to the Agency such as: bus posters, movie theaters, or outdoor placements.
- 4.8. Public Service Announcements. If requested by the Agency, the Contractor shall develop informational materials to be provided to media outlets as public service announcements to run at no charge to the Agency. The Contractor may be asked to secure statewide public service announcements. The Contractor shall develop a plan to achieve media acceptance of these materials, propose low-cost production of these materials, and provide the Agency with a periodic report on the reported usage of such materials. The Contractor shall be responsible for ensuring proper performance of all public service announcement media contracts or paid media contracts.
- 4.9. Added-Value/Bonus Commercials. The Contractor shall negotiate added-value promotions and free bonus space, using the Agency's strategies and direction with all radio and Television stations included in all Agency media buys. Any added-value promotions or bonus spots provided by participating stations or social media outlets shall be identified in the summary of media buys, and the value of the bonus spots shall be calculated and provided to the Agency to demonstrate and quantify the savings.
- 4.10. Promotional or Outreach Events.
 - 4.10.1. The Contractor shall provide through Contractor's staff, and/or in cooperation with the Agency or other contractors, the coordination, production, and bilingual staffing of promotional functions at community and special events. Written Agency approval of expenditures must be received prior to the event. The Contractor shall be reimbursed for actual expenses incurred as a result of the Contractor's performance of the services provided. Itemized invoices must be submitted according to Agency billing requirements.
 - 4.10.2. When the Agency is contacted by a company offering promotional or outreach opportunities for the Agency, the Agency will direct the inquiring party to provide the information to the Contractor. For each of these requests, the Contractor shall review the information and provide a written evaluation of the media or promotional opportunity in context with Agency objectives and strategies.
 - 4.10.3. If requested by the Agency, the Contractor shall also develop joint advertising and promotional opportunities with potential co-sponsors—particularly with other Arizona entities—and facilitate execution of any Agency-approved program.
- 5. **Design Firm Services (Creative).** The Contractor shall perform all functions normally required of a Design Firm/ Creative Services provider necessary for the development of advertising in various media including non-traditional and social media as the Agency shall direct or deem necessary. Service requirements under this contract category may include, but are not limited to, the following:
 - 5.1. Plan and Budget. The Agency will provide the Contractor with a target amount for creative services and will expect the Contractor to develop a cost-effective plan that is responsive to the Agency's marketing needs. Subsequent plans shall be incorporated into the Agency's budget and are subject to approval by the Agency.
 - 5.1.1. The Contractor shall develop a campaign or annual plan and budget in a time frame set by the Agency.
 - 5.1.2. The plan and budget shall be submitted to the Agency for approval. The plan shall be reviewed at the time frame established by the Agency and revised as desired by the Agency.
 - 5.1.3. The plan shall detail all campaigns planned during each fiscal year, including budget estimates for each
 - 5.2. Staff/Consulting. The Contractor shall provide sufficient staff to meet the Scope of Work and respond to needs as required by the Agency. The account management staff shall conduct status meetings with the Agency and



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- provide reports on projects in process at time frames determined in conjunction with the Agency. The account management staff shall also provide other reports as required by the Agency.
- 5.3. **Creative.** Under the direction of the Agency, the Contractor shall be responsible for the creation of effective advertising materials including, but not limited to, radio, television, print, digital, direct, internet, and outdoor.
- 5.3.1. The Contractor shall develop multimedia campaigns in support of the objectives of the Agency.
- 5.3.2. The Contractor shall offer alternative creative concepts to an Agency for a campaign. Unless otherwise directed by the Agency, at least three different creative concepts shall be offered when the Contractor is making any initial creative presentation to the Agency. Each shall reflect a distinctly different tone, approach, and style.
- 5.3.3. The Contractor shall provide the Agency with a timely response to its advertising needs and schedules for all projects, allowing sufficient time for developing, presenting, and refining at least three creative concepts, editing and revising the selected option per the Agency request, obtaining final approval from the Agency staff and other Agency designees, producing the final product, and distributing the finished product according to the Agency specifications. In most cases, materials will be delivered to one central location—the Agency's central office.
- 5.4. **Public Service Announcements.** The Contractor shall be required to develop informational materials to be provided to media outlets as public service announcements to run at no charge to the Agency.
6. **Production Services.** The Contractor shall perform all functions normally required of a Production Company for the preparation of advertising in various media as the Agency shall direct or deem necessary. Service requirements under this contract category may include, but are not limited to, the following:
- 6.1. **Plan and Budget.** The Contractor shall develop a budget for any proposed Agency production project. The Agency will provide the Contractor with a target amount for production services and will expect the Contractor to develop a cost-efficient plan that is responsive to the Agency's needs. Plans are subject to approval by the Agency. The plan and budget shall provide a breakdown of proposed spending by media type and proposed production costs by category.
- 6.2. **Production.** Under the direction of the Agency, the Contractor shall be responsible for the production of effective advertising materials for radio and television and digital (contractor will need to be able to program and design for online ads) as well as social media. Contractor may be required to work with a third party on certain State projects.
- 6.2.1. The Contractor shall provide the Agency with a timely response to its advertising needs and schedules for all projects. Sufficient time will be allowed for developing the project, editing and revising the product per the Agency request, obtaining final approval from the Agency staff, producing the final product, and distributing the finished product according to the Agency specifications. In most cases, materials will be delivered to one central location—the Agency's central office.
- 6.2.2. When producing any creative work, the Contractor shall not vary from approved scripts, storyboards, or print layouts without Agency approval. Failure to adhere to approved scripts, storyboards, or layouts may void the Agency's approval of the estimate for the project. The Contractor shall be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with the Agency's approval.
- 6.2.3. The Contractor shall provide all necessary components needed to produce television and radio commercials. These components include, but are not limited to: directorial services, production management, audio recording, music, graphics, animation, film crew, talent, editing personnel, film transfer, and telecine.
- 6.2.4. Contractor must have the capability to shoot in all modern digital formats.
- 6.2.5. The Contractor shall provide all necessary duplication services for distribution of the produced commercials. For audio, the Contractor must be able to provide the following duplication formats: cassette, CD, DAT. In addition, the contractor must have an electronic delivery method such as DGS and other digital formats as needed.
- 6.2.6. The Contractor must collaborate with the Agency on all aspects of the production process, including but not limited to, storyboard creation, scripting, translation, location scouting, casting, shooting, audio recording, editing, effects, duplication and trafficking. Commercials may be filmed on-site at State locations (e.g., State Fairgrounds during Arizona State Fair).
- 6.2.7. The Contractor shall assist with dubbing, transcribing, and duplication of material for broadcasting services, and with "mechanical art" for print in newspaper, magazines or other publications.



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- 6.2.8. The Contractor shall obtain the most cost-effective talent and usage agreements involving Screen Actors Guild (SAG) or American Federation of Radio and Television Artists (AFTRA) talent as appropriate and recommend extended talent cycles and buyouts in cases when additional uses of advertisements and their components are anticipated and approved in advance by the Agency.
- 6.3. Public Service Announcements. The Contractor shall be required to produce materials to be provided to media outlets as public service announcements to run at no charge to the Agency.
7. **Media Services.** The Contractor shall perform all functions normally required of a Media Placement agency necessary for the economic and effective placement of advertising in various media as the Agency shall direct or deem necessary. Service requirements under this contract category may include, but are not limited to, the following:
- 7.1. Plan and Budget. The Agency will provide the Contractor with a target amount for placement services and will expect the Contractor to develop a cost-efficient plan that is responsive to the Agency's marketing needs. The Contractor shall make recommendations regarding ways to generate cost savings wherever possible.
- 7.2. Staffing/Consulting. The Contractor shall provide sufficient staff to meet the Scope of Work and respond to needs as required by the Agency. The account management staff shall conduct status meetings with the Agency and provide status reports on projects in process at timeframes determined in conjunction with the Agency. The contractor's staff shall advise the Agency on the most effective placements and approaches to maximize desirable outcomes using limited funds.
- 7.3. Media Service. The Contractor shall be responsible for developing and updating an annual or campaign Media Plan, for negotiating and placing Agency materials effectively and efficiently, and for verifying actual placement as required by the Agency.
- 7.3.1. The Contractor shall be responsible for developing and updating an annual or campaign Media Plan as required by the Agency that maximizes results, achieves specific objectives, and supports creative and other strategic direction to provide measurable results. The plan could include such elements as an identification of when and what type of media should be written and placed, time schedules for identifying and analyzing demographic market and delivering media coverage, and a means to determine the effectiveness of the media campaign.
- 7.3.2. The Contractor shall be responsible for the negotiation, purchase, instruction, and delivery of materials for the placement of media time and space and shall explain the process of selecting media outlets to the Agency.
- 7.3.3. In negotiating media purchases, the Contractor shall make the Agency aware of any savings that might be achieved through long-term commitments or other special programs. Any such commitments shall be approved by the Agency and any savings shall be passed on to the Agency.
- 7.3.4. When the Agency is contacted by a company offering media or promotional opportunities for the Agency, the Agency shall direct the inquiring party to provide the information to the Contractor. For each of these requests, the Contractor shall review the information and provide a written evaluation of the media or promotional opportunity in context with Agency objectives and strategies.
- 7.3.5. The Contractor shall implement a system to ensure that all media was run or published according to any contracts or placement instructions. Affidavits, tear sheets, or other documentation shall be provided.
- 7.3.6. The Contractor shall notify the Agency before approving any make goods for any ads that did not run as scheduled. All such materials shall be maintained by the Contractor and shall be available for inspection by the Agency or authorized by Agency representatives.
- 7.3.7. The Contractor shall submit to the Agency any invoices for paid media advertising or campaigns in a timely manner. Affidavits and tear sheets shall accompany any final billings.
- 7.3.8. The Agency may at any time cancel, at no cost, any space or time previously authorized for publication or broadcast provided the publisher or other owner of said space or time will accept such cancellation without financial penalty. The Agency may also cancel any space or other time previously authorized for which there is a cancellation penalty, but such penalty shall be paid by the Agency.
- 7.3.9. The Contractor shall present alternative outreach options to the Agency such as: bus posters, movie theater slides, movie theater digital video, or outdoor placements (30-sheets, bulletins, mall kiosks, bus shelters, and social media).
- 7.4. Public Service Announcements. The Contractor shall provide informational materials to media outlets as public service announcements to run at no charge to the Agency.
- 7.5. Added-Value/Bonus Commercials. The Contractor shall negotiate added-value promotions and free bonus spots, using the Agency's strategies and direction with all Agency media buys. Any added-value promotions



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or bonus spots provided by participating outlets shall be identified in the summary of media buys, and the value of the bonus spots shall be calculated and provided to the Agency to demonstrate and quantify the savings.

8. **Interactive Marketing Services.** The Contractor shall perform all functions normally required of an interactive marketing services provider necessary for the development, preparation, and placement of information or advertising on the internet or similar electronic media as the Agency shall direct or deem necessary. Service requirements under this contract category may include, but are not limited to, the following:
- 8.1. Plan and Budget. The Agency will provide the Contractor with a target amount for interactive marketing services and will expect the Contractor to develop a cost-effective plan that is responsive to the Agency's needs. Subsequent plans shall be incorporated into the Agency's budget and are subject to approval by the Agency.
 - 8.2. Staffing/Consulting.
 - 8.2.1. The Contractor shall provide sufficient staff to meet the Scope of Work and respond to needs as required by the Agency.
 - 8.2.2. Contractor staff would provide Agency with analysis, advice, and support for key Agency initiatives.
 - 8.2.3. The Contractor shall provide support for issues, problems or emergencies related to the Agency websites, including both at-work hours and in some instances, after hour's coverage.
 - 8.3. Interactive.
 - 8.3.1. The Contractor shall be responsible for activities related to the Internet that may include, but are not limited to: creative development of the Agency website(s) graphics and promotions; smart phone/tablet applications development; UI/UX services; interactive web-user retention and acquisition strategies; SEO, SEM, programming HTML, reviewing and evaluating all Internet-related media proposals; gaining knowledge of website users through research and web-based surveys; co-promotional opportunities and placing Internet advertising for Agency materials. The Contractor must collaborate with the Agency on all aspects of the development process. Contractor shall provide ongoing advice to the Agency regarding effective interactive marketing and promotions to include but not be limited to online, social media mobile and pay per click advertising.
 - 8.3.2. Contractor shall provide strategic advertising, interactive media and promotional planning.
 - 8.3.3. Contractor shall provide web-based interactive and promotional creative planning and execution.
 - 8.3.4. Contractor shall provide web-based interactive and promotional production.
 - 8.3.5. The Contractor shall negotiate added-value promotions and free bonus spots, using the Agency's strategies and direction with all on-line vendors included in all Agency media buys. Any added-value promotions or bonus spots provided by online vendors shall be identified in the summary of media buys, and the value of the bonus spots shall be calculated and provided to the Agency to demonstrate and quantify the savings.
9. **Public Relations.** The Contractor shall perform all functions normally required of a public relations firm within the State of Arizona as the Agency shall direct or deem necessary. Service requirements under this contract category may include, but are not limited to, the following:
- 9.1. Plan and Budget. The Agency will provide the Contractor with a target amount for services and will expect the Contractor to develop a cost-effective plan that is responsive to the Agency's needs. Subsequent plans shall be incorporated into the Agency's budget and are subject to approval by the Agency.
 - 9.1.1. The Contractor shall develop a budget for all public relations and related expenditures and modify this budget as required by the Agency.
 - 9.1.2. The Plan and Budget shall be submitted to the Agency for approval. The plan shall be reviewed at the time frame established by the Agency and revised as desired by the Agency.
 - 9.2. Staff/Consulting. The Contractor shall provide sufficient staff to meet the Scope of Work and respond to needs as required by the Agency. The account management staff shall conduct status meetings with the Agency and provide reports on projects in process at time frames determined in conjunction with the Agency. The consulting or account management staff shall advise on most effective placements and approaches to maximize desirable outcomes using limited funds.
 - 9.3. Public Relations. The Contractor shall provide comprehensive public relations/communications consultation and advice by the Agency. The services provided should include, at a minimum:
 - 9.3.1. Planning support such as developing product or initiative promotion plans, strategic communications plans, corporate and community-based communication programs, and crisis communication planning.



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- 9.3.2. Consultation Support such as providing public relations and media relations counsel, designing and supporting media relations proposals and designing and supporting corporate and community outreach.
- 9.3.3. Staffing and other support such as providing support for publicity, special events, and public relations, assisting with media, speechwriting, and assisting the agency in maximizing effective communications (e.g., drafting and distributing news releases, working with the Agency or other contractors in providing bilingual speakers for events).
- 9.4. **Public Service Announcements.** The Contractor may be asked to secure statewide public service announcements. The Contractor shall develop a plan to achieve media acceptance of these materials, propose low-cost production of these materials, and provide the Agency with a periodic report on the reported usage of such materials.
- 9.5. **Promotional or Outreach Events.**
 - 9.5.1. The Contractor shall provide through Contractor's staff, and/or in cooperation with the Agency or other contractors, the coordination, production, and bilingual staffing of promotional functions at community and special events. Written Agency approval of expenditures must be received prior to the event. The Contractor shall be reimbursed for actual expenses incurred as a result of the Contractor's performance of the services provided. Itemized invoices must be submitted according to Agency billing requirements.
 - 9.5.2. When the Agency is contacted by a company offering promotional or outreach opportunities for the Agency, the Agency will direct the inquiring party to provide the information to the Contractor. For each of these requests, the Contractor shall review the information and provide a written evaluation of the media or promotional opportunity in context with Agency objectives and strategies.
 - 9.5.3. If requested by the Agency, the Contractor shall also develop joint advertising and promotional opportunities with potential co-sponsors—particularly with other Arizona entities—and facilitate execution of any Agency-approved program.
- 10. **Multicultural Focus Marketing Partner.** The Contractor shall perform all functions normally required of a full-service advertising agency necessary for the development, preparation, and placement of advertising in various media as the Agency shall direct or deem necessary. The Agency is seeking a Contractor to work cooperatively with the Agency, the General Market Advertising Contractor, and other contractors in producing successful multicultural marketing, advertising, and promotional support for Agency products and initiatives. Service requirements under this contract category may include, but are not limited to, the following:
 - 10.1. **Plan and Budget.** The Agency will provide the Contractor with a target amount for advertising services and will expect the Contractor to develop a cost-effective plan that is responsive to the Agency's marketing needs. Subsequent plans shall be incorporated into the Agency's budget and are subject to approval by the Agency.
 - 10.1.1. The Contractor shall develop a campaign or annual Advertising Plan and Budget in a time frame set by the Agency.
 - 10.1.2. The Advertising Plan and Budget shall be submitted to the Agency for approval. The plan shall be reviewed at the time frame established by the Agency and revised as desired by the Agency.
 - 10.1.3. The Advertising Plan shall detail all campaigns planned during each fiscal year, including budget estimates for each.
 - 10.1.4. The Advertising Plan shall provide a breakdown of proposed spending by media type and proposed production costs.
 - 10.2. **Staff/Consulting.** The Contractor shall provide sufficient staff to meet the Scope of Work and respond to needs as required by the Agency. The account management staff shall conduct status meetings with the Agency and provide reports on projects in process at time frames determined in conjunction with the Agency. The consulting or account management staff shall advise on most effective placements and approaches to maximize desirable outcomes using limited funds.
 - 10.3. **Research.** The Contractor shall recommend, design, implement, and analyze market research opportunities and results—utilizing research to develop strategies for marketing Agency products as required by the Agency.
 - 10.3.1. The Contractor will manage research projects to determine campaign or program effectiveness and gauge changes in target audience attitudes and perceptions. Research services to be provided by the Contractor may include, but are not limited to, monthly tracking studies, focus group research, consumer segmentation studies, media research, psychographic behavior studies, brand identification analysis, and advertising concept testing.



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- 10.3.2. Contractor will work cooperatively with other state research contractors, or to apply results provided by those contractors, as required by the Agency. The Agency will take ownership of all research results, materials, and databases generated by the Contractor on behalf of the Agency.
- 10.3.3. Working with different State agencies as their needs require, the Contractor shall research and propose a marketing strategy pertinent to the specific outreach requirements of each requesting agency.
- 10.3.4. If identified in the plan, the Agency shall pay all telephone and facsimile charges necessary for the rendering of special or unusual services, such as special phone surveys.
- 10.4. Creative. Under the direction of the Agency, the Contractor shall be responsible for the creation of effective multicultural-focus advertising materials including, but not limited to, radio, television, print, digital, direct, internet, and outdoor.
 - 10.4.1. The Contractor shall develop multimedia campaigns in support of the objectives of the Agency.
 - 10.4.2. The Contractor shall offer alternative creative concepts to an Agency for a campaign. Unless otherwise directed by the Agency, at least three different creative concepts shall be offered when the Contractor is making any initial creative presentation to the Agency. Each shall reflect a distinctly different tone, approach, and style.
 - 10.4.3. The Contractor shall provide the Agency with a timely response to its advertising needs and schedules for all projects, allowing sufficient time for developing, presenting, and refining at least three creative concepts, editing and revising the selected option per the Agency request, obtaining final approval from the Agency staff and other Agency designees, producing the final product, and distributing the finished product according to the Agency specifications. In most cases, materials will be delivered to one central location—the Agency's central office.
- 10.5. Production. Under the direction of the Agency, the Contractor shall be responsible for the production of effective advertising materials for radio, television and digital (contractor will need to be able to program and design for online ads) as well as social media. Contractor may be required to work with a third party on certain State projects.
 - 10.5.1. The Contractor shall have the capability to produce, film and edit television, online and radio commercials as required by the Agency. The Contractor shall provide all necessary components which include, but are not limited to: directorial services, production management, audio recording, music, graphics, animation, film crew, talent, editing personnel, film transfer, and telecine.
 - 10.5.2. Contractor must have the capability to shoot in all digital formats.
 - 10.5.3. Contractor must have the capability to shoot in all modern digital formats.
 - 10.5.4. The Contractor shall provide all necessary duplication services for distribution of the produced commercials. For audio, the Contractor must be able to provide the following duplication formats: cassette, CD, DAT. In addition, the contractor must have an electronic delivery method such as DGS and other digital formats as needed.
 - 10.5.5. The Contractor must collaborate with the Agency on all aspects of the production process, including but not limited to, storyboard creation, scripting, translation, location scouting, casting, shooting, audio recording, editing, effects, duplication and trafficking. Commercials may be filmed on-site at State locations (e.g., State Fairgrounds during Arizona State Fair).
 - 10.5.6. The Contractor shall provide the Agency with a timely response to its production needs and schedules for all projects. In most cases, materials will be delivered to one central location—the Agency's central office.
 - 10.5.7. The Contractor shall obtain the most cost-effective talent and usage agreements involving Screen Actors Guild (SAG) or American Federation of Radio and Television Artists (AFTRA) talent as appropriate and recommend extended talent cycles and buyouts in cases when additional uses of advertisements and their components are anticipated and approved in advance by the Agency.
- 10.6. Public Relations. The Contractor shall provide comprehensive public relations/communications consultation and advice to the Agency. The services provided should include, at a minimum:
 - 10.6.1. Planning support such as developing product or initiative promotion plans, strategic communications plans, corporate and community-based communication programs, and crisis communication planning.
 - 10.6.2. Consultation support such as providing public relations and media relations counsel, designing and supporting media relations proposals and designing and supporting corporate and community outreach.



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- 10.6.3. Staffing and other support such as providing support for publicity, special events, and public relations, assisting with media, speechwriting, and assisting the agency in maximizing effective communications (e.g., drafting and distributing news releases, working with the Agency or other contractors in providing bilingual speakers for events).
- 10.7. Media Services. The Contractor shall be responsible for developing and updating an annual or campaign Media Plan, for negotiating and placing Agency materials effectively and efficiently, and for verifying actual placement as required by the Agency.
- 10.7.1. If requested by the Agency, the Contractor shall develop a plan that maximizes results, achieves specific objectives, and supports creative and other strategic direction to provide measurable results. The plan could include such elements as a schedule to meet with focus groups, procedures to implement awareness campaign, identification of when and what type of media should be written and placed, time schedules for identifying and analyzing demographic market and delivering media coverage, and a means to determine the effectiveness of the media campaign.
- 10.7.2. The Contractor shall be responsible for the negotiation, purchase, instruction, and delivery of materials for the placement of media time and space and shall explain the process of selecting media outlets to the Agency.
- 10.7.3. In negotiating media purchases, the Contractor shall make the Agency aware of any savings that might be achieved through long-term commitments or other special programs. Any such commitments shall be approved by the Agency and any savings shall be passed on to the Agency.
- 10.7.4. When the Agency is contacted by a company offering media or promotional opportunities for the Agency, the Agency will direct the inquiring party to provide the information to the Contractor. For each of these requests, the Contractor shall review the information and provide a written evaluation of the media or promotional opportunity in context with Agency objectives and strategies.
- 10.7.5. The Contractor shall implement a system to ensure that all media was run or published according to any contracts or placement instructions. Affidavits, tear sheets, or other documentation shall be provided.
- 10.7.6. The Contractor shall notify the Agency before approving any make goods for any ads that did not run as scheduled. All such materials shall be maintained by the Contractor and shall be available for inspection by the Agency or authorized by Agency representatives.
- 10.7.7. The Contractor shall submit to the Agency any invoices for paid media advertising or campaigns in a timely manner. Affidavits and tear sheets shall accompany any final billings.
- 10.7.8. The Agency may at any time cancel, at no cost, any space or time previously authorized for publication or broadcast provided the publisher or other owner of said space or time will accept such cancellation without financial penalty. The Agency may also cancel any space or other time previously authorized for which there is a cancellation penalty, but such penalty shall be paid by the Agency.
- 10.7.9. The Contractor shall present alternative outreach options to the Agency such as: bus posters, movie theaters, or outdoor placements.
- 10.8. Public Service Announcements. If requested by the Agency, the Contractor shall develop informational materials to be provided to media outlets as public service announcements to run at no charge to the Agency. The Contractor may be asked to secure statewide public service announcements. The Contractor shall develop a plan to achieve media acceptance of these materials, propose low-cost production of these materials, and provide the Agency with a periodic report on the reported usage of such materials. The Contractor shall be responsible for ensuring proper performance of all public service announcement media contracts or paid media contracts.
- 10.9. Added-Value/Bonus Commercials. The Contractor shall negotiate added-value promotions and free bonus spots, using the Agency's strategies and direction with all radio and television stations included in all Agency media buys. Any added-value promotions or bonus spots provided by participating stations shall be identified in the summary of media buys, and the value of the bonus spots shall be calculated and provided to the Agency to demonstrate and quantify the savings.
- 10.10. Promotional or Outreach Events.
- 10.10.1. The Contractor shall provide through Contractor's staff, and/or in cooperation with the Agency or other contractors, the coordination, production, and bilingual staffing of promotional functions at community and special events. Written Agency approval of expenditures must be received prior to the event. The Contractor shall be reimbursed for actual expenses incurred as a result of the



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Contractor's performance of the services provided. Itemized invoices must be submitted according to Agency billing requirements.

- 10.10.2. When the Agency is contacted by a company offering promotional or outreach opportunities for the Agency, the Agency will direct the inquiring party to provide the information to the Contractor. For each of these requests, the Contractor shall review the information and provide a written evaluation of the media or promotional opportunity in context with Agency objectives and strategies.
- 10.10.3. If requested by the Agency, the Contractor shall also develop joint advertising and promotional opportunities with potential co-sponsors—particularly with other Arizona entities—and facilitate execution of any Agency-approved program.



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1. Definitions

- 1.1. **ProcureAZ Terms.** ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.
- 1.1.1. "A.A.C." is the abbreviation for the Arizona Administrative Code.
 - 1.1.2. "Actual Cost" means the total value of all items and their extended quantities.
 - 1.1.3. "Advertising Services" for purposes of this Solicitation is the provision of budget management, strategic plan development, account management, multicultural, research, creative, public relations, media, digital, special events, retailer merchandising, and all other related Services detailed in the Scope of Work.
 - 1.1.4. "A.R.S." is the abbreviation for Arizona Revised Statutes.
 - 1.1.5. "Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.
 - 1.1.6. "Contact Instructions" means the contact information for the procurement officer.
 - 1.1.7. "Contract Officer Representative" is the using agency personnel designated by the State Procurement Office to handle daily Contract administration, after the award of the Contract.
 - 1.1.8. "Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.
 - 1.1.9. "Department" means the State.
 - 1.1.10. "Entered Date" means the date that the Contract was awarded, not necessarily the date the Contract starts, e.g., Master Blanket/Contract Begin Date.
 - 1.1.11. "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.
 - 1.1.12. "Header Information" means the section of the solicitation or Contract, as displayed in ProcureAZ, containing solicitation or Contract information other than the line items.
 - 1.1.13. "Item information" means the section of the solicitation or Contract, as displayed in ProcureAZ, containing the solicitation or Contract line items.
 - 1.1.14. "Master Blanket/Contract Begin Date" means the date that the Contract starts.
 - 1.1.15. "Master Blanket/Contract End Date" means the date that the Contract ends.
 - 1.1.16. "Master Blanket/Contract End Date (Maximum)" means the date that the Contract may be extended through if all allowable term extensions are exercised.
 - 1.1.17. "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.
 - 1.1.18. "Master Blanket Purchase Order" means the Contract, indicating that the Contract will be in effect over a stated period of time.
 - 1.1.19. "May" indicates something that is not mandatory but permissible.
 - 1.1.20. "Media" has multiple meanings depending upon the context in which it is used. In reference to data, media means the physical mechanism used for data storage or memory (e.g., tapes, CD, DVD, hard disk). In reference to advertising services, media may mean: (a) the materials used to create advertising or (b) a method of mass communication, such as television, telephone, radio, print, outdoor advertising, or the Internet.
 - 1.1.21. "Media Buy" means the purchase of mass communication media.
 - 1.1.22. "Minor Status" is an optional data field and means a type of status indicator of the Contract in ProcureAZ.
 - 1.1.23. "Offer" is a bid, proposal, or quotation provided in response to the Solicitation.
 - 1.1.24. "Offeror" is a vendor who responds to the Solicitation.
 - 1.1.25. "Pass-Through Costs" is defined as non-"Media" goods or services.
 - 1.1.26. "Payment Terms" means the period of time that payment is due after receipt of an accurate invoice.
 - 1.1.27. "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.
 - 1.1.28. "PO Acknowledgement" means the list the notifications to the Contractor and their acknowledgements of these notices.



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- 1.1.29. "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.
- 1.1.30. "Purchase Order" means Contract.
- 1.1.31. "Purchase Order Number" means the Contract's identification number.
- 1.1.32. "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.
- 1.1.33. "Release Number" means the order number of each order under the Contract. The Master Blanket/Contract will always reflect a zero "0" release number.
- 1.1.34. "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.
- 1.1.35. "Request for Proposal or RFP" is synonymous with "Solicitation."
- 1.1.36. "Shall / must" indicates a mandatory requirement. Failure to meet mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.1.37. "Shipping Method" means the method of shipping to be used under the Contract.
- 1.1.38. "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.
- 1.1.39. "Short Description" means the Contract title.
- 1.1.40. "Should" indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the State may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.
- 1.1.41. "Software" is the compilation of electronic programs and other operating information used by a computer.
- 1.1.42. "Solicitation" is the State's invitation to Offerors to bid on the Contract, and is synonymous with "Request for Proposal or RFP."
- 1.1.43. "Solicitation Amendment" is a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- 1.1.44. "Status" means the availability of the Contract within ProcureAZ for ordering, e.g., Sent status.
- 1.1.45. "Subcontractor" is any person who, or entity that, has a Subcontract with the State under this Solicitation.
- 1.1.46. "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.
- 1.1.47. "Vendor" means Contractor.

2. Contract Administration and Operation

- 2.1. The Contract between the State of Arizona and the Contractor shall consist of the Solicitation as amended, any requests for clarifications and/or Best and Final Offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their Best and Final Offer. In the event of a conflict in language between the documents referenced above, the provision and requirements set forth and/or referenced in the Solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirements in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Solicitation as amended or the Contractor's Proposal. In all other matters not affected by the written clarification, if any, the Solicitation shall govern.
- 2.2. Following award, the Contractor shall contact the Contractor Officer Representative for guidance or direction in matters of Contract interpretation or problems regarding the performance, terms, conditions, or scope of the Contract.

3. Term of Contract

- 3.1. The term of any resultant Contract shall commence on the date of award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein. The Contract shall not bind nor purport to bind the State for any contractual commitment in excess of the original Contract term. By mutual written Contract amendment, any resultant Contract may be extended for supplemental periods with a maximum aggregate including all extensions not to exceed five (5) years.

4. Contract Extensions

- 4.1. By mutual written Contract amendment, any resultant Contract may be extended for four additional 12 month period or any portion thereof, such that the supplemental periods with a maximum aggregate including all extensions not to exceed five (5) years.



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5. Eligible Agencies(Statewide)

- 5.1. This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this Contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statute § 41-2632.
- 5.2. Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US corporation as designated by the internal revenue service under section 501 (c)(3) through 501 (c)(6).

6. Non-Exclusive Contract

- 6.1. This Contract has been awarded with the understanding and agreement that it is for the sole convenience of the State. The State reserves the right to obtain like goods or services from another source when necessary. Off-Contract purchase authorization(s) may only be approved 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.
- 6.2. Contractor shall fully cooperate and carefully coordinate its work with the work of other Contractors. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.

7. Contract Type

- 7.1. This shall be a Firm Fixed-Price Contract

8. Multiple Awards

- 8.1. The State has a large number and variety of potential using agencies at locations throughout Arizona. In order to assure that any ensuing contracts will allow the State to fulfill current and further requirements, the State reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the State. The fact that the State may make multiple awards should be taken into consideration by each potential Contractor.

9. Good Faith Cooperation with the State

- 9.1. The Contractor shall cooperate fully, in good faith, with the State as may be required in the performance of this Contract. This shall include attendance at meetings, discussion, and hearings, as may be required; presentation of data, as may be requested from time to time by the State to effect such cooperation; and compliance with all directives issued by the State. The Contractor shall not commit or permit any act which will interfere with the performance of work by State employees.

10. Task Assignment.

- 10.1. All services to be performed as described in this contract, shall be dictated by Task Assignment by the Eligible Agency. The Contractor shall not begin performance of any work under this Contract without first receiving a Task Assignment and Purchase Order issued by the Eligible Agency. In addition, the Contractor understands and agrees that the Task Assignment shall be performed on behalf of the Eligible Agency, which shall be responsible for the oversight and approval of the completed Task Assignment. All work performed under a Task Assignment shall be performed in accordance with the Contract. The Eligible Agency will communicate the Task Assignment to the Contractor describing the requested requirements.
- 10.2. Pricing may be negotiated on a Task Assignment Basis and shall not exceed Contract pricing.

11. Billing and Compensation

- 11.1. Contractor shall include the applicable prices for all services provided under the Contract, within the invoices submitted to the Eligible Agency and upon receipt of an undisputed payment by the Eligible Agency, wherein the amount of the Contractor's fees are not the subject of the dispute, Contractor shall deduct the amount of their fees from the Eligible Agencies payment.
- 11.2. Invoices shall itemize all costs and fees for Advertising Services, including all expenses required to be prepaid by the Contractor and pass-through costs. In the case of pass-through costs, the Contractor shall pay for all such goods and services purchased for the Eligible Agency and shall submit invoices to the Eligible Agency for reimbursement, itemizing such expenditures without mark-up of any kind.
- 11.3. The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.



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- 11.4. Contractor shall review and ensure that the invoices for services provided show the correct Contractor name prior to sending the payment.
- 11.5. If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.
- 11.6. REMOVED (Reference Solicitation Amendment 1)
- 11.7. Media Mark-Up shall be based off the Net Media Cost.
12. **Price Adjustments**
 - 12.1. Throughout the life of the Contract, the State reserves the right to pursue negotiations with the Contractor to secure price reductions. Any negotiated price changes shall be documented via a bilateral Contract Amendment.
13. **Subcontractors**
 - 13.1. 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 Contract, without the advance written approval, by way of bilateral Contract Amendment, of the State Procurement Office. 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. The Subcontractor's most current certificate of insurance shall be provided at this time as well. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of the Contract.
14. **Accuracy of Work**
 - 14.1. The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.
15. **New Equipment**
 - 15.1. All equipment, materials, parts and other components incorporated in the work or an item covered by this Contract shall be new, of the latest model and of the most suitable grade for the purpose intended.
16. **Electronic or Information Technology Products/Services**
 - 16.1. Unless specifically authorized in the Contract, any electronic or information technology offered to the State under this Solicitation shall comply with A.R.S. § 41-3531 and § 41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
 - 16.2. Copies of all source code files produced under the Contract, required to develop the system object code and firmware, with any compilers, utilities, hardware, and required instructions, must be held in escrow for the duration of the Contract. Versions of the executables shall also be placed in escrow.
 - 16.3. Current Product (Software). All products or software offered in this Contract shall be in current and ongoing production, shall have been formally announced for general marketing purposes; shall be a version currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth.
17. **Protection of Facilities and Grounds**
 - 17.1. The Contractor shall provide the services contained herein in such a manner that does not result in damage to State facilities, grounds, landscaping, equipment, utilities, or structures. In the event that damage does occur during the performance of this Contract, the Contractor shall repair or replace the damage at no cost to the State as specified by the Contract Officer Representative.
 - 17.2. Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment supplied by the Contractor(s) for use by the Eligible Agency shall remain the property of the Contractor.
 - 17.3. The State shall be under no obligation to the Contractor in regards to any restoration or rehabilitation of the Contractor's premises or property during the Contract term or after the final Contract expiration date.
18. **Safety Standards**



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- 18.1. All items supplied under this Contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, applicable building and electrical codes, and The National Fire Protection Association Standards.
- 19. Confidentiality of Records**
- 19.1. 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.
- 20. Ownership of Intellectual Property**
- 20.1. To the extent any work created by Contractor does not qualify as a "work for hire," under the Ownership of Intellectual Property section of the Uniform Terms and Conditions, Contractor hereby assigns, transfers, releases, and conveys to the State all rights, title, and interest to such Intellectual Property, including but not limited to all copyright, invention, trademark, trade name and trade secret rights, and United States patent rights or other patent rights recognized by a treaty to which the United States is a signatory.
- 20.2. Notwithstanding anything to the contrary in this Contract, if the State elects, in its sole and absolute discretion, to relinquish its ownership interest in any or all of the Intellectual Property, the State shall have the rights to use, modify, reproduce, release, perform, display, sublicense or disclose such Intellectual Property within State government and operations without restriction for any activity in which the State is a party (collectively, "Government Purpose Rights").
- 21. Vendor Performance Reports**
- 21.1. Program management shall document Contractor performance, whether exemplary or needing improvement where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the State Procurement Office for review and any necessary follow-up. The State Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The State Procurement Office shall discuss the Contractor's suggested corrective action plan with the Contract Officer Representative for approval of the plan.
- 22. Licenses**
- 22.1. The 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.
- 23. Key Personnel**
- 23.1. Contractor shall provide an adequate number of appropriately qualified and authorized individuals dedicated to the successful performance of the Contract. Contractor shall at a minimum, designate those specific Key Personnel required by the State along with all other Key Personnel who will support Contractor's performance of the services described herein. Contractor shall maintain a list of all such Key Personnel and their respective information and keep this list and the State updated in this regard throughout the Term of the Contract. Should the actions or inactions of Contractor's Key Personnel delay, compromise, aggravate or otherwise prove to be disharmonious to the Contractor's successful performance of the required Services, at the State's reasonable request Contractor shall replace or reassign such Key Personnel. Any replacement Key Personnel shall be of comparable knowledge, skills and abilities as the previous Key Personnel. All replacement Key Personnel shall be presented to the State for review and approval.
- 24. Travel**
- 24.1. In- State travel or per diem by the Contractor to carry out its obligations under the Contract shall be at the Contractor's expense.
- 24.2. Out of State travel costs shall be reimbursed in accordance with the Travel Policies and Procedures set forth by the State of Arizona's General Accounting Office. Current Policies and Procedures can be found at <http://www.gao.az.gov/travel/>. If the Contractor anticipates travel for the project, the Contractor shall add a line to the quote identifying travel reimbursement compliant with the contract.
- 25. Appropriation of Funds**
- 25.1. Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.



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26. Suspension or Debarment Certification

- 26.1. By signing the offer section of the Offer and Acceptance page, the bidder or Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

27. IT 508 Compliance

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

28. Financial Soundness

- 28.1. The Contractor must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting financial soundness must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Contractor, regarding financial stability or reports on financial stability from independent financial rating services. The State reserves the right to reject Contractor if it does not demonstrate financial stability sufficient for the scope of this Contract. The State must be notified in writing of any substantial change in the Contractor's financial condition during the term of the Contract. Failure to notify the Eligible Agency of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.

29. Americans with Disabilities Act of 1990

- 29.1. The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.
- 29.2. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Contractor. Request should be made as early as possible to allow time to arrange the accommodation.

30. Administrative Fee/Usage

- 30.1. Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.
- 30.2. The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at <https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee>.
- 30.3. At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) form more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.
- 30.4. The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter.

Administrative Fees shall be submitted to the following address:

Department of Administration
Controller's Office
Attn: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
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The submission schedule for Administrative Fees and Usage Reports shall be as follows:

FY Q1 (July-September)	Due October 31
FY Q2 (October-December)	Due January 31



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FY Q3 (January-March)

Due April 30

FY Q4 (April-June)

Due July 31

- 30.5. Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

31. Indemnification

- 31.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.
- 31.2. 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.

32. Insurance Requirements

- 32.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 32.2. 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 arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.
- 32.3. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.
- 32.3.1. **Commercial General Liability – Occurrence Form.** Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
- | | | |
|-----------|---|-------------|
| 32.3.1.1. | General Aggregate | \$2,000,000 |
| 32.3.1.2. | Products – Completed Operations Aggregate | \$1,000,000 |
| 32.3.1.3. | Personal and Advertising Injury | \$1,000,000 |
| 32.3.1.4. | Damage to Rented Premises | \$ 50,000 |
| 32.3.1.5. | Each Occurrence | \$1,000,000 |
- 32.3.1.5.1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 32.3.1.5.2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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- 32.3.2. **Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
- 32.3.2.1. Combined Single Limit (CSL) \$1,000,000
- 32.3.2.1.1. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- 32.3.2.1.2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 32.3.3. **Workers' Compensation and Employers' Liability**
- 32.3.3.1. Workers' Compensation Statutory
- 32.3.3.2. Employers' Liability
- 32.3.3.2.1. Each Accident \$1,000,000
- 32.3.3.2.2. Disease – Each Employee \$1,000,000
- 32.3.3.2.3. Disease – Policy Limit \$1,000,000
- 32.3.3.3. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 32.3.3.4. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).
- 32.3.4. **Professional Liability (Errors and Omissions Liability)**
- 32.3.4.1. Each Claim \$2,000,000
- 32.3.4.2. Annual Aggregate \$2,000,000
- 32.3.4.3. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- 32.3.4.4. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.
- 32.3.5. **Network Security (Cyber) and Privacy Liability**
- 32.3.5.1. Each Claim \$2,000,000
- 32.3.5.2. Annual Aggregate \$2,000,000
- 32.3.5.3. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- 32.3.5.4. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 32.3.5.5. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers,



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- officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- 32.3.5.6. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 32.4. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
- 32.4.1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 32.4.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 32.5. Notice of Cancellation. Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).
- 32.6. Acceptability of Insurers. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 32.7. Verification of Coverage
- 32.7.1. Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 32.7.1.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 32.7.1.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 32.7.1.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 32.8. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.
- 32.9. Approval and Modifications. The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.
- 32.10. Exceptions. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.



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1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - 1.4. "Contractor" means any person who has a Contract with the State.
 - 1.5. "Days" means calendar days unless otherwise specified.
 - 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
 - 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.
2. **Contract Interpretation**
 - 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
 - 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
 - 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



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audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

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



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stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the Contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

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



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harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

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

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

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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

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

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

7. Warranties

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

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

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;



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- 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 licenses 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.
 - 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



Uniform Terms and Conditions

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

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Description: Marketing - Statewide

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 termination notice.
10. **Contract Claims**
 - 10.1. 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**
 - 11.1. 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**
 - 12.1. The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Exhibit A

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

Contract No.: ADSP017-145336
Description: Marketing - Statewide

Profiles of Potential Contract Users

Disclaimer: The following should be considered examples of potential State Agencies' use of this Contract. The profiles indicate a possible or a historical service need for this Agency. This information should be used for illustrative purposes only.

Arizona Commission for the Deaf and the Hard of Hearing

Mission:

The mission of the Arizona Commission for the Deaf and the Hard of Hearing (ACDHH) is to empower 1.2 million citizens of Arizona who are Deaf, Deaf-Blind and Hand Hard of Hearing by providing general information, services, and educating the community, about their rights to effective communication and equal access to public programs and services.

Background:

The primary outreach, information & referral goals of ACDHH is to ensure, in partnership with the public and private sector, accessibility for the Deaf and Hard of Hearing. Additionally, to increase awareness of ACDHH services provided to the citizens of Arizona.

Service Need:

ACDHH needs on-going comprehensive outreach and educational campaigns to reach targeted audience about the following services it provides to the citizens of Arizona:

1. Telecommunications Relay Services
 - a. ACDHH administers a statewide 24-hour telephone relay services.
2. Telecommunications Equipment Distribution Program
 - a. ACDHH provides telephone equipment for qualified AZ residents who are Deaf, Hard of Hearing, Speech Impaired, or Deaf-blind.
3. American Sign Language Interpreter Licensure
 - a. Law establishing Licensure; A.R.S. 36-1946, passed by Arizona State Legislature in 2000. It was designed to create a statewide standard for sign language interpreters.
4. Empowerment
 - a. ACDHH inform and educate Deaf and Hard of Hearing individuals about their rights and the laws and programs available to support those rights, the can become empowered as self-advocates.
5. Community Development
 - a. ACDHH works closely with community leaders to determine the resources available, and those that need to be expanded or created to better serve Deaf and Hard of Hearing citizens in each region.

Marketing Services or Outlets:

1. Television
2. Radio
3. Newspapers
4. Magazines
5. Internet (Website, Social Media; Facebook, Twitters, YouTube etc.).
6. Alternative Media (Media buys, local and national conferences exhibit booths, Special interest media and Digital media).

Arizona Exposition and State Fair

Mission:

The Mission of the Arizona Exposition and State Fair is to provide unlimited opportunity to celebrate Arizona's heritage, youth, industry, traditions, and future by bringing the entire community together.

Background:

The Arizona Exposition and State Fair (ASF) produces an annual Arizona State Fair. The Fair provides family-friendly entertainment at an economical cost. Highlights of the Fair experience include unique foods; thrill rides, and various amusement activities. In addition, what makes a fair a "Fair" are the agricultural, arts & crafts, photography, fine arts, 4-H and FFA animal or livestock exhibits and competitions. The Fair also hosts a variety of attractions, commercial sales exhibits, grandstand events, concerts and other forms of entertainment.

Service Need:



Exhibit A

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ASF needs high quality captivating commercials that inform potential patrons of the coming year's Fair dates. The primary objective is to attract more people to the Fair each year. The challenge is to produce an advertisement that will be noticed amid the thousands of advertising messages seen or heard each day. Also, the commercials should directly or indirectly convey the fact that there is something for everyone at the Arizona State Fair. Since the month of October is traditionally busy with competing events, it is especially important to catch people's attention in a unique and creative way. These commercials should be consistent with ASF's image and also be appropriate for the advertising market and target audiences.

Marketing Services or Outlets:

1. Television
2. Radio
3. Alternative Media

Arizona Department of Revenue

Mission:

The mission of the Arizona Department of Revenue is to administer tax laws fairly and efficiently for the people of Arizona. It is our vision that we set the standard for tax services.

Background:

The primary marketing need of ADOR is designed to increase the number of Arizona taxpayers filing electronically. The demographic is adults (18 or older) throughout the state who would file a tax return.

Service Need:

Outreach and education programs to Arizona taxpayers designed to promote electronic filing/payment of taxes.

Marketing Services or Outlets:

1. Television
2. Radio
3. Newspapers
4. Magazines
5. Internet
6. Alternative Media

Arizona Department of Gaming

Mission:

The Mission of the Department of Gaming's Office of Problem Gambling is to provide and support effective problem gambling prevention, treatment, and education programs throughout Arizona.

Background:

The Arizona Department of Gaming, Office of Problem Gambling, has received marketing assistance in branding their services which include treatment, education, and prevention of problem gambling. Their toll free help line, 1-800-NEXT STEP, has been advertised on billboards, theater screens, print media, state employee paycheck stuffers, commercials, online and social media, and radio. They wish to continue to work with these and other media, to continue outreach of their awareness and assistance messages.

Service Need:

1. Media Buys
2. Outreach to general, multicultural, and niche audiences
3. Press releases and press conferences
4. Event sponsorship

Marketing Services or Outlets:

1. Television
2. Radio
3. Billboards
4. Newspapers



Exhibit A

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5. Magazines
6. Internet
7. Alternative Media

Arizona Department of Economic Security

Mission:

The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

Background:

The programs within DES place advertisements in order to reach the target group/particular area intended. The following is an illustrative list of vendors that DES has utilized in the past. New vendors may be required at any time depending on need.

Service Need:

1. Advertisements as indicated utilizing the following outlets:
 - a. AZ Daily Star, AZ Daily Sun, Arizona Informant, AZ Republic, CBS Outdoor, Copper Area News, Jobing.com, Job Examiner, Payson Roundup, Qwest Dex, Saguaro Gold, The Employment Network, Thompson Publishing, Tucson Newspaper

Marketing Services or Outlets:

1. Television
2. Radio
3. Newspapers
4. Magazines
5. Internet
6. Alternative Media

Arizona Department of Juvenile Corrections

Mission:

The Arizona Department of Juvenile Corrections (ADJC) enhances public protection by changing the delinquent thinking and behaviors of juvenile offenders committed to the Department.

Background:

ADJC is responsible for all juveniles adjudicated as delinquent and committed to its jurisdiction by county juvenile courts. It is accountable to the citizens of Arizona for the promotion of public safety through the management of the States secure juvenile facilities and the development and provision of a continuum of service to juvenile offenders; including education, rehabilitation and treatment.

Marketing Services or Outlets:

1. Production
2. Media Services
3. Public Relations
4. Multicultural Focus Marketing

Arizona Clean Elections Commission

Mission:

The mission of the Arizona Citizens Clean Elections Commission is to fairly, faithfully and fully implement and administer the Arizona Citizens Clean Elections Act.

Background:

The Citizens Clean Elections Act is a campaign finance reform measure that was initiated by Arizona citizens and passed by voters in 1998. The Act creates a campaign finance system that provides full public funding to qualified candidates who voluntarily agree to abide by contribution and spending limits. Additionally, the Act requires the Clean Elections Commission to provide public and voter education to the citizens of Arizona. The intent is to improve the integrity of Arizona state government and encourage citizen participation in the political process.



Exhibit A

State of Arizona
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Service Need:

Comprehensive, non-partisan, outreach and education program targeted to Arizona voters and prospective candidates. When necessary, in addition to general market, messaging should be tailored/appropriate for Hispanic and Native American populations.

Vendor should develop an in-depth knowledge of the Act and Commission's activities to actively participate in communication with public and media.

Marketing Services or Outlets:

1. Television
2. Radio
3. Print
4. Social
5. Digital (pre-roll, online ads, SEM, etc.)
6. Out of Home (billboards, theaters, etc.)
7. Non-traditional

Arizona Department of Health Services

Mission:

The Mission of the Arizona Department of Health Services is to promote, protect and improve the health and wellness of communities and individuals in Arizona. Through our marketing and public education efforts, ADHS promotes tobacco prevention services through the ASHLine, nutrition and physical activities through the Arizona Nutrition Network, access to healthy foods for pregnant women and children through the WIC program, and promotion of healthy lifestyles through a variety of public health promotions services.

Background:

The Arizona Department of Health has several federally funded public education campaigns that include funding from the United States Department of Agriculture, which funds nutrition education programs, and the Centers for Disease Control and Prevention, which funds programs that promote diabetes and HIV prevention and prevention for chronic disease and cancer. Other federal funding includes the Title V Block Grant that funds the Strong Families Arizona program, which is a statewide home visiting program that helps Arizona families be healthier. A public education program that promotes the Arizona Smokers Helpline, commonly called the ASHLine, is funded by the state tobacco tax. The ASHLine is a hotline that provides coaching and nicotine replacement therapy to people interested in quitting tobacco.

Service Need:

1. Formative research to develop targeted campaigns that reach specific audiences, such as lower income families and people interested in quitting smoking. (Arizona Nutrition Network, WIC Program, Tobacco Prevention Program including the ASHLine). The formative research is critical in developing evidence-based public education campaigns.
2. Development of creative concepts and assets that are specific to target audiences and reach the Arizona specific demographics.
3. Media buys and placement that help ADHS maximize budgets by reaching target audiences. For example, the pre diabetes education program targets healthcare providers to screen people at risk for developing diabetes and provides resources to help patients from developing the disease.
4. Analytics of marketing campaign performance that helps ADHS assess the effectiveness of messages. The analytics are critical in helping ADHS determine if the messages are resonating with the target audiences, and in making decisions on how to best allocate resources to maximize the effectiveness of the budgets.

Marketing Services or Outlets:

1. Television in all three broadcast markets in Arizona, and cable outlets to reach rural markets and target audiences
2. Statewide broadcast radio
3. Online radio such as Pandora and Spotify that use demographic information and geo targeting to reach target audiences.
4. Out of home including billboards and specialty locations such as physician's offices, grocery stores, and mall kiosks.
5. Online digital advertisements that use demographic information and geo targeting to reach target audiences, such as the Google ad network.



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6. Print advertising that reaches target audiences.

Arizona Office of Tourism

Mission:

To strengthen and expand Arizona's economy through travel and tourism promotion.

Background:

The Arizona Office of Tourism has a robust program of work which includes global marketing efforts to encourage domestic and international visitation to our state. These destination marketing efforts inspire millions of people to visit Arizona, which kicks off a positive economic cycle of statewide visitor spending, job creation and tax revenue. The agency's goal is to positively promote Arizona's travel offerings on a global scale so all Arizonans can benefit from that valuable visitor dollar.

Service Need:

1. Digital – display, search, sponsored custom content, retargeting, pre-roll video/rich media, SoMe ads, PPC, mobile, SEO and analytics as part of our advertising campaigns. Monthly eNewsletters as part of our editorial calendars.
2. Print/Advertorial – national and regional publication media placements as part of our advertising campaigns
3. Social Media – Facebook, Twitter, Instagram and Pinterest posting and monitoring and sweepstakes as part of advertising campaigns
4. Television – Cable and programmatic as part of our advertising campaigns
5. Events – Agency-wide marketing partnerships, promotional items, random acts of sunshine giveaways, sweepstakes
6. Activations – Out-of-Home - digital/static boards, train station/ferry boat takeovers with brand ambassadors, consumer trade shows, on-building video projections, movie theater and building elevator videos
7. Public Relations – media in support of advertising campaigns and activations.
8. Creative – Design of creative/copy for all campaigns and activations
9. Production – Production of all elements and deliverable as part of our advertising campaigns. Print, digital, video, copy, etc.
10. Website/campaign landing pages – maintenance and creation of new pages and content within the new site. Trouble-shooting site and CMS issues. SEO and SEM optimization, tracking and analytics.
11. Multicultural and/or International marketing activities

Marketing Services or Outlets:

1. General Marketing partner
2. Internet
3. Television
4. Radio
5. Publications

Arizona Governor's Office of Highway Safety

Mission:

The Arizona Governor's Office of Highway Safety (GOHS), as the focal point for highway safety issues in Arizona, provides leadership by developing, promoting, and coordinating programs influencing public and private policy, and increasing public awareness of highway safety issues that include speeding, impaired driving, seat belt and child safety seats including motorcycle safety and distractions by drivers that cause traffic fatalities and injuries on our streets and highways. GOHS provides grant funding to law enforcement agencies, fire departments and non-profits around Arizona.

Background:

GOHS believes educational campaigns are an invaluable tool in reducing traffic fatalities, crashes, injuries and the number of impaired drivers and unbuckled motorists, etc., on Arizona's roadways.

Service Need:

GOHS has created several multi-media campaigns—as well as participates in national federal media campaigns—to educate the public about safer driving habits through the use of TV and radio, billboards, posters, and others promotional



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materials, in both English and Spanish. Impaired driving, and seat belt (safe driving) campaigns have been the primary focus, but speeding, aggressive driving, and distracted drivers are also of concern to GOHS.

Marketing Services or Outlets:

1. Television
2. Radio
3. Newspapers
4. Magazines
5. Internet
6. Alternative Media

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ON ADVERTISING, INC.**

EXHIBIT B
Scope of Work

PROJECT

Contractor to provide services and materials on an as-needed basis for Marketing Services in the following categories:

General Marketing Partner
Design Firm Services (Creative)
Production Services
Media Services
Interactive Marketing Services
Public Relations
Multicultural Focus Marketing Partner

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ON ADVERTISING, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

1,200,000 for the entire term of the Agreement

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,200,000 (one million two-hundred thousand) for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Per Section 4 of the City of Glendale Exhibit A and Services provided.

PFRSE Marketing Contract
Council Communication Background Items
March 2017



Advertising Services Agreement

March 1, 2017

Lorraine Zomok
Director
Glendale CVB
5800 W. Glenn Drive, #140
Glendale, AZ 85301

This letter is to summarize the arrangement, under which **ON Advertising** will serve as Advertising Agency of Record for **Glendale CVB**. **Glendale CVB** understands fees and commissions are included in the gross advertising budget and are paid by the participating media advertising outlets.

SCOPE OF SERVICE

Advertising and Production Services to be provided under terms of this agreement include: execution of an advertising campaign designed to achieve agreed-upon objectives. **ON Advertising** agrees to act as **Glendale CVB's** Advertising Agency of Record and under the scope of service agrees to provide to **Glendale CVB** all market research, analysis and recommendation for commercial media purchasing, as well as execution of all advertising purchases, follow up communication with media partners, and market analysis to ensure full impact of the campaign is met. Production Services may include, but not be limited to production of all creative included but not limited to television, radio, print, internet, billboard and OOH. Services include script writing, voice-overs, talent (if required) post-production, etc. Our time covers the counseling, supervisory and promotional service of the firm's principal, account management team and additional staff it might assign in the fulfillment of this agreement.

ON Advertising will offer recommendations among the media advertising outlets offered within the proposal, however **Glendale CVB** will be at full liberty to choose among the advertising entities proposed, whether **ON Advertising** recommends them, or not.

COMPENSATION

ON Advertising will apply a standard agency service charge of fifteen percent (15%) to all media advertising buys. This fee is paid to **ON Advertising** thru the agency discount applied at the time of the media buy and is not in addition to the media buy. **Glendale CVB** will not incur any additional expenses by **ON Advertising** or any subcontractors employed by us beyond the original amount budgeted for advertising.

All advertising expenses and disbursements must be approved by **Glendale CVB** in advance. All advertising will be billed to **Glendale CVB** on detailed invoices and will be payable 30 days from billing date. **ON Advertising** will maintain accurate records of all expenditures on behalf of **Glendale CVB**. **ON Advertising** will be prepared to supply any supporting detail you may require.

PROPRIETARY INFORMATION

As part of the execution of this agreement, all media research performed under the "Scope of Service" outlined in this agreement, is proprietary information owned by **Glendale CVB**. **ON Advertising** will maintain all proprietary information until the full execution of this agreement. If this agreement is not executed in full for any reason, proprietary information remains the property of **ON Advertising** and may not be used, accessed or otherwise maintained by **Glendale CVB** without the expressed, written consent of **ON Advertising**. After complete execution of the agreement, proprietary information related exclusively to the execution of this agreement will be turned over to **Glendale CVB**. **Glendale CVB owns all rights to the completed creative.**

Any attempt by **Glendale CVB**, its employees, partners, subsidiaries or others working in relation to execution of any advertising strategies as part or not part of this agreement, to obtain or conduct research with any media advertising entity participating, negotiating, or intending to participate or negotiate with **ON Advertising**, is cause for immediate termination of this agreement, and **ON Advertising** may request immediate payment of fees and/or commissions due in relation to the full execution of this agreement.

CONFIDENTIALITY CLAUSE

ON Advertising agrees to hold in confidence any sensitive information it may obtain from **Glendale CVB** in the performance of this agreement.

EQUAL OPPORTUNITY

ON Advertising shall ensure that any subcontractors and supplies it may employ do not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, sex, or national origin, nor otherwise commit an unfair employment practice.

Sincerely,

Accepted:



3/1/2017

By: _____
Ron Meritt **Date**
President
ON Advertising

Lorraine Zomok **Date**
Director
Glendale CVB

Advertising & Tourism
Capabilities Overview
to

Glendale CVB

March 2017





Introduction

Lorraine Zomok
Manager
Glendale CVB
5800 W. Glenn Drive, Suite 140
Glendale, AZ 85301

Dear Lorraine,

Founded in 1994, On Advertising is an award-winning, full-service advertising, marketing, public relations, graphic design and video services agency. We handle accounts of all sizes, from local and national, driving consumer response across all communications channels. We have significant experience in B2C public relations, advertising and tourism experience. We appreciate the opportunity to work with **Glendale CVB**.

Thank you for your time. If you have any questions, please call us anytime at (480) 705-6623 x 1002.

Cordially,

A handwritten signature in black ink, reading 'John Hernandez'.

John Hernandez
Chief Executive Officer
jhernandez@on-advertising.com

A handwritten signature in black ink, reading 'Ron Meritt'.

Ron Meritt
President
rmeritt@on-advertising.com

We're On



Founded in 1994, On Advertising is an integrated marketing and advertising agency with innovation and big creative ideas at its core. For all of our clients, we take a business-based approach to marketing communications. We start and execute every assignment with the understanding that there is a tangible business goal to achieve and that our communications strategies must align with the business objectives of our clients.

Our analytical approach combined with our outstanding creative team guarantees our clients receive a focused, well-conceived plan to meet their marketing needs. We provide all of these services with your budget in mind, On Advertising always engages the most creative and effective use of available resources. Our talented, enthusiastic team brings a diverse set of skills, insight and creativity. We cultivate long-term client relationships while executing projects with integrity and a commitment to excellence and bottom-line results! We do this by building committed relationships between brands and consumers and our clients and ourselves.



On Advertising **Services**

On Advertising provides a number of different services designed to increase branding for any industry.

Our services include:

- Brand Identity
- Strategic Planning
- Digital Marketing
- Public Relations
- Mobile Marketing
- Content Marketing
- Website Design
- Social Media Marketing
- Hispanic Marketing
- Advertising
- Media Buying
- Email Marketing
- Media Relations
- Direct Marketing
- Marketing Collateral
- Search Engine Optimization
- Video Production



Company Approach

Over the past 22 years, we have gained an understanding and capability to manage accounts with multiple stakeholders, smaller budgets and tight turnaround times. Initially, our focus will be research and planning.

On Advertising's full-time staff is assigned to each account. Multiple people will be assigned to Glendale CVB during the research and planning stage. During the phases where the focus is on creative (if we participate in this phase), our Creative Director, Scott Kasallis, becomes more involved in tandem with the creative team and will be included in future presentation meetings. Based on your feedback, options are narrowed down until a consensus is reached and all parties are satisfied with the final product.

Our due diligence process requires every project milestone to receive approval from you in order to move to the next phase. One of our strengths is our organizational structure. The owners of On Advertising are hands-on with all projects that keeps projects moving forward, on time and on budget. We have internal management software that tracks project tasks, jobs, goals and timelines.



Project Management

All of On Advertising's staff is in-house. We do not use contractors to deliver any of our services. All of our services are done by experienced, qualified professionals who specialize in their field. When a new customer comes to On Advertising, we devote the necessary resources from our staff to provide the highest quality work to you.

Although several people will be working on your projects, as a customer of On Advertising, you will have one point of contact with our agency. We assign one individual to communicate with you and be responsible for all work being provided to you. This single point of contact allows both you and us to communicate all projects, deadlines and expectations in a clear and concise manner.



Phase 1 - Planning

Effective advertising is directly linked to an effective strategic planning. Therefore, before starting any project, we start with a planning phase.

Advertising Plan – We will create a master document which will outline research, data, media purchase recommendations and more. The Research Plan will be comprehensive and will include:

- AD Research (demographics, media costs, CPM, impressions, ad recommendations, etc.)
- Goals and Objectives of the Campaign
- Lead Generation Opportunities
- Measurement and Analysis

Competitive Analysis – Our next step is to create a competitive analysis to determine the differences and similarities between Glendale CVB and other Arizona cities, towns and regional destinations. The key to a success campaign is to demonstrate our points of differentiation. An emphasis will be placed

on Glendale CVB's tourism opportunities and success. We will also identify and assess the best possible cross-marketing opportunities we can exploit by collaborating and connecting with Glendale CVB's tourism spots.

Demographic Research – We would like to review all demographic research you currently have on tourist information. We would like to review and/or research a demographic/psychographic analysis of our target audiences including visitors and meeting planners. Our advertising campaign will include cultural and social motivators for choosing a tourism destination.

Media Research Analysis – The next step will be to provide Glendale CVB a Media Analysis which will include the current media habits of the target audiences. The media report will include a review of your current media placements as well as specific media recommendations based on our research.

Organizational Structure – As part of this campaign, we would like to explore all possible stakeholder relationships currently with the Glendale CVB. We wish to explore all options such as public-private partnerships, properties within Glendale city limits which promote tourism to their location.



Phase 2 – Creative Strategy

Once the advertising plan is in place and approved and you wish our participation and recommendations for creative, our creative team will help define Glendale CVB's unique selling proposition that will set Glendale CVB apart from the competition. With this in mind, we establish a creative strategy. Our creative team will present several ideas and creative directions to address the requirements of the creative strategy. Strong copy will support the creative strategy.

Once the direction is agreed upon, creative begins. This is when the emotional, stimulating and exciting work begins! On Advertising is a full-service advertising agency. We create advertising and messaging campaigns that work based on extensive demographics and research. The On Advertising team has more than 75 years combined creative experience.

We produce creative advertising from concept to completion. Our Emmy and Addy award-winning staff will produce an effective advertising campaign designed to increase tourism for Glendale CVB.

Interactive Strategies – Our goal is to create an interactive media that resonates with the target audience since travelers rely heavily on online resources for researching vacation spots.

Video Production

On Advertising recommends significant video production as a major component in the branding, marketing and tourism development for Glendale CVB. We believe videos are critical to this campaign and must be used to increase tourism opportunities to Glendale. A person visiting the new website is more likely to be engaged by a video or videos. National Studies show that a person who views a video will **stay on a website an average of two minutes longer**. We can greatly increase your exposure and Search Engine Optimization by linking videos from YouTube to the website. We are recommending short videos showcasing key tourism destinations for placement on the website

On Advertising has an award-winning in-house digital studio. We can concept, write, shoot and edit all videos.



Phase 3 – Launch & Tracking

Launch

After the creative execution above is complete and approved, we will launch the campaign. Media is placed and the campaign will begin. The implementation of this campaign will be anchored by an intense advertising program focusing traffic to the Glendale tourism website (www.visitGlendale.com). The call-to-action for all advertising directs to the tourism website. The website is a way to measure the advertising success for the year-round campaign.

Tracking & Evaluation

In order to track and access, On Advertising will use a well-established tracking system with various factors used to measure success of the campaign. The factors involved in the monitoring of the on-going campaign will allow us to modify strategies and executions for future marketing and advertising efforts. Some of the factors we will use to measure the effectiveness of the campaign include:

- Evaluate visitor numbers and occupancy rates at Glendale tourist destinations and lodging properties.
- Evaluate percentage of sales at visitor-oriented businesses in Glendale.
- Evaluate website analytics of the URL
 - Number of unique visitors to website
 - Number of referrals to partner sites from website
 - Number of referrals to website from online marketing partners



Media **Buying**

Our CEO, President and National Media Director have a combined 65 years of broadcast experience. This gives us the insight and experience needed to provide the best possible advertising coverage and the lowest possible cost. Media Research is done by our National Media Director, Julie Light. Julie has been buying and selling media across the United States for more than 25 years. No one knows more about media research, planning and negotiating media.

On Advertising starts with research. This research is specific to each client and breaks down the demographics of the audience as well as the appropriate media to use. Our digital media strategy, planning and recommendations are driven by this research.



ED & Tourism Experience

CLIENT

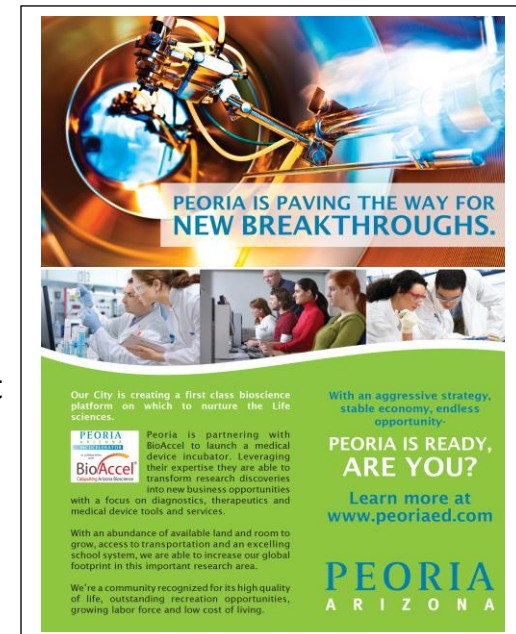
City of Peoria Economic Development Department

SCOPE OVERVIEW

Brand and market Peoria as an ideal location to establish or expand businesses within the city. Also promoted Peoria as a tourist destination to a national audience. The new campaign highlighted Peoria's technology platforms, retail and entertainment district, education, household and employment opportunities.

WHAT WE DID

- Print, Radio & Online Advertising Campaign
- Launched BioInspire – Peoria's Medical Technology Incubator Complex
- Promoted Participation in National ED Conferences
- Produced Local/Regional Investing in Innovation Conferences
- Named & Launched P83 – Peoria's New Retail & Entertainment District
- Promoted Job Fairs for local Peoria Businesses
- Produced Speakers' Bureau for Peoria ED Department
- Attracted New Companies to Peoria including Trine University



ED & Tourism **Experience**

CLIENT

Scottsdale Hilton Resort

SCOPE OVERVIEW

Brand, market, promote and book the new Hilton Scottsdale Resort Villas. We were tasked with promoting Scottsdale as a destination vacation spot and in particular promote and book the new 50 villas built on the grounds of the Scottsdale Hilton Resort.

WHAT WE DID

Print Advertising Campaign, National Media Relations, Direct Mailer, Ribbon Cutting Event





Why Hire **Us?**

Government Experience

We have extensive experience working with Government agencies at all levels. On Advertising currently has a long-term contract with the State of Arizona (5 years), Maricopa County (10 years) and the City of Phoenix (3 years).

No Conflict of Interest

On Advertising is currently not contracted with any City, County or State for Economic Development or tourism campaigns. Therefore, we can focus all our creative ideas and resources on Glendale CVB's tourism program rather than competing with other in-state tourism campaigns.

Experience in Economic Development & Tourism

On Advertising has a proven track record of increasing tourism and hotel bookings. We know how to identify and market to the two major target audiences . . . leisure travelers and meeting planners. We know how to create specific advertising campaign to target both markets. Both campaigns will span across print, digital and interactive using cutting-edge technologies such as digital ad targeting and retargeting.



Our Clients

On Advertising has a diverse client base. We provide various services to companies across the United States. For a complete list of our clients, please visit our website at www.on-advertising.com.





Conclusion

If you have any questions about the information in this capabilities proposal, please contact Ron Meritt at (480) 705-6623 x1002 or rmeritt@on-advertising.com.

Thank you for the opportunity to work with Glendale CVB.

LOCATION

101 North 1st Avenue, Suite 2000
Phoenix, Arizona 85003
480-705-ONAD (6623)

WEBSITE

www.on-advertising.com

SOCIAL



Facebook/OnAdPHX



Instagram/onadvertising



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**SPORTS ON THE
WATERFRONT**



**TRANSPORTATION
OPTIONS**



and Recreation Department generates nearly \$10 million annually in sports tourism for the local economy.

The Round Rock Sports Center, which opened in January 2014, is "the crown jewel of the Sports Capital of Texas," according to Nancy Yawn, director of the Round Rock Convention & Visitors Bureau. The facility offers 82,800 square feet

with six basketball or 12 volleyball courts and seating for up to 1,700 fans; the Center hosts over 70,000 players and 120,000 spectators annually for tournaments, league sports and club sports. "Round Rock is expanding its outdoor venue space as well," notes Yawn. "In 2017, the new Round Rock Multi-purpose Complex will add five natural grass fields and five syn-

The Morgan Hill Outdoor Sports Center A Premium Tournament Experience!



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thetic turf fields to accommodate Ultimate, soccer, rugby, lacrosse and flag football."

Round Rock's Champion Fields at Old Settlers Park comprises 20 baseball and five softball fields with dedicated spaces for disc golf, cricket, soccer, football, tennis, sand volleyball and horseshoes. A new soccer complex, set to open in 2018, will add four additional fields. The Austin Sports Arena in Round Rock is a 20,000-square-foot facility for inline hockey, and the Clay Madsen Recreation Center offers two full-size gymnasiums, a six-lane, 25-yard lap pool and four racquetball courts.

Arizona

Glendale and the West Valley is a sports Mecca. University of Phoenix Stadium has hosted Super Bowl, Fiesta Bowl and BCS Championships and is the site of the NCAA 2017 Final Four. Gila River Arena, home to the NHL's Arizona Coyotes, has also hosted Travis Pastrana's Nitro Circus, Smuckers Stars on Ice, Street League Skateboarding, Professional Bull Riding and World Extreme Cagefighting.

According to Danielle Dutsch, national sales manager, Glendale recently hosted the USA Baseball National Team Championships. "We also hosted the Special Olympics 2016 State Summer Games," Dutsch notes. "That brings in more than 300 room nights. The athletes bring their families and so it's a big impact for our city." At the most edition of the Games, floorball was introduced as the newest team sport to join the Special Olympics' worldwide lineup.

NASCAR, volleyball, basketball, cheerleading, tennis, archery, soccer and flag football events also have found a home in Glendale. There are 1,500 hotel rooms in Glendale and over 8,000 rooms across the West Valley. **SDM**

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TODO SOBRE

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NÚMERO 63 NOVIEMBRE 2016

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CAVE CREEK

Destinos

FIESTAS DECEMBRINAS EN GLENDALE

BRILLANTE NAVIDAD



POR BÁRBARA HUIPE

Con un ambiente cálido y hospitalidad incomparable, Glendale es sin duda un destino ideal para la próxima temporada navideña: la ciudad ofrece atracciones para que los visitantes de todas las edades guarden bellos recuerdos navideños de por vida.

“¡Hay mucho que hacer en Glendale durante las fiestas! Es un destino familiar todo el año, pero de verdad, no hay mejor momento para conectar con amigos y familia que la jubilosa época navideña”, expresó Kim Larson.

La relacionista Pública de la Oficina de Convenciones y Visitantes de Glendale comentó a EL IMPARCIAL que el centro

Un millón y medio de luces navideñas te esperan en el centro de Glendale para hacer de tus vacaciones familiares una experiencia inolvidable, como cuento de temporada.

de la ciudad se vestirá con un millón y medio de luces LED; se trata de la exhibición de luces más grande del Estado.

Además, las noches de viernes y sábados, las calles del centro se llenarán de música, venta de deliciosa comida, arte, manualidades, paseos y otras actividades para niños y la oportunidad de conocer a Santaclós.

La diversión continúa en Westgate

Entertainment District, que ofrecerá la primera pista de hielo real al aire libre de la región, la cual será la principal atracción del complejo de entretenimiento pero no la única, pues además ofrecerá variadas actividades familiares gratuitas.

A partir del 22 de noviembre, y por siete semanas, podrás acudir a la pista de patinaje sobre hielo, disfrutar de paseos en carruaje, nevadas nocturnas y los pe-

FELICES FIESTAS

- Admira la impresionante iluminación navideña
- Conoce a Santaclós y cuéntale todos tus deseos
- Disfruta las noches de festival: música y comida
- Recorre el centro, es una experiencia mágica
- Realiza tus compras en los centros comerciales

queños tendrán la oportunidad de conocer a Santaclós y retratarse con él.

Bellos detalles

Porque ésta es la época ideal para ir de compras, Westgate Entertainment District es también una gran opción que reúne gran cantidad de tiendas y boutiques, así como bares y restaurantes para que la diversión no termine.

“Tanger Outlets Glendale ofrece más de 90 marcas líderes y tiendas de diseñador en liquidación con grandes ahorros todos los días” indicó, “este innovador centro comercial ofrece una enorme variedad de tiendas de alto valor y tiendas de descuento en moda, calzado, productos domésticos y más”.

Kim Larson informó que Arrowhead Towne Center recientemente cambió su nombre a P83; el centro comercial sigue



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ofreciendo más de 170 locales de tiendas y restaurantes, así como un cine, todo con una localización accesible: justo a un lado de la autopista Loop 101.

Además de las atracciones navideñas, siempre es buena ocasión para visitar los lugares familiares de Glendale: Wildlife

World Zoo, Aquarium & Safari Park y la fábrica de dulces Cerreta's Candy Company, recomendó la entrevistada.

“Si estás buscando una escapada de vacaciones, Glendale es el lugar para ir. Hay muchas opciones de cosas para hacer, con verdaderamente algo para cada

quien”, aseguró Kim Larson, “en la cima, un increíble festival que atrae gente de toda la región, nuestro servicio y hospitalidad es incomparable”.

Ubicada a menos de media hora del centro de Phoenix, Glendale es un destino navideño que sin duda te dejará un buen sabor de boca y hermosos recuerdos navideños para toda la familia.

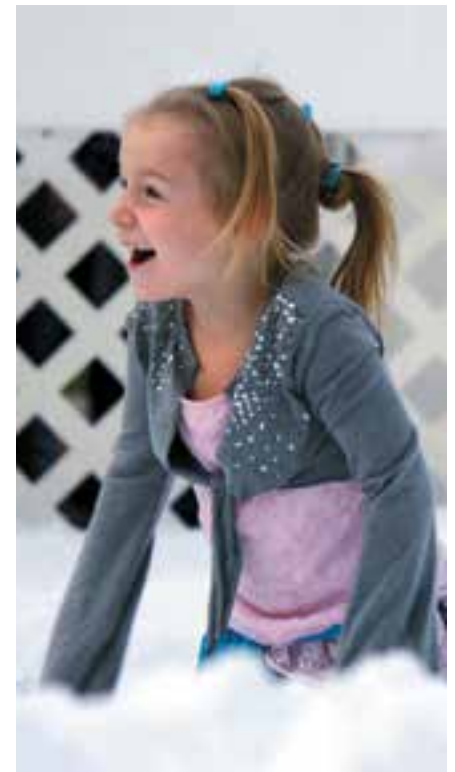
“Vengan a visitar West Valley. De verdad, no hay otra comunidad tan cálida y acogedora con los visitantes. Los propietarios de los negocios locales y la hospitalidad de la gente pretenden proveerte una maravillosa estancia, que hará un poco más mágica la temporada navideña”, invitó Kim Larson.

MÁS INFORMACIÓN: WWW.VISITGLENDALE.COM

Los más peques se divierten como nunca en Glendale.



FOTOS: CORTESÍA GLENDALE CVB



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*Hasta 4 personas por habitación. Más impuestos. Expira 31/DIC/2016.

Destino

GLENDALÉ, ARIZONA

EL “NUEVO OESTE”

Justo medio entre el encanto del Viejo Oeste y la modernidad de una ciudad cosmopolita del siglo XXI, te sugerimos los puntos que no te debes perder en tu próxima visita a Glendale.

POR BÁRBARA HUIPE

Con alrededor de 1 mil 500 habitaciones de hotel, que van del hospedaje sencillo hasta suites de cuatro y cinco estrellas, la ciudad te espera con excelentes opciones para consentirte, señaló en exclusiva para EL IMPARCIAL Lorraine Zomok.

“El alojamiento en West Valley está convenientemente ubicado”, comentó la gerente del Centro de Visitantes de Glendale, “con fácil acceso a las atracciones más destacadas y destinos premier, así como el centro histórico, el distrito deportivo y de entretenimiento de la ciudad”.

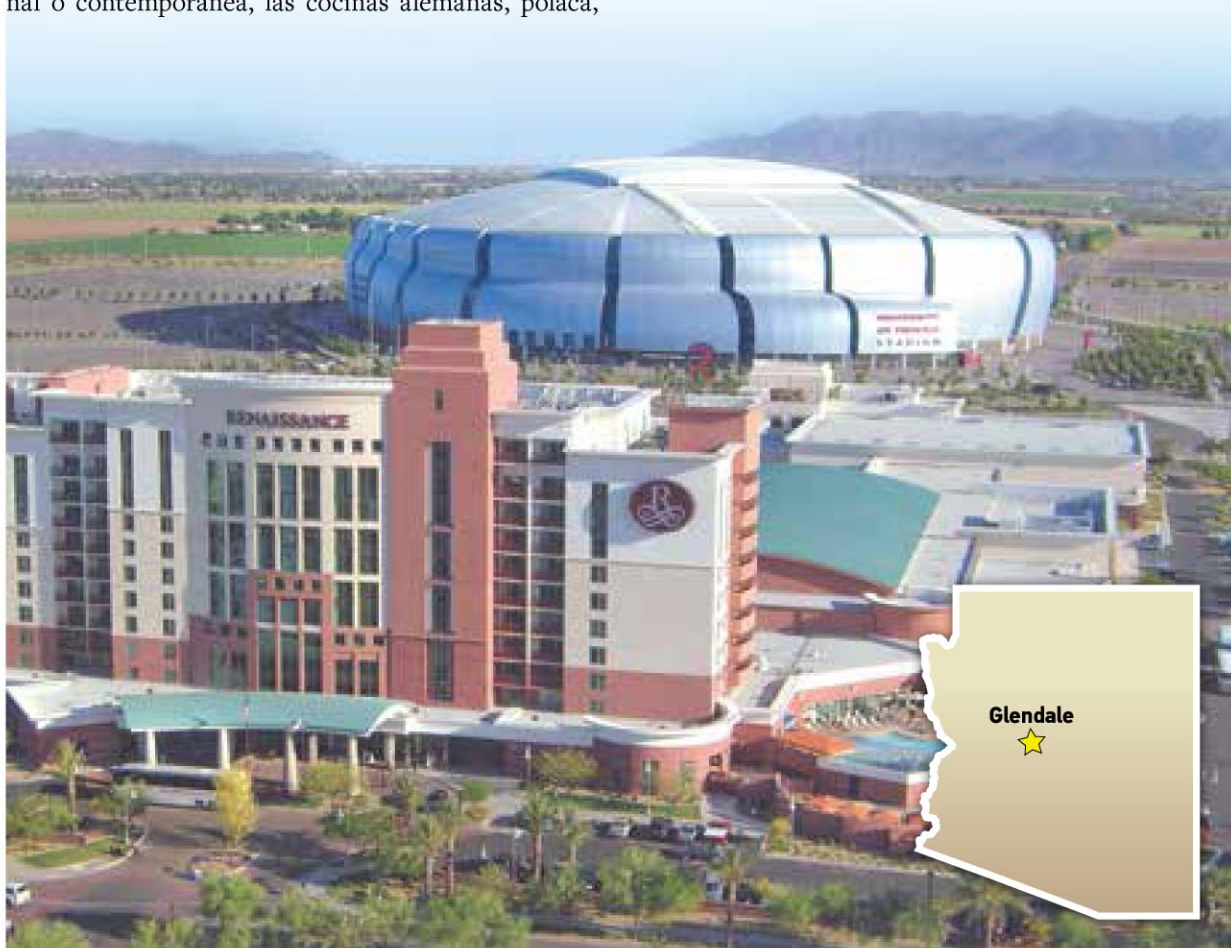
Sabores de todas partes del mundo conforman la oferta gastronómica de Glendale: en versión tradicional o contemporánea, las cocinas alemanas, polaca,

china y mexicana tienen su lugar aquí.

“Te hace agua la boca: sabores, condimentos, aromas... son palabras que han sido usadas por mucho tiempo para describir la cocina única de los establecimientos de Glendale y West Valley”, señaló; “con cientos de restaurantes, hay una opción para cada persona y tu apetito seguro será satisfecho”.

Ya sea que la visites de negocios o para relajarte, la ciudad ofrece grandes ventajas para hacer de tus vacaciones toda una experiencia, con un ambiente familiar y amigable; el Aeropuerto Internacional Sky Harbor de Phoenix está a sólo 20 minutos.

Como especialista en turismo y conocedora del lugar, Lorraine Zomok compartió sus recomendaciones con cinco de los lugares que no debes dejar de visitar en Glendale.



FOTOS: CORTESÍA CENTRO DE VISITANTES DE GLENDALÉ



1 Estadio de la Universidad de Phoenix

La lista es encabezada por el espectacular estadio, casa del equipo de fútbol americano Cardenales de Arizona; el recinto ha sido galardonado con varios premios, en 2015 fungió como sede del Super Bowl.

2 Centro histórico

Además de 90 tiendas, el centro cuenta con infinidad de lugares para comer y hermosas fachadas de ladrillo; disfruta de agradables caminatas por las tardes, pues cada día encontrarás algo nuevo que ver.

“Los invitamos a visitar Glendale, Arizona, para que experimenten nuestra hospitalidad y nuestra cálida y amistosa comunidad. Al llegar, hagan una parada en el Centro de Visitantes, para poder conocerlos y contarles mucho más sobre la ciudad”

LORRAINE ZOMOK

Gerente del Centro de Visitantes de Glendale

Destino



3 Westgate y Tanger Outlets

En más de 2 mil kilómetros cuadrados, el distrito de entretenimiento reúne numerosas tiendas, restaurantes, hoteles, parques, centros de diversión y otras atracciones; en Tanger Outlets hay 85 marcas líderes.

4 Lago Pleasant

Si la diversión acuática es lo tuyo, el lago Pleasant (el segundo más grande de Arizona) te ofrece diversidad de actividades para que disfrutes a lo grande mientras te refrescas: clases de kayak y senderismo, así como renta de equipo son los servicios que se ofrecen.

5 Zoológico y acuario Wildlife

Este zoológico y safari reúne la colección de vida salvaje más grande de Arizona y brinda emocionantes paseos; cuenta con un restaurante con vista al acuario, para disfrutar de un panorama relajante mientras cenas.



MÁS OPCIONES

- Arrowhead Towne Center
- Cabela's Outfitters
- Wet'n'Wild Phoenix
- Dave & Buster's at Westgate
- Paseos en globo aerostático

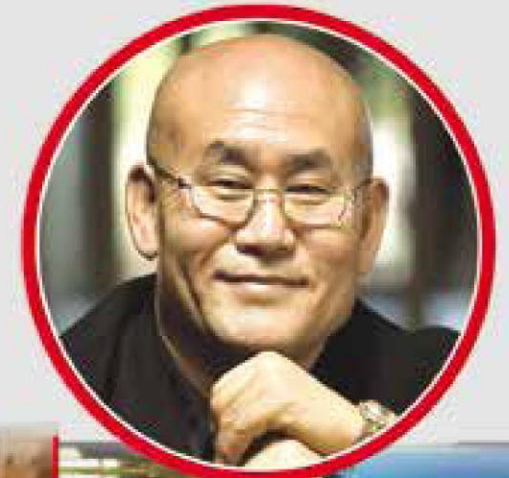
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APRIL 2016

GORGEOUS GLENDALE, ARIZONA

State's sixth largest city gets 300+ days of sunshine

For anyone who doesn't know, what's great about Glendale?

"The West Valley is a place of extremes – from the heart pounding roar of 3,400 pounds of NASCAR metal zipping through 200-mile-per-hour turns at Phoenix International Raceway, to the cowpoke pace of ambling horses kicking up dust trails under desert stars and dinner served open-fire with cowboy songs and stories. The West Valley is made up of 14 cities, each with its own character and amenities."



home in Arizona, to multi-day travellers. In 2015 we began additional outreach to new and emerging markets including Ottawa, Toronto, Calgary, Vancouver and Montreal."

We hear there's great shopping in Glendale. Where can visitors shop 'til they drop?

"Historic Downtown Glendale has been named as one of the country's 10 best places for shopping. The downtown is actually two neighborhoods: Historic Catlin Court with its white picket fences and mature shade trees welcoming visitors to the bungalows-turned-specialty shops; and Old Towne boasting brick-trimmed sidewalks and glowing gaslights leading the way to the famous antique stores and ethnic eateries. The neighbourhoods span 10 square blocks which can easily be strolled in an afternoon."

"Shoppers can also delight at one of the largest malls in the region, the beautifully-designed Arrowhead Towne Center. In the

heart of Glendale's sports and entertainment district [there's] the Westgate Entertainment District. Adjacent to Westgate Entertainment District [is] Tanger Outlets Glendale."

What's one of your own favourite things about Glendale?

"My husband and I live in one of Downtown Glendale's oldest craftsman style bungalow homes, built in 1918. One of our favourite historic stops is Glendale's Sahuaro Ranch. This 1886 homestead is one of the best-preserved early ranches in the Salt River Valley. Nearly 50 peacocks call the ranch area home! Pack a picnic lunch and make it a day exploring Glendale's past."

Contact details



LORRAINE ZOMOK

President & CEO
Visit Glendale
visitglendale.com

Can you tell us a bit about Visit Glendale and its recent rebranding?

"The Glendale CVB was formed in 2010 in partnership with West Valley tourism entities. We represent and showcase all 14 cities located throughout the region. In 2015, in order to better identify who we are and the services we provide, we unveiled a new brand for the bureau at our five-year annual meeting. This new brand will enhance and elevate our marketing efforts for the region."

How important is the Canadian market to Glendale?

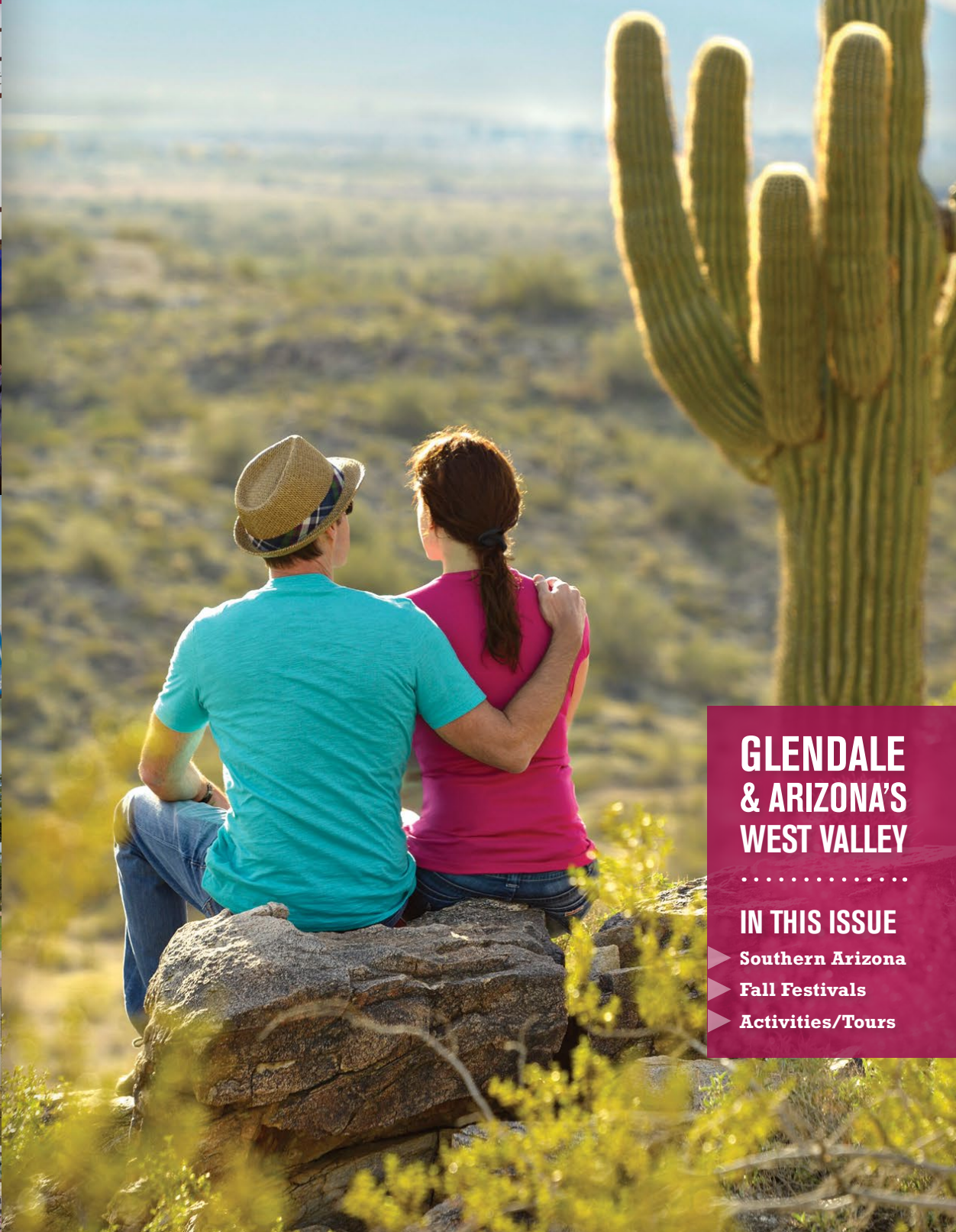
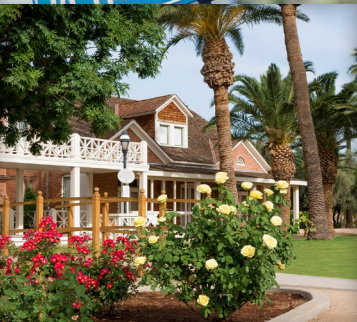
"Our top international market is Canada. We are thrilled to welcome our neighbouring visitors from the north ... from snowbirds with a second

MAR-MAY 2017 VOL. 21 NO. 2

ARIZONA MAPS & INFO

Drive Guide

WHERE TO GO • WHAT TO SEE • WHAT TO BUY • AS YOU DRIVE



GLENDAL & ARIZONA'S WEST VALLEY

IN THIS ISSUE

- Southern Arizona
- Fall Festivals
- Activities/Tours

FLAGSTAFF

Just an hour's drive from the Grand Canyon and close to seven national parks and monuments, Flagstaff offers access to some of the world's most beautiful scenery. Take in gorgeous landscapes, from the largest Ponderosa pine forest in the world to the snow-capped San Francisco Peaks. Ride the chairlift to see the Grand Canyon like never before. Outdoor enthusiasts rejoice as they ride Arizona Snowbowl's chairlift to get a glimpse of the Grand Canyon's vastness, or as they encounter epic trails while hiking, biking or skiing. flagstaffarizona.org



Flagstaff CVB

TUCSON

It's easy to feel on top of the world in Tucson, with mountains encircling a vibrant desert city. Travel up Mt. Lemmon in Coronado National Forest. Surround yourself with the iconic symbol of the American West at Saguaro National Park. Tour the USA's finest example of Spanish Colonial architecture at Mission San Xavier del Bac, still serving its Tohono O'odham community. As the first UNESCO City of Gastronomy in the USA, Tucson's vivid culinary scene includes Mexican and Native American flavours. VisitTucson.org



Dominic AZ Bonuccelli



Arizona Sonora Desert Museum/Jay Pierstorff



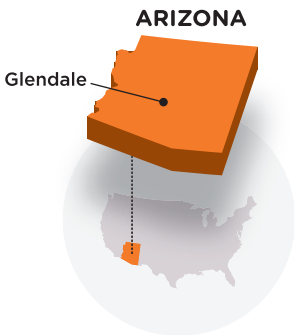
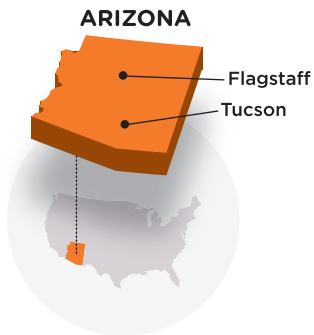
Visit Glendale

ARIZONA'S MUSEUMS

Stunning natural beauty and a rich arts and cultural tradition give Arizona plenty to showcase in its museums. Step into living history on the grounds of the Arizona-Sonora Desert Museum, which includes a zoo, art gallery, botanical garden, natural history museum and aquarium. The Heard Museum preserves the legacy of past and present regional artists in its 40,000 objects, while the new Western Spirit: Scottsdale's Museum of the West reflects the cultural legacy of the 19 Western states. Its sculpture courtyard features a changing array of artists.

GLENDALE

Head to downtown Glendale to experience critically acclaimed restaurants, trendy shops and free festivals. Learn about local heritage on a tour of historic Sahuaro Ranch, which features a rose garden and freely roaming peacocks (bring your camera!). Sports enthusiasts will enjoy the city's Sports & Entertainment District, home to the NHL Coyotes and the NFL Cardinals, as well as great restaurants and entertainment venues. Don't miss Tanger Outlets and Arrowhead Towne Center for a little retail therapy. VisitGlendale.com



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PARK**

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Mountain View Road

IT'S A DOG'S LIFE IN GLENDALE!

DOG PARKS, DOG DAYS & DOG TOWN USA
PAGE 21

GLENDALE'S GOT GAME THIS SPRING

FROM SPRING TRAINING TO THE FINAL FOUR –
GET IN ON THE ACTION
PAGE 3

**GET PAID TO HANG AT
THE POOL ALL SUMMER!**

LIFEGUARD CERTIFICATION COURSES IN MARCH
PAGE 22-23

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Legislation Description

File #: 17-096, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CLEAR CREEK ASSOCIATES, LLC, FOR EVALUATION OF GROUNDWATER BACKUP SUPPLY

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with Clear Creek Associates, LLC, to evaluate groundwater backup water supplies, and approve expenditure of funds in an amount not to exceed \$199,965.

Background

To improve water supply redundancy, the Water Services Department will engage a hydrogeology consultant to evaluate backup groundwater supplies for all City water zones (1 to 4), evaluate interconnection options with other municipal water systems, and assess operational and distribution system improvements. The project will evaluate additional sources of potable water supply such as groundwater wells, aquifer storage & recovery (ASR) wells, and system interconnections with other municipal providers.

The City's four water delivery zones each have different water supply sources including groundwater and surface water. The surface water supply sources include Colorado River water and Salt River Project water. These renewable surface water supplies are vulnerable to shortages depending on watershed conditions and drought. As a consequence, to assure that the City will have adequate potable supply in times of surface water shortages, new groundwater supply sources need to be identified. As part of the project the City will also evaluate options for distribution system water quality improvements associated with groundwater development and system interconnection.

Analysis

Clear Creek Associates, LLC is on the Engineering Department's "on-call" list for hydrogeology services. They were chosen for this Water Services hydrologic analysis project because of the experience and knowledge that the firm has with regional groundwater conditions.

Community Benefit/Public Involvement

Improvements in water supply redundancy and system improvements will assist in protecting Glendale residents from unanticipated or scheduled shortages of Colorado River and Salt River Project water. This meets goals outlined in the 2012 Citizen Task Force on Water and Sewers that called for enhancing water resources sustainability. In addition, the project advances the Task Force goal of regional collaboration by building on existing and proposed connections to other systems. The project will also promote the Task Force

objective of protecting water quality in the distribution system.

Budget and Financial Impacts

Funds are available in the Water Services FY2016-17 Capital Improvement Plan budget.

Cost	Fund-Department-Account
\$199,965	2400-61049-551200, Zone 3 Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
ZONES 1 - 4 GROUNDWATER BACKUP SUPPLY EVALUATION
PROJECT NUMBER 151629

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Clear Creek Associates, LLC., an Arizona limited liability company, ("Consultant") as of the ____ day of _____, 2017 ("Effective Date").

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**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within 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 consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, 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 Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant 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. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors 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. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants 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. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor 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 Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule 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, Consultant 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, Consultant grants to City, and will cause its Subconsultants or Subcontractors 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) Consultant 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. Consultant 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 Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$199,965.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to 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 Consultant 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.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 **Expenses.** City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 **Applications.**

- a. Consultant 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.

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 Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors 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 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant 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 Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant 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 Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant 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.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant 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 Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), 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, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant 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.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 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).
- 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 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; 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.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

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

Clear Creek Associates, LLC
c/o Donald Hanson
6155 East Indian School Road, Suite 200
Scottsdale, Arizona 85251

- 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 Kelly Hargadin
City of Glendale Engineering Department - Suite 315
5850 W. Glendale Avenue
Glendale, Arizona 85301

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 the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant 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.

13. **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.

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

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant 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. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 **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.

14.3 **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.

14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 **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.

14.6 **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 reformed to conform with applicable law.

14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **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	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Clear Creek Associates, LLC,
an Arizona limited liability company



By: Donald Hanson
Its: Principal

EXHIBIT A
Professional Services Agreement

PROJECT

The City provides treated Central Arizona Project (CAP) water to Zone 3 from the Pyramid Peak Water Treatment Plant (PPWTP). The back-up supply to Zone 3 is currently very limited. To achieve supply redundancy for Zone 3, the City is evaluating additional sources of potable water supply such as groundwater wells, aquifer storage and recovery (ASR) wells and system interconnections with other providers. The City is also evaluating options for operational redundancy and system improvements in Zones 1, 2, and 4.

The consultant will evaluate potential system improvements and the impact they will have on water quality.

In summary, the purpose of this project is to:

- Provide additional groundwater supply source redundancy for Zones 1 through 4;
- Evaluate interconnection options;
- Evaluate the feasibility to use ASR wells in Zone 2 and 3 to obtain CAP water credits and provide additional supply; and
- Evaluate operational and distribution system improvements to improve water quality in specified grids.

All past studies for Zone 3 and Glendale groundwater will be cited and included as referenced in this evaluation. These include:

- 2013 TM 102 (Water Supply options Feasibility and TM 103 HRBS Hydraulic Analysis);
- 2012 Camelback Ranch Impacts Mitigation TM;
- 2012 Zone 4 Water Quality Impacts Assessment TM, and
- 2008 Groundwater Master Plan.
- Evaluating feasibility of supply redundancy for Zone 4 in case of 1) outage of Oasis Water Campus and 2) restricted and reduced production (20%) from Oasis Water Campus due to drought condition from SRP.

Task 1B - Assessment of Existing Zones 1-4 Wells – The Consultant Team will conduct a desktop/ paper study assessment of existing Zones 1 through 3 City or SRP groundwater wells that are not currently operational, have operational issues or have water quality issues. The initial phase of the feasibility analysis will include an evaluation to replace the existing wells within a 660 foot radius as well as increase the well legal capacity. This initial task will include the following existing wells in the following zones:

Zone 1:

1. SRP Well 45 (this well does not need replacement or rehab but an analysis of a direct connection to the Oasis Groundwater Treatment Plant).

Zone 2:

2. City of Glendale Well 25
3. City of Glendale Well located at 79th and Union Hills (this well will act as supply for Zone 2 and 3 but physically is in the northern section of Zone 2).

Zone 3:

4. City of Glendale Well 33
5. Private Well at 67th Avenue and Union Hills
6. City of Glendale A.R. 15
7. City of Glendale A.R. 18
8. City of Glendale A.R. 21
9. City of Peoria Well #2

The Consultant Team will assemble and review previous works completed for the City's Groundwater Master Plan in 2008 along with current Arizona Department of Water Resources (ADWR) groundwater records and compile the following information:

- Current annual withdrawal capacity for each well along with pump capacity as documented by ADWR and any changes since the Groundwater Master Plan was completed.
- Available well completion details including depth, diameter(s), casing and screen type, date drilled, drilling method, and water level and well capacity when drilled.
- Current well and pump capacity, as well as annual usage reported from 2008 through 2015 (and 2016 if available).
- Current well-site condition. This will require review of the City's available well operation information including water levels, and other information pertinent to replacing the existing wells.
- Review available water quality data to provide a general assessment of water quality and to determine if treatment may be required at a particular well-site.

The previous well inventory will be updated with current data along with an updated Well Inventory graphic in GIS. City owned land will be incorporated (to investigate a 660 foot radius around each well for replacement purposes) utilizing a City provided GIS shapefile of City owned land. It is anticipated that most of the data collected as part of the 2008 Groundwater Master Plan should not have changed significantly since many of these wells have not been in service or have had minimal changes over the 8 year period since the development of the master plan. As part of this study the data collection of the most current data will focus on water quality, groundwater levels, and aquifer parameters.

To evaluate whether the existing legal well capacity can be increased, the Consultant Team will perform a simple spreadsheet analysis using well-specific aquifer test data or SRV model data and the known depth and screened length for up to five wells. Using the distance to the nearest non-City owned well, the Consultant Team will calculate the estimated legal capacity. Well impact radii will be plotted on the Well Inventory Map for review and discussion. For existing wells where this initial legal capacity meets a prescribed volume or where the number of neighboring wells is low, the Consultant Team will conduct a more detailed THWells analysis which will incorporate boundary conditions where necessary. For costing purposes, we have assumed that the spreadsheet analysis and more thorough THWells analysis will only be performed on 5 wells.

The Consultant Team will conduct site visits to each of the wells to collect information on site layout, other well site facility (piping, valves, power supply, etc.) general condition, and potential for onsite well replacement. No sampling is included in this task. The Consultant Team will develop preliminary conceptual cost for onsite well replacements up to the existing 9 (not SRP 45) wells listed above, if applicable. The replacement wells will include budgetary cost for new well installation and equipping with industry standard construction materials such as high strength, low alloy (HSLA) and silica sand filter pack. Alternative costs for stainless steel casing and glass bead filter pack will also be provided. For those well sites estimated to require water treatment (Arsenic and / or Nitrate) based on previous water quality data, conceptual budgetary costs for treatment facilities capital and operating costs will be estimated based on industry metrics for typical treatment. The well-sites will also be evaluated for proper sizing to accommodate any needed water treatment equipment. No budgetary cost to connect the wells to the distribution system will be estimated. If required, the Consultant Team will provide well drilling footprint figures. All budgetary cost estimates will be to AACEI Class 5 (Low: -20% to -50% and High: +30% to +100%). Costs for purchase of land for new well site acquisition and ROW acquisition for connections and well wasting will not be included.

Deliverable: The Consultant Team will develop a well inventory map with City owned land coverage, table of well information, spreadsheet analysis tables of legal capacity by well, map showing distances to nearest non-City well and impact radii and THWells Well Impact results. Cost estimate information will be conveyed in subsequent deliverables, Task 1F and Task 3.

Task 1C – Initial ASR Assessment for Potable CAP Water in Zones 2 & 3 - The Consultant Team will work with the City to quantify the City's excess CAP capacity. The Consultant team will assess the viability of Aquifer Storage and Recovery (ASR) wells for recharge and recovery of potable CAP water from the PPWTP. Zone 2 and Zone 3 wells from Task 1B will be analyzed for ASR well development. The potential to use ASR technology will be

evaluated to develop long term storage credits that can be recovered for Zone 2 and 3 supplies. The Consultant Team will:

- Address the benefits vs cost impacts of ASR considering CAP water rate increase as well as water credits needed for water supply during a drought conditions.
- Conduct a cost benefit analysis for ASR wells versus typical production wells and the ability to accrue long term storage credits.
- Assess Underground Storage Facility and Water Storage Permit Feasibility.

Using data from Task 1B and ADWR's SRV groundwater flow model, the viability of aquifer storage and recovery (ASR) wells will be assessed.

The Consultant Team will assess the well locations in Task 1B (Zones 2 and 3 wells) in relation to other facilities of concern, particularly NAUSP and the Glendale Landfill to provide an opinion on the feasibility of obtaining an Underground Storage Facility and Water Storage (USF/WS) permit. This is not a complete hydrologic study/unreasonable harm determination but rather an initial opinion on the likelihood that a USF/WS permit could be obtained. Additionally, the Consultant Team will provide conceptual costs for the installation and equipping of an ASR well, including industry standard construction materials such as stainless steel casing and glass bead filter pack, connection to distribution, de-chlorination facility and other site development. The well-sites will be assessed for the proper size for all ASR equipment including dechlorination facilities. No budgetary cost to connect the wells to the distribution system will be estimated. All budgetary cost estimates will be to AACEI Class 5 (Low: -20% to -50% and High: +30% to +100%). Costs for purchase of land for ASR site acquisition and ROW acquisition for connections and well wasting will not be included.

Deliverable: The wells listed in Task 1B for Zones 2 and 3 will be assessed for ASR technology. The depth to water, estimated depth to volcanics/bedrock, water table elevation, groundwater flow, and aquifer properties by lithologic unit (the Upper Alluvial Unit, the Middle Alluvial Unit, and the Lower Alluvial Unit) including saturated thickness, hydraulic conductivity and transmissivity will be evaluated for the well sites listed in task 1B for Zones 2 and 3. Aquifer properties will be posted on a 1/4-section by 1/4-section basis around each prospective well-site listed in Task 1B for Zones 2 and 3. No groundwater modeling or sampling is included in this task. Cost estimate information will be provided in this deliverable.

Task 1D – Well Connection Locations and Infrastructure Improvements - The Consultant Team will identify potential well connection locations to the Glendale distribution system and identify infrastructure and operational improvements required to connect the respective groundwater wells.

Task 1E – Provisions for Pump to Waste Water Discharge – The Consultant Team will evaluate and develop recommendations for provisions to discharge water during well start-up for up to 10 wells. It is probable that water quality issues will exist and the pump to waste period before clean-up will be extensive for all wells to be replaced. The Consultant Team will evaluate strategies to reduce water quality issues in the replacement wells for wells that cannot meet waterquality standards. Budgetary costs for connecting SRP Well 45 to the Oasis IX WTP. Budgetary costs for all 10 wells from Task 1B for provisions to discharge waste water will be estimated.

TASK 2 – INTERCONNECTS TO OTHER WATER SYSTEMS FOR ZONES 2 AND 3

Task 2A - Meetings with Phoenix and Peoria/New River Water

The Consultant Team and City will meet with the City of Phoenix and the City of Peoria / New River Water Company personnel to identify possible interconnection to the City of Peoria and the City of Phoenix systems and probable volumes. A review of the engineering plans for the Peoria Interconnect will be reviewed and a detailed plan presented as to what needs to be done to make this system operational. Consultant will prepare draft meeting minutes for City review and comment. Up to two meetings with each entity (four total) have been estimated.

Task 2B - Connection Locations and Infrastructure Improvements - The Consultant Team will identify potential interconnect locations to the Glendale distribution system and use the

hydraulic model to identify infrastructure and operational improvements required to connect the respective water systems.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Task 1 – ZONES 1-4 EXISTING GROUNDWATER WELL ASSESSMENT

Task 1A - Redundant Supply Capacity Requirements – The Consultant Team will review the most recent studies for current water demands (based on 2015 or 2016, if available, metered sales data) and development trends for Zones 1 through 4 and update if necessary, redundant initial and buildout capacity requirements. Redundancy requirements will be submitted to the City for review and comment prior to subsequent evaluations and analyses. It is anticipated that redundancy requirements will be updated or developed for the following demand conditions under existing and buildout projections:

- Supply redundancy for Zone 3 replacing existing wells, interconnection to Peoria/New River Utilities Water Company and Phoenix systems to meet average day demand in case of 1) outage of PPWTP and Cholla WTP and 2) restricted and reduced production (20%) from PPWTP and Cholla WTP due to drought condition from CAP and SRP.
- Supply redundancy for Zone 2 replacing existing wells to meet average day demand in case of 1) outage of PPWTP and Cholla and 2) restricted and reduced production (20%) from PPWTP and Cholla WTP due to drought condition from CAP and SRP.
- Supply redundancy for Zone 1 using options of a current SRP well or replacing an existing well to meet average day demand in case of 1) outage of Oasis Water Campus and Cholla WTP and 2) restricted and reduced production (20%) from Oasis Water Campus and Cholla WTP due to drought condition from SRP.

9. City of Peoria Well #2

The Consultant Team will assemble and review previous works completed for the City's Groundwater Master Plan in 2008 along with current Arizona Department of Water Resources (ADWR) groundwater records and compile the following information:

- Current annual withdrawal capacity for each well along with pump capacity as documented by ADWR and any changes since the Groundwater Master Plan was completed.
- Available well completion details including depth, diameter(s), casing and screen type, date drilled, drilling method, and water level and well capacity when drilled.
- Current well and pump capacity, as well as annual usage reported from 2008 through 2015 (and 2016 if available).
- Current well-site condition. This will require review of the City's available well operation information including water levels, and other information pertinent to replacing the existing wells.
- Review available water quality data to provide a general assessment of water quality and to determine if treatment may be required at a particular well-site.

The previous well inventory will be updated with current data along with an updated Well Inventory graphic in GIS. City owned land will be incorporated (to investigate a 660 foot radius around each well for replacement purposes) utilizing a City provided GIS shapefile of City owned land. It is anticipated that most of the data collected as part of the 2008 Groundwater Master Plan should not have changed significantly since many of these wells have not been in service or have had minimal changes over the 8 year period since the development of the master plan. As part of this study the data collection of the most current data will focus on water quality, groundwater levels, and aquifer parameters.

To evaluate whether the existing legal well capacity can be increased, the Consultant Team will perform a simple spreadsheet analysis using well-specific aquifer test data or SRV model data and the known depth and screened length for up to five wells. Using the distance to the nearest non-City owned well, the Consultant Team will calculate the estimated legal capacity. Well impact radii will be plotted on the Well Inventory Map for review and discussion. For existing wells where this initial legal capacity meets a prescribed volume or where the number of neighboring wells is low, the Consultant Team will conduct a more detailed THWells analysis which will incorporate boundary conditions where necessary. For costing purposes, we have assumed that the spreadsheet analysis and more thorough THWells analysis will only be performed on 5 wells.

The Consultant Team will conduct site visits to each of the wells to collect information on site layout, other well site facility (piping, valves, power supply, etc.) general condition, and potential for onsite well replacement. No sampling is included in this task. The Consultant Team will develop preliminary conceptual cost for onsite well replacements up to the existing 9 (not SRP 45) wells listed above, if applicable. The replacement wells will include budgetary cost for new well installation and equipping with industry standard construction materials such as high strength, low alloy (HSLA) and silica sand filter pack. Alternative costs for stainless steel casing and glass bead filter pack will also be provided. For those well sites estimated to require water treatment (Arsenic and / or Nitrate) based on previous water quality data, conceptual budgetary costs for treatment facilities capital and operating costs will be estimated based on industry metrics for typical treatment. The well-sites will also be evaluated for proper sizing to accommodate any needed water treatment equipment. No budgetary cost to connect the wells to the distribution system will be estimated. If required, the Consultant Team will provide well drilling footprint figures. All budgetary cost estimates will be to AACEI Class 5 (Low: -20% to -50% and High: +30% to +100%). Costs for purchase of land for new well site acquisition and ROW acquisition for connections and well wasting will not be included.

Deliverable: The Consultant Team will develop a well inventory map with City owned land coverage, table of well information, spreadsheet analysis tables of legal capacity by well, map showing distances to nearest non-City well and impact radii and THWells Well Impact results. Cost estimate information will be conveyed in subsequent deliverables, Task 1F and Task 3.

Task 1C – Initial ASR Assessment for Potable CAP Water in Zones 2 & 3 - The Consultant Team will work with the City to quantify the City's excess CAP capacity. The Consultant team will assess the viability of Aquifer Storage

and Recovery (ASR) wells for recharge and recovery of potable CAP water from the PPWTP. Zone 2 and Zone 3 wells from Task 1B will be analyzed for ASR well development. The potential to use ASR technology will be evaluated to develop long term storage credits that can be recovered for Zone 2 and 3 supplies. The Consultant Team will:

- Address the benefits vs cost impacts of ASR considering CAP water rate increase as well as water credits needed for water supply during a drought conditions.
- Conduct a cost benefit analysis for ASR wells versus typical production wells and the ability to accrue long term storage credits.
- Assess Underground Storage Facility and Water Storage Permit Feasibility.

Using data from Task 1B and ADWR's SRV groundwater flow model, the viability of aquifer storage and recovery (ASR) wells will be assessed.

The Consultant Team will assess the well locations in Task 1B (Zones 2 and 3 wells) in relation to other facilities of concern, particularly NAUSP and the Glendale Landfill to provide an opinion on the feasibility of obtaining an Underground Storage Facility and Water Storage (USF/WS) permit. This is not a complete hydrologic study/unreasonable harm determination but rather an initial opinion on the likelihood that a USF/WS permit could be obtained. Additionally, the Consultant Team will provide conceptual costs for the installation and equipping of an ASR well, including industry standard construction materials such as stainless steel casing and glass bead filter pack, connection to distribution, de-chlorination facility and other site development. The well-sites will be accessed for the proper size for all ASR equipment including dechlorination facilities. No budgetary cost to connect the wells to the distribution system will be estimated. All budgetary cost estimates will be to ACEI Class 5 (Low: -20% to -50% and High: +30% to +100%). Costs for purchase of land for ASR site acquisition and ROW acquisition for connections and well wasting will not be included.

Deliverable: The wells listed in Task 1B for Zones 2 and 3 will be assessed for ASR technology. The depth to water, estimated depth to volcanics/bedrock, water table elevation, groundwater flow, and aquifer properties by lithologic unit (the Upper Alluvial Unit, the Middle Alluvial Unit, and the Lower Alluvial Unit) including saturated thickness, hydraulic conductivity and transmissivity will be evaluated for the well sites listed in task 1B for Zones 2 and 3. Aquifer properties will be posted on a 1/4-section by 1/4-section basis around each prospective well-site listed in Task 1B for Zones 2 and 3. No groundwater modeling or sampling is included in this task. Cost estimate information will be provided in this deliverable.

Task 1D – Well Connection Locations and Infrastructure Improvements - The Consultant Team will identify potential well connection locations to the Glendale distribution system and identify infrastructure and operational improvements required to connect the respective groundwater wells.

Task 1E – Provisions for Pump to Waste Water Discharge – The Consultant Team will evaluate and develop recommendations for provisions to discharge water during well start-up for up to 10 wells. It is probable that water quality issues will exist and the pump to waste period before clean-up will be extensive for all wells to be replaced. The Consultant Team will evaluate strategies to reduce water quality issues in the replacement wells for wells that cannot meet waterquality standards. Budgetary costs for connecting SRP Well 45 to the Oasis IX WTP. Budgetary costs for all 10 wells from Task 1B for provisions to discharge waste water will be estimated.

TASK 2 – INTERCONNECTS TO OTHER WATER SYSTEMS FOR ZONES 2 AND 3

Task 2A - Meetings with Phoenix and Peoria/New River Water

The Consultant Team and City will meet with the City of Phoenix and the City of Peoria / New River Water Company personnel to identify possible interconnection to the City of Peoria and the City of Phoenix systems and probable volumes. A review of the engineering plans for the Peoria Interconnect will be reviewed and a detailed plan presented as to what needs to be done to make this system operational. Consultant will prepare draft meeting minutes for City review and comment. Up to two meetings with each entity (four total) have been estimated.

Task 2B - Connection Locations and Infrastructure Improvements - The Consultant Team will identify potential interconnect locations to the Glendale distribution system and use the hydraulic model to identify infrastructure and operational improvements required to connect the respective water systems.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Task 1 – ZONES 1-4 EXISTING GROUNDWATER WELL ASSESSMENT

Task 1A - Redundant Supply Capacity Requirements – The Consultant Team will review the most recent studies for current water demands (based on 2015 or 2016, if available, metered sales data) and development trends for Zones 1 through 4 and update if necessary, redundant initial and buildout capacity requirements. Redundancy requirements will be submitted to the City for review and comment prior to subsequent evaluations and analyses. It is anticipated that redundancy requirements will be updated or developed for the following demand conditions under existing and buildout projections:

- Supply redundancy for Zone 3 replacing existing wells, interconnection to Peoria/New River Utilities Water Company and Phoenix systems to meet average day demand in case of 1) outage of PPWTP and Cholla WTP and 2) restricted and reduced production (20%) from PPWTP and Cholla WTP due to drought condition from CAP and SRP.
- Supply redundancy for Zone 2 replacing existing wells to meet average day demand in case of 1) outage of PPWTP and Cholla and 2) restricted and reduced production (20%) from PPWTP and Cholla WTP due to drought condition from CAP and SRP.
- Supply redundancy for Zone 1 using options of a current SRP well or replacing an existing well to meet average day demand in case of 1) outage of Oasis Water Campus and Cholla WTP and 2) restricted and reduced production (20%) from Oasis Water Campus and Cholla WTP due to drought condition from SRP.

EXHIBIT C
Professional Services Agreement

SCHEDULE

See attached.

ATTACHMENT C
Proposed Schedule
City of Glendale
Zones 1-4 Back-Up Groundwater Supply ASR Evaluation

Task #	Item Description	Months>>	1	2	3	4	5	6	7	8	9
1	Zones 1-4 Existing Groundwater Well Assessment										
A	Redundant Supply Capacity Requirements										
B	Assessment of Existing Zones 1-4 Wells										
C	Initial ASR Assessment for Potable CAP Water in Zones 2 & 3										
D	Well Connection Locations and Infrastructure Improvements										
E	Provisions For Pump to Waste Water Discharges										
2	Interconnects To Other Water Systems for Zones 2 & 3										
A	Meeting With Phoenix and Peoria/New River Water										
B	Connection Locations and Infrastructure Improvements										
C	Recommended Improvements and Budgetary Costs										
3	Well Impact/Well Spacing Studies and Permitting										
4	Back-Up Supply Technical Memorandum										
5	Modeling Grids For Water Quality Improvements										
6	City-Wide Distribution System Improvements										
7	Meetings, Coordination and Project Administration										

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rate plus allowable reimbursable expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$199,965.00.

DETAILED PROJECT COMPENSATION

See attached.

ATTACHMENT B

Time and Materials Fee Estimate

Zone 1, 2, 3, and 4 Groundwater Back-Up Supply & ASR

Assessment

Glendale, Arizona

Task		Estimated Costs
Task 1 Zones 1-4 Existing Well Assessment		
1A	RedundantSupply Capacity Requirements	\$ 2,518
1B	Assessment of Existing Zone 1 - 4 City Wells	\$ 34,435
1C	Initial ASR Assessment in Zones 2 & 3 for Potable CAP Water	\$ 15,359
1D	Well Connection Locations and Infrastructure Improvements	\$ 8,229
1E	Provisions For Pump to Waste Discharges	\$ 7,238
Task 2 Zones 2-3 Inter-connects to Other Systems		
2A	Meetings with Phoenix and Peoria/New River	\$ 4,059
2B	Connection Locations and Infrastructure Improvements	\$ 3,288
2C	Recommended Improvments and Budgetary Costs	\$ 4,708
Task 3	Well Impact/Well Spacing Studies and Permitting (≤5 Wells)	\$ 19,745
Task 4	Back-Up supply TM	\$ 25,763
Task 5	Modeling Grids for WQ Improvements	\$ 18,088
Task 6	City-wide Distribution System Improvements Coordination	\$ 2,828
Task 7	Project Management/Meetings	\$ 18,496
SUBTOTAL		\$ 164,754
A	Allowance as Directed by the City	\$ 35,211
TOTAL		\$ 199,965



Legislation Description

File #: 17-110, Version: 1

**AUTHORIZATION TO ENTER A CONSTRUCTION AGREEMENT WITH ACHEN-GARDNER CONSTRUCTION, L.L.C.,
FOR CONSTRUCTION SERVICES FOR WATER LINE REPLACEMENT AT VARIOUS LOCATIONS**

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter a Construction Agreement with Achen-Gardner Construction, L.L.C. (Achen-Gardner) for construction services for waterline replacement at three locations and approve the expenditure of funds in an amount not to exceed \$299,959.

Background

The city's water distribution system is a vast network of water mains, service lines, valves and fire hydrants which foster the conveyance of potable water for domestic and fire protection purposes. There are over 994 miles of water lines, including 24,000 valves, 62,000 service lines and 8,400 fire hydrants.

Moving water through the city's distribution system is a key component in ensuring uninterrupted service and reliability. Proactive rehabilitation and replacement efforts minimize maintenance issues, emergency disruptions and assist with maintaining the integrity of the water distribution system. The project is part of an on-going proactive preventive maintenance effort to maintain the operational reliability of the city's water distribution and fire suppression systems.

The project is needed to install three (3) water mains and one (1) water service line at unique locations city-wide. Currently the existing water lines are undersized and do not meet the current design guidelines and fire flow requirements. The locations include; 53rd Avenue to 54th Avenue on Wescott Road, 79th Avenue to 79th Drive on Carol and the Chase bank service line at 67th Avenue and Peoria. Additionally, the project includes the installation of a new waterline at 67th Avenue and Corrine for SRP Well Site (22) which was relocated by SRP. This will allow the City to pump water from the groundwater Well into the City water distribution system.

Analysis

A Notice to Contractors was issued on February 2, 2017 by the Engineering Department to provide construction services for waterline replacement and new waterline installation at three locations throughout the City. Seven (7) firms submitted bids and Achen-Gardner was determined to be the lowest bid.

Previous Related Council Action

On November 22, 2016, Council approved a professional services agreement with Wilson Engineers, LLC, for design and construction administration services at SRP Well 22.

On April 12, 2016, Council approved a professional services agreement with Strand Associates, Inc. for design and engineering services for fire hydrant and waterline valve replacements and three sections of undersized water lines.

Community Benefit/Public Involvement

The project will enhance the integrity of the water distribution infrastructure, minimize pipeline breakage, service interruptions, and improve water quality.

Budget and Financial Impacts

Funding is available in the adopted FY2016-17 and the proposed FY2017-18 capital budgets. Future year budget appropriation is contingent upon Council approval.

Cost	Fund-Department-Account
\$299,959	2400-61013-550800, Water Line Replacement

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Achen-Gardner Construction, L.L.C., a Arizona limited liability company, authorized to do business in Arizona ("Contractor") as of the ____ day of _____, 20__.

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 the Notice to Contractors and the attached Exhibit A ("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, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- 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. Project.

1.1 Scope. Contractor will provide all services and material 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, providers or consultants retained by City.

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

- (A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to 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.
- (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) 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 Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within ninety (90) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

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 and materials 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 of this Agreement.

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, 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 Hazardous Substances. Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7 Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$299,959, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("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 by the City.

- a. Adjustments to the Scope or 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 and not 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) The 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.

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within thirty (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.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

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 fifteen (15) days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials 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 (7) 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.
- (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 more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 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, "Contractor's Policies"), until each Parties' 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.
 - (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, products and completed operations, 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) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) 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.
- (G) Certificates of Insurance.
 - (1) Within ten (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 this Agreement.
- (H) Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (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).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the 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 acceptable to all parties.

7.2 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 Required Insurance whenever requested.

7.3 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 policy 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.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

- 8. E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

- 10. 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.

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 private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- (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 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.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

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

Achen-Gardner Construction L.L.C.
Attn: Mike Cruse
550 South 79th Street
Chandler Arizona 85226

- (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
Attn: Kelly Hargadin
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

City of Glendale
City Attorney
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 considered 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) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between 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.

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 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. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

15. 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

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Achen-Gardner Construction, L.L.C.
an Arizona limited liability company

By: John Walstrom
Its: President

WOMEN-OWNED/MINORITY BUSINESS ☐ YES ☐ NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

Waterline and/or service replacement at 3 unique areas of work: install approx. 70 ft. of 1" service, 1050 ft. of 6" DIP waterline, 725 ft. of 6" DIP waterline, and reinstallation of associated services. Install all ancillary items related to installations. Bid alternate includes approx. 61 ft. of 12" DIP waterline and ancillary items. All items per project plans and specifications.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

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 \$299,959.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule

Base Bid	\$237,572
Alternate One	<u>\$ 62,387</u>
Total	\$299,959

BID TABULATION

PROJECT 151605 - WATERLINE SEGMENTS (X3) REPLACEMENT

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: FEBRUARY 23, 2017 - 10:00 A.M.

	CONTRACTOR	BID BOND/CHECK	ACKNOWLEDGE ADDENDA 1 & 2	TOTAL BASE BID	TOTAL BID ALTERNATE
1	ACHEN GARDNER CONSTRUCTION, LLC	BID BOND	YES	\$237,572.00	\$62,387.00
2	LINCOLN CONSTRUCTORS, INC.	BID BOND	YES	\$269,527.00	\$38,630.00
3	MCCAIN CONSTRUCTION, LLC	BID BOND	YES	\$277,762.00	\$70,511.00
4	BLUCOR CONTRACTING	BID BOND	YES	\$283,083.00	\$62,076.00
5	REDPOINT CONTRACTING	BID BOND	YES	\$283,760.00	\$68,160.00
6	B & F CONTRACTING, INC.	BID BOND	YES	\$309,976.68	\$64,104.25
7	REDHAWK SOLUTIONS, LLC	BID BOND	YES	\$342,125.50	\$47,561.20
8					
9					
10					



Legislation Description

File #: 17-130, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LSW ENGINEERS ARIZONA, INC., FOR THE ENGINEERING AND DESIGN SERVICES OF THE HVAC REPLACEMENT PROJECT FOR THE GLENDALE PUBLIC SAFETY BUILDING

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Professional Services Agreement with LSW Engineers Arizona, Inc., (LSW Engineers), in an amount not to exceed \$147,325 for the engineering and design services of the air conditioning (HVAC) replacement project at the Glendale Public Safety Building, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional one, one-year renewal.

Background

The Glendale Public Safety Building was constructed in 1989 and the majority of the heating and cooling systems are original to the facility and are due for replacement. The Professional Services Agreement with LSW Engineers is to design the replacement of the existing HVAC equipment throughout the 82,000 SF 2-story Public Safety Building, the 18,000 SF City Courts Building, and the 12,000 SF Detention Building. This includes new chillers, chilled water pumps, cooling tower cleaners, fan coil units, outside air fans, and exhaust fans.

Analysis

LSW Engineers was selected from the pre-qualified Engineering Consultants On-Call List to provide the necessary engineering and design services for this project. The engineering and design services will create the construction drawings for the construction of the HVAC replacement project at the Public Safety Building.

Previous Council Related Action

On January 10, 2017, Council authorized a budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Capital Projects, Building Maintenance Reserve, Miscellaneous CIP (1000-81013-551000) in the amount of \$758,454 to fund various critical or safety-related capital repair and replacement projects at city facilities. The design for replacement of air conditioning units at the Mail Public Safety facility was identified as one of the projects in the budget transfer request.

Community Benefit/Public Involvement

The engineering and design services for this project will consist of HVAC equipment upgrades at the Public Safety Building. These improvements will assist in providing dependable cooling for this facility and will result

in maintenance and energy savings to the city.

Budget and Financial Impacts

Funding is available in Fiscal Year 2016-17 Building Maintenance Reserve Budget. Expenditures with LSW Engineers are not to exceed \$147,325, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$147,325	1000-81013-551000, Bldg. Maintenance Reserve

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
PUBLIC SAFETY BLDG._DESIGN HVAC REPLACEMENT SYSTEM
PROJECT NUMBER 161754

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and LSW Engineers Arizona, Inc, an Arizona Corporation, ("Consultant") as of the ____ day of _____, 2017 ("Effective Date").

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**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within 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 consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, 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 Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant 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. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors 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. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants 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. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor 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 Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with

any other professionals retained by City on the Project ("Coordinating Project Professionals").

- b. Consultant will meet to review the Project, Schedule 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, Consultant 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, Consultant grants to City, and will cause its Subconsultants or Subcontractors 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) Consultant 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. Consultant 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 Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$147,325 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to 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 Consultant 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.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. Consultant 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.

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 Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors 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 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant 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 Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant 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 Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant 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.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$2,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

- a. To the fullest extent permitted by law, Consultant 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 Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), 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, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant 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.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 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).
- 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 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; 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.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

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

LSW Engineers Arizona, Inc.
c/o Philip Mouw
2333 W. Northern Avenue, Suite 9
Phoenix, Arizona 85021

- 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 Michael A. Johnson, Engineering Project Manager
City of Glendale Engineering Department - Suite 315
5850 W. Glendale Avenue
Glendale, Arizona 85301

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 the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant 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.

13. 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.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant 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. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 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.

14.3 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.

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

14.5 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.

14.6 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 reformed to conform with applicable law.

14.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

16. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. **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	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

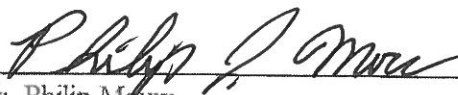
ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

LSW Engineers Arizona, Inc.,
an Arizona Corporation



By: Philip Mouw
Its: Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

SEE ATTACHED:

EXHIBIT A
Professional Services Agreement

PROJECT

PR2017-053 GLENDALE PUBLIC SAFETY BUILDING HVAC EQUIPMENT UPGRADES

This project is understood to be the replacement of the existing 25 year old HVAC equipment throughout the 82,000 SF 2-story Public Safety Building, the 18,000 SF City Courts Building, and the 12,000 SF Detention Building. This includes new chillers, chilled water pumps, cooling tower cleaners, fan coil units, outside air fans, and exhaust fans. The existing plate and frame heat exchanger and 2-year old cooling towers will remain and be reused. The chilled water plant will be converted from a constant flow primary system to a constant flow primary – variable flow secondary system to improve the efficiency for the system. The existing rooftop outside air fans will be replaced with chilled water fan coils, a heat exchanger system, or a chilled water air handler to eliminate the humidity problems within the building. The existing fan coil units will be replaced one for one. Direct drive fan coils units will be used wherever possible in lieu of belt drive units to reduce the required unit maintenance. A few of the fan coils will be relocated to improve their accessibility. A new BACnet building automation system will also be provided. This will include new graphics, 2-way modulating chilled water control valves at each fan coil, motorized valve operators to replace the pneumatic operators, and new controllers.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

SEE ATTACHED:

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

PR2017-053 GLENDALE PUBLIC SAFETY BUILDING HVAC EQUIPMENT UPGRADES

Our engineering services for this project will consist of the following. Services not indicated below are considered outside of our basic scope and will be provided upon request as an additional service.

Mechanical

The mechanical scope for this project is anticipated to include:

Design of central plant upgrades to replace the existing chillers and pumps. This includes converting the chilled water system from constant flow primary to a constant flow primary – variable flow secondary pumping arrangement. The existing cooling towers and plate and frame heat exchanger will be reused. These upgrades also include a new chilled water fan coil unit, refrigerant monitoring, and code required ventilation in the Chiller Room.

Design to replace the existing chilled water fan coils with electric heaters with new similar units. The new units will be provided with direct drive fans wherever possible. A few of the existing units will be relocated to improve their accessibility. The new fan coils will be connected to the existing supply ductwork and rebalanced to the original design air and water flows.

New centrifugal-separator style cooling-tower cleaners will be provided.

The existing building exhaust fans will be replaced like for like. The new fans will be connected to the existing exhaust ductwork and rebalanced to the original design air flows.

The existing rooftop outside air fans will be replaced with new chilled water fan coils, a small air handler, or an energy-recover system. This will allow for pre-conditioning the outside air before it is introduced into the building to eliminate the condensation problem within the buildings.

A new BACnet protocol building automation system will be designed. This includes new sequences of controls, graphics, and controllers throughout the building. All old pneumatic valve actuators will be replaced with new motorized actuators.

Electrical

The electrical scope for this project is anticipated to include:

Design of necessary revisions to the existing electrical power distribution, for the new HVAC equipment. Our design includes connection to the existing power distribution system within this facility. It is

assumed that the existing power distribution system is adequate for this project and design to increase the capacity, modify or replace this system is not assumed as part of the scope of this project.

Revisions to the existing overhead lighting in the Chiller Room to coordinate with the new equipment and piping in the room.

Our design service includes electrical load readings to establish the current baseline power levels. Load readings will be provided by a third party contractor and billed at our cost, including the contractor's billing and our coordination efforts. We have included a separate allowance line item for this service at an estimated cost of \$1,000 per location for four (4) locations.

GENERAL

Our scope will include the following general engineering services for the project:

Site investigation to observe the systems associated with this project (site investigation is limited to accessible areas only).

Prepare AutoCAD background files of the building. These files will not be field verified except as it pertains to the mechanical equipment.

Attend up to four (4) meetings during the design phase of this project.

Design using AutoCAD.

Preparation of an estimate of probable construction cost for the engineering systems designed.

Provide one final set of signed and sealed drawings in electronic portable document format (PDF).

Provide one final set of signed and sealed specifications in electronic portable document format (PDF).

LSW will hire a registered architect to provide design services for a new rooftop screen wall if required by the City for screening of any new rooftop equipment.

LSW will hire a registered structural engineer to prepare structural calculations and building modifications as required for any new rooftop equipment.

EXHIBIT C
Professional Services Agreement
SCHEDULE

SEE ATTACHED:

EXHIBIT C
Professional Services Agreement

SCHEDULE

PR2017-053 GLENDALE PUBLIC SAFETY BUILDING HVAC EQUIPMENT UPGRADES

LSW's estimated design time is the following: Conduct the kick-off meeting is 1 week after notice-to-proceed, receipt of the signed contract and as-built drawings of the facility; Perform site investigation work is 2 weeks after the kick-off meeting; Complete the 30% Owner review submittal is three weeks after the completion of the site investigation work; Complete the 60% Owner review submittal is 3 weeks after the 30% review meeting and receipt of all Owner comments; Complete the 95% Owner review submittal is three weeks after the 60% review meeting and receipt of all Owner comments; Complete the 100% submittal is two weeks after the 95% Owner review meeting and receipt of all Owner comments. This schedule will result in the 100% submittal for plan review occurring on June 30th assuming one (1) week City review period at each submittal and a notice to proceed on or before March 1, 2017.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursement expenses.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$147,325.

DETAILED PROJECT COMPENSATION

See attached Exhibit D.

EXHIBIT D
Professional Services Agreement

COMPENSATION

Our fee for the work outlined above is an hourly not to exceed amount as follows:

PR2015-188 CITY OF GLENDALE CITY HALL HVAC REPLACEMENT		
FEE SCHEDULE		
Task	Hours	Cost
Task 05 – Project Meetings	28	\$4,320.00
Task 10 – Field Investigation/Prepare CAD Files	260	\$26,450.00
Task 20 – 30% Submittal	254	\$27,410.00
Task 22 – 60% Submittal	239	\$26,160.00
Task 30 – 90% Submittal	185	\$20,495.00
Task 50 – 100% Submittal	115	\$13,490.00
Estimated Electrical Panel Load Reading Allowance		\$4,000.00
Architectural Design Allowance		\$10,000.00
Structural Design Allowance		\$5,000.00
Owners Contingency		\$10,000.00
TOTAL PROJECT COST:		\$147,325.00

NOTE: This fee includes all travel expenses incurred within the metropolitan Phoenix area. Travel outside the metropolitan Phoenix area will be billed as a reimbursable expense including, but not limited to, travel, rentals, meals, lodging, and reasonable incidental expenses.

The breakdown of the fee into phases or tasks is for your convenience. The total fee will be the limiting billing factor not each task.



Legislation Description

File #: 17-132, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY CO., INC., FOR THE PURCHASE OF ELECTRICAL SUPPLIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Summit Electric Supply Co., Inc., for electrical supplies in an amount not to exceed \$150,000 for the entire term of the Agreement, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional three, one-year renewals. The initial term of the agreement is effective until February 5, 2018.

Background

The Agreement with Summit Electric Supply Co. Inc. will be used for the purchase of miscellaneous electrical parts, supplies, and tools for City of Glendale facilities on an as-needed basis.

Summit Electric Supply Co., Inc. was awarded a bid by the City of Tempe as described in the Electrical Supplies Contract and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Contract No. T16-101-03 was awarded on February 6, 2016 and is effective through February 5, 2018, and includes an option to renew the contract an additional three, one-year periods, allowing the contract to be extended through February 5, 2021.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article.

Analysis

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This Amendment will allow Facilities Management to continue to provide electrical maintenance and repairs on an as-needed basis to its tenants in city facilities, without interruption of service.

Summit Electric Supply Co. currently provides electrical supplies to the Water Services Department and is capable in adding services for Facilities Management in this separate Agreement.

Previous Related Council Action

On October 25, 2016, Council authorized entering into Amendment No. 1 to the Linking Agreement with Summit Electric Supply Co. Inc., Contract No. C-10913-1, to increase the expenditures of funds in an amount not to exceed \$1,250,000 for the entire term of the Agreement for the Water Services Department.

On June 14, 2016, Council authorized entering into a Linking Agreement with Summit Electric Supply Co. Inc., C-10913, for the purchase of electrical supplies, in an amount not to exceed \$500,000, for the entire term of the agreement and authorized the City Manager to renew the agreement for four, one-year terms, for the Water Services Department.

Community Benefit/Public Involvement

Maintaining proper service to electrical and lighting of city facilities is necessary for the safety of employees who work and individuals who visit these public facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with Summit Electric Supply Co. Inc. are not to exceed \$150,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$150,000	Various

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO., INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Summit Electric Supply Co., Inc., a New Mexico corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 6, 2016, under the Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Electrical Supplies, Contract No. T16-101-03 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was February 6, 2016, until the date the contract expires on February 5, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond February 5, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until February 5, 2018. The City Manager or designee, however, may renew the term of this Agreement for three (3) one-

year periods until the Cooperative Purchasing Agreement expires on February 5, 2021. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Vern Baker
6210 West Myrtle Avenue, Suit 111
Glendale, Arizona 85301
623-930-2679

and

Summit Electric Supply Co., Inc.
c/o Jerimiah Rhoden
205 South 29th Street
Phoenix, Arizona 85034
602-267-1000 X4228

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

"City"

City of Glendale, an Arizona
municipal corporation

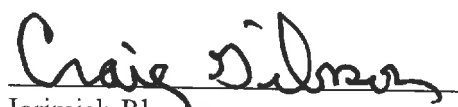
By:

Kevin R. Phelps
City Manager

"Contractor"

Summit Electric Supply Co., Inc.,
a New Mexico corporation

By:


Name: Jerimiah Rhoden
Title: Account Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO., INC.**

**EXHIBIT A
CITY OF TEMPE CONTRACT NO. T16-101-03
ELECTRICAL SUPPLIES**

Contract Renewal Notice

Contract Number T16-101-03
Contract Description Electrical Supplies

Date November 16, 2016

14686

Summit Electric Supply
Jerimiah Rhoden
205 S. 29th Street
Phoenix, AZ 85034

Renewal Information

Beginning February 6, 2017
Ending February 5, 2018
Renewal 1 of 4

Contract Renewal Information

The above referenced contract is requested to be renewed under the same terms and conditions at either current contract prices/discounts or at prices/discounts more favorable to the City of Tempe. Should a price increase be requested, such request must be in conformity to the original City solicitation/contract, must be thoroughly justified, and documented as a true pass-through cost. If a price increase is being requested, contractor will complete and sign this renewal form and attach price increase justification documentation. Any request for a price increase may cause withdrawal of this Contract Renewal Notice. If a contractor has lowered the market price(s) of any item(s) on the City's contract, then such lowered prices should be offered to the City of Tempe. All contract renewals with an annual value of \$50,000 or more must be prior approved by City Council.

Where performance bonds and/or insurance coverage were requirements of the City's original solicitation/contract, a renewing contractor must provide evidence of bonds and/or insurance extensions as applicable to ongoing City of Tempe contract. Failure to provide insurance certificates as outlined below may result in contract cancellation.

Summit Electric Supply certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393

Contractor hereby acknowledges receipt and understanding of this Contract Renewal Notice and that a signed copy of this notice must be filed with the City of Tempe Procurement Office within thirty (30) days from the above noted issue date and the updated insurance certificates (City of Tempe included as additional insured) will be submitted.

Please note: If included, the Affidavit of Compliance form must be completed and returned with the renewal documents. This affidavit is related to the City's new anti-discrimination ordinance that requires compliance from all City contractors.

Procurement Officer	Tony Allen, CPPB	480-350-8548	tony_allen@tempe.gov
Procurement Specialist	Alicia Ruiz	480-350-8648	alicia_ruiz@tempe.gov

To Be Completed and Signed By Summit Electric Supply

Contractor's Name **Summit Electric Supply**

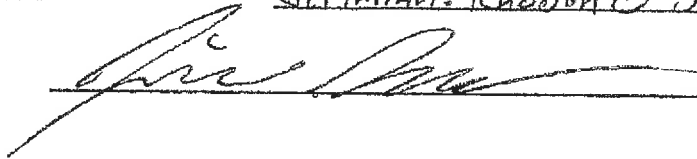
Contractor's Mailing Address **205 S. 29th Street Phoenix, AZ 85034**

Printed name of person signing Jeremiah Rhoden

Phone Number 602-267-1000

email Address Jeremiah.Rhoden@Summit.com

Contractor's Authorized Signature



City of Tempe Contract Renewal Acceptance

Tony Allen 1-30-17
Tony Allen, CPPB Date
Procurement Officer

Michael Greene 1-30-17
Michael Greene, CPM, CPPO Date
Procurement Administrator

Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: T16-101-03

Summit Electric Supply
Jerimiah Rhoden
205 S. 29th Street
Phoenix

AZ 85034

Contract Period 02/06/2016
To
02/05/2017

Phone: (602)267.1000 x4228
Jerimiah.rhoden@summit.com

Vendor Number: 14686

Solicitation/Contract Requirements

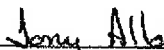
This Contract Award Notice is issued for the purchase of **Electrical Supplies** per the terms, conditions, specifications and requirements of **RFP #16-101**. The contract shall remain in effect through **02/05/2017** unless extended, renewed or canceled per terms and conditions of **T16-101-03**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

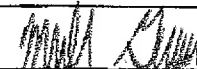
Item No.	Pricing Item Description	Unit Price
	Per Submittal documents	

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T16-101-03**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Division, Attn:**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.


Tony Allen, CPPB
Procurement Officer
(480) 350-8548


Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.

All terms and conditions of this Award Document are per the City's Solicitation Document

Vendor's Offer

"Return this Section with your Response"

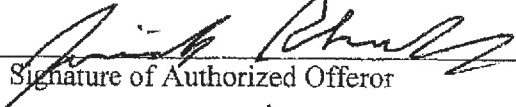
Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: <u>SUMMIT ELECTRIC SUPPLY</u>	
Company Purchase Order Mailing Address:	
Street Address: <u>205 South 29th Street</u>	
City, State, Zip: <u>Phoenix, AZ 85034</u>	
Contact Person: <u>Jerimiah Rhoden</u>	Phone Number: <u>602-267-1000 EXT 4228</u>
E-mail Address: <u>Jerimiah.rhoden@summit.com</u>	Cell Number: <u>602-980-3852</u>
<u>Remit To Information</u>	
Company Name (as it appears on invoice):	<u>SUMMIT ELECTRIC SUPPLY</u>
Company Payment Remit To Address :	
Street Address: <u>PO BOX 848345</u>	
City, State, Zip: <u>Dallas, TX 75284</u>	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	<u>N/A</u>
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	***Not for AR*** Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

 Signature of Authorized Offeror	<u>12/16/17</u> Date
<u>Jerimiah Rhoden</u> Print or Type Name of Authorized Individual	<u>Account Manager</u> Title of Authorized Individual

Proposal Questionnaire

Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	Provide the address of the local facility that will supply parts to the City of Tempe.	205 South 29 th Street Phoenix, AZ 85034
2	Googlemaps distance of your facility to 55 South Priest, Tempe, AZ	6.2 Miles
3	Describe your company and its history – include years in business	Summit Electric Supply was founded in 1977 in Albuquerque, NM. The Phoenix branch has been in operation since 1991. Summits specializes in commercial and industrial electrical distribution.
4	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. <ul style="list-style-type: none"> • Contact Name • Phone Number • Cell Phone Number • e-mail address 	Provide contact information below Primary: Jerimiah Rhoden. 602-267-1000 EXT4228 Cell 602-980-3852. Jerimiah.rhoden@summit.com Backup: Johnny Carbajal. 602-267-100 EXT4225 johnny.carbajal@summit.com
5	What is the dollar value of your local inventory for the type of electrical parts expected to be used by the City of Tempe?	\$2,500,000
6	Do you have a back-up warehouse facility from which you can obtain materials to service this contract? If so, list its address and dollar value of inventory.	Summit does not have a local back up facility. However, we do have 19 other locations to draw material from.
7	What is your normal deliver time after an order is placed?	Summit has 6 delivery trucks that go out at regular times each day. Average delivery time is 2-4 hours.
a	What is your delivery time if an emergency (rush) order is placed?	Within 1 hour
8	What procedures will be employed and what costs would be associated with a "special order" part?	The only costs associated with special orders would be the incoming freight charge if applicable.
9	Do you agree with the requirement that a restocking fee will not be charged for returned parts? (Special order parts would be exempted)	YES
a	If No, please explain to right	
10	Have you included a copy of your line card for products available from your firm and indicated the discount structures associated with the manufacturer on the price sheet?	YES
11	Do you agree to the Terms and Conditions of this RFP?	YES
a	If No, explain to right	
12	List three (3) governmental or large corporate references for which you currently provide similar services. <ul style="list-style-type: none"> • Organization/Firm Name • Contact Name • Phone Number 	Provide Reference Information Below Ping Manufacturing Ken Kays 602-687-5540. City of Chandler Dave Bright 480-215-9838. City of Phoenix Albert

		Barajas 602-374-0672

Proposal Checklist for Submittals

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any information or documents that will clarify your submittal.

Description		Included ✓
1	One signed and complete original of the RFP response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a	Vendor’s Offer has been signed and included with response	✓
2	One (1) additional copy of RFP response on Flash Drive – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a	If utilizing a PDF file format for any additional information submitted with response, please optimize the file (low resolution) to lower memory space requirements	✓
3	Questionnaire has been completed and included	✓
4	Price information is complete and included	✓
5	Line card of available products has been included	✓
a	Discounts offered on product lines has been indicated on price sheet	✓
6	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5) or acceptable alternative	✓
7	Any addendum(s) have been included	✓

Evaluation Criteria

An evaluation committee composed of City staff will review the responses and score them according to the criteria listed below.

Award Criteria		Weight	x	Rating	=	Points
1	Cost	6 (38%)	x		=	
	a Laundry List					
	b Discounts Offered					
2	Inventory and Location	5 (31%)	x		=	
	a Available Product Lines					
	b Available Local and Backup Inventory					
	c Delivery Times					
	d Proximity to Tempe for 'Self-Service' Pick-ups					
3	Firm	4 (25%)	x		=	
	a Experience of Firm					
	b References					
4	Overall response to RFP	1 (6%)	x		=	
	a Quality, composition and completeness of response					
	b Firms acceptance of City's Terms and Condition					
Total						

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	8 to 10
Good	6 to 7.9
Average	3 to 5.9
Poor	0 to 2.9

Price Sheet

Return this Section with your Response

Pricing must be inclusive of all costs including, but not limited to, delivered to a City facility. The City will not pay fuel surcharges or any cost beyond those stated below.

Quantities listed on the Price Sheet are the City's best estimate of annual usage and will be used for evaluation purposes only. These quantities do not obligate the City to order or accept more than actual needs and availability of appropriated funds.

The provided 'laundry list' of commonly used items will be used to evaluate a firms' overall pricing strategy, however, the depth and discounts associated with you 'line card' of available products will weigh heavily in overall scoring of a firm.

Description		Qty	Unit	Cost Ea	Extended Cost
Group 1 – Fuses					
1.	30 AMP x 250 volt dual element	50	Each	\$ 2.77	\$138.50
2.	60 AMP x 250 volt dual element	60	Each	\$ 5.08	\$304.80
3.	100 AMP x 250 volt dual element	25	Each	\$ 11.40	\$285.00
4.	20 AMP x 600 volt dual element	80	Each	\$ 6.16	\$492.80
5.	30 AMP x 600 volt dual element	50	Each	\$ 6.16	\$308.00
6.	75 AMP x 600 volt dual element	35	Each	\$ 24.57	\$859.95
7.	100 AMP x 600 volt dual element	20	Each	\$ 21.81	\$436.20
8.	200 AMP x 600 volt dual element	15	Each	\$ 43.65	\$654.75
Group 2 – Load Centers/Sub Panels					
9.	60 AMP x 2 pole x 240 volt (8 pole position) breaker panel outdoor with 60 AMP main breaker	10	Each	\$ 115.00	\$1,150.00
10.	100 AMP x 2 pole x 240 volt (12 pole position) breaker panel outdoor with 100 AMP main breaker	5	Each	\$ 135.00	\$675.00
Group 3 – Fused Disconnects					
11.	30 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	10	Each	\$ 45.60	\$456.00
12.	60 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$ 76.00	\$304.00
13.	100 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$ 112.00	\$448.00

Group 4 – Switches, Receptacles & Boxes		Qty	Unit	Cost Ea	Extended Cost
14.	20 AMP x 1 pole x 1 throw spec grade toggle	65	Each	\$ 2.62	\$170.30
15.	20 AMP x 120 volt x grounded duplex receptacle	100	Each	\$ 2.61	\$261.00
16.	1 gang handy box with ½" KO	100	Each	\$.85	\$85.00
17.	2 gang handy box with ½" KO	50	Each	\$.97	\$97.00
18.	1 gang handy box with ¾" KO	100	Each	\$.89	\$89.00
19.	2 gang handy box with ¾" KO	50	Each	\$ 1.01	\$101.00
Group 5 – Circuit Breakers					
20.	20 AMP x 240 volt x 1 pole square D type snap in	50	Each	\$ 7.96	\$398.00
21.	20 AMP x 240 volt x 2 pole square D type snap in	35	Each	\$ 17.46	\$611.10
22.	30 AMP x 240 volt x 2 pole square D type snap in	20	Each	\$ 17.46	\$349.20
23.	20 AMP x 240 volt x 1 pole square D type screw on	15	Each	\$ 18.34	\$275.10
24.	20 AMP x 240 volt x 2 pole square D type screw on	25	Each	\$ 41.01	\$1025.25
Group 6 – Electrical Wire (All wire with THHN/THW insulation)					
25.	#12 AWG copper stranded	20,000	Feet	\$ 90.55/M	\$1811.00
26.	#10 AWG copper stranded	5,000	Feet	\$ 144.00/M	\$720.00
27.	#8 AWG copper stranded	3,000	Feet	\$ 228.01/M	\$684.03
28.	#6 AWG copper stranded	2,500	Feet	\$ 355.90/M	\$889.75
29.	#4 AWG copper stranded	2,000	Feet	\$ 548.44/M	\$1096.88
30.	2/0 copper	800	Feet	\$ 1634.69/M	\$1307.75
31.	3/0 copper	1,000	Feet	\$ 2088.04/M	\$2088.04
32.	250 MCM	300	Feet	\$ 2860.66/M	\$858.20
33.	500 MCM	100	Feet	\$ 5049.72/M	\$504.97

Group 7 – Conduit		Qty	Unit	Cost Ea	Extended Cost
34.	½" EMT	2,500	Feet	\$ 21.52/C	\$538.00
35.	¾" EMT	1,500	Feet	\$ 37.21/C	\$558.15
36.	1" EMT	800	Feet	\$ 63.04/C	\$504.32
37.	2" EMT	400	Feet	\$ 147.91/C	\$591.64
38.	2-1/2" EMT	400	Feet	\$ 222.47/C	\$889.88
39.	3" EMT	300	Feet	\$285.23 /C	\$855.69
40.	4" EMT	100	Feet	\$ 384.51/C	\$384.51
41.	½" IMC	500	Feet	\$ 70.57/C	\$352.85
42.	¾" IMC	1,300	Feet	\$ 81.43/C	\$1058.59
43.	1" IMC	1,100	Feet	\$ 122.24/C	\$1344.64
44.	2-½" IMC	1,500	Feet	\$ 510.92/C	\$7663.80
45.	3" IMC	300	Feet	\$ 673.09/C	\$201.93
46.	4" IMC	100	Feet	\$ 888.51/C	\$888.51
Group 8 – Conduit Fittings - Die-Cast					
47.	½" EMT compression connector	200	Each	\$.33	\$66.00
48.	¾" EMT compression connector	125	Each	\$.36	\$45.00
49.	1" EMT compression connector	100	Each	\$.68	\$68.00
50.	2" EMT compression connector	30	Each	\$ 2.98	\$89.40
51.	½" EMT compression coupling	150	Each	\$.33	\$66.00
52.	¾" EMT compression coupling	175	Each	\$.36	\$63.00
53.	1" EMT compression coupling	75	Each	\$.66	\$49.50
54.	2" EMT compression coupling	25	Each	\$ 2.35	\$58.75
55.	½" LB (AL) with cover and composition gasket	15	Each	\$ 6.44	\$96.60
56.	¾" LB (AL) with cover and composition gasket	15	Each	\$ 6.89	\$103.35
57.	1" LB (AL) with cover and composition gasket	15	Each	\$ 8.20	\$1025.00
58.	½" C (AL) with cover and composition gasket	25	Each	\$ 6.44	\$161.00
59.	¾" C (AL) with cover and composition gasket	25	Each	\$ 6.89	\$172.25
60.	1" C (AL) with cover and composition gasket	15	Each	\$8.20	\$1025.00

Pricing Section
"Return this Section with your Response"

Group 9 - Discounts Offered

Manufacturer	Discount	Price list used
SCHNEIDER AUTOMATION PRODUCTS	15-30%	List price
3M - TAPES/CONNECTORS	15-20%	List price
STEEL CITY - OUTDOOR BOXES	45-55%	List price
B-LINE - STRUT AND FITTINGS	20-30%	List price
CROUSE HINDS BOXES AND FITTINGS	50-60%	List price
BRADY	15-20%	List price
FEDERAL SIGNAL/EDWARDS	15-25%	List price
HOFFMAN ENCLOSURES	50-60%	List price
IDEAL INDUSTRIES	35-40%	List price
ILSCO LUGS	30-40%	List price
THOMAS & BETTES LUGS	30-40%	List price
LH DOTTIE HARDWARE	40-50%	List price
SQUARE D PANELS	50-60%	List price
SQUARE D CONTROLS	50-60%	List price
TAYMAC OUTDOOR COVERS	40-50%	List price
THOMAS & BETTES - TY-WRAPS	30-40%	List price
WIREMOLD RACEWAY	10-20%	List price
KLEIN TOOLS	10-25%	List price
GREENLEE TOOLS	25-30%	List price
LUTRON DIMMERS	15-25%	List price
NSI INDUSTRIES	15-25%	List price
INTERMATIC CONTROLS/PHOTO CELLS	25-30%	List price
	%	
	%	
	%	
	%	
	%	
	%	

* Applicable Tax 7.5 - 8.5 % Depending on where product is picked up

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of ___ % ___ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address:

City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:

Kimberly Leamy
Ramona Zapien
Alex Chin

Letters A – H and Numbers
Letters I – Z
General AP Inquiries and AP Checks

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

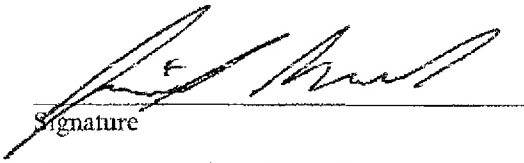
- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached.

OR

X I hereby certify Summit Electric Supply (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5), as well as in compliance with all City of Tempe ordinances, state and federal laws, executive orders, rules, and regulations relating to nondiscrimination.


Signature

Jerimiah Rhoden
Print Name

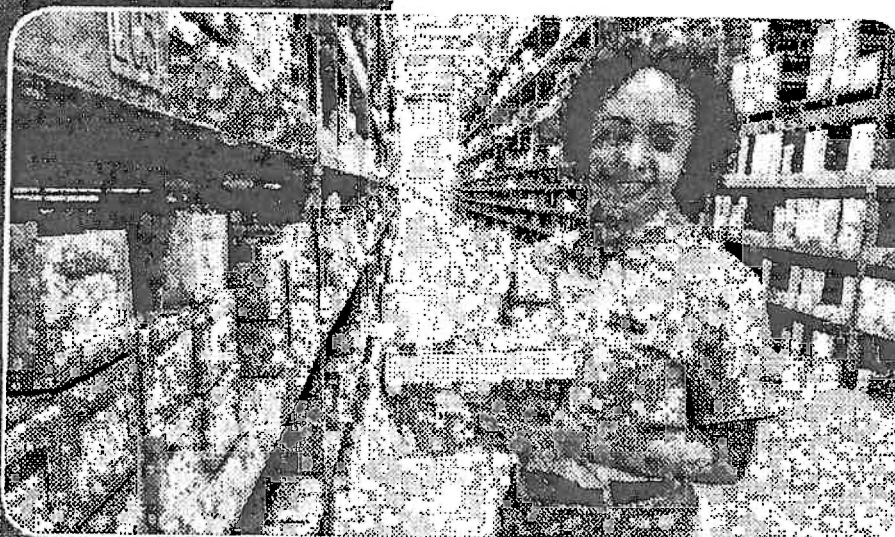
Summit Electric Supply
Company

Date: 12/16/17

Account Manager
Title

800.998.7800 Nationwide

Index of Manufacturers



205 South 29th Street
Phoenix, AZ 85034

Tel: 602.267.1000
Fax: 602.275.4273
Toll Free: 800.821.5743

www.summit.com

3M	Appleton Electric (EGS Industries)	BWF/M. Stephens Manufacturing (Intermatic)	Current Technology Inc. Cutler-Hammer (Eaton)	Firex (Maple Chase Company) FlameSafe Fluke Corporation Focal Point, LLC Fostoria Industries Inc.
A.L.P. Lighting	Applied Technical Products	C.E.W. Lighting Cablotti Cadet Manufacturing Company Cadweld (Erico Products) Cantex Inc. Carhartt Inc. Carlson Electrical Products Carol Cable Company Inc. Cementex Cerro Wire Chance Company, AB ChannelLock Inc.	D.M. Lighting Daniel Woodhead Company Day-Brite Lighting Delta Lightning Arrestors Inc. Daltrol Controls DeWalt Tools Digi-Key Ditek Dottie, L.H. Dual-Lite Duracell USA	G.S. Industries Gardco Emco McPhilben Gardner Bender General Cable Corporation General Electric Industrial Systems Genesis Cable Systems Grasslin Controls Corporation Green Bull Ladders Greenlee Textron GS Metals Corporation
ABB Automation ABB Power T&D Company Inc. Acme Electric Corporation, Power Distribution Products Advance Test Products (Amprobe) Agastat Alan Wire Alcan Cable ALCOA/AFL Telecommunications Afflex Corporation Allied Electronics Allied Moulded Products Inc. Allied Tube & Conduit Alpha Wire Corporation American De-Rosa American Electric Lighting American Excelsior Company American Insulated Wire Corporation American Polywater American Power Conversion Corporation American Saw & Manufacturing Company (Lenox) Ameron Amphenol Amprobe (Advance Test Products) Anicom Antique Street Lamps Inc.	Aztec Heating (Marley Electric) Aztec Washer Company Bauer Corporation BEGA Belden Wire & Cable Company Bell (Raco) Berko Heating (Marley Electric) Blackburn (Thomas & Betts) B-Line Systems (Cooper Industries) Boulder Bag Company Inc. Brad Harrison/Woodhead Brady Industrial Products Brean Manufacturing Company Inc. Brooks Products Inc. Bryant Electric (Hubbell Wiring Devices) Buchanan Construction Products Buck Knives Inc. Burdick (FCI)	Checkpoint Christy Concrete Products Inc. Chromalox Heating and Control Coleman Cable Columbia Lighting Inc. Conduit Pipe Products (Capitol Manufacturing) Consolidated Electronic Wire & Cable Controlled Power Company Cooper Power Systems Cooper Wiring Devices Corning Gilbert CPM Lighting CRC Industries Creative Systems Lighting Crescent Lighting (Genlyte Company) Crouse-Hinds (Cooper Industries) Crydom Corporation	Eagle (Cooper Wiring Devices) Easter-Owens Easy Heat Inc. Eaton (Cutler-Hammer) Edison Fusegear Inc. Edwards Corporation EGS Industries Emergi-Lite E-Mon Corporation Endot Encore Wire Erico Products (Cadweld & Caddy) Essex Wire & Cable Eveready Battery Company Inc. Exide Lightguard	Halo (Cooper Lighting) Harger Lightning & Grounding Hastings Fiber Glass Products Inc. Hazlux Lighting (Thomas & Betts) HighLites Emergency Lighting Hoffman DataComm Hoffman Industrial Products Honeywell Hubbell Lighting Inc. Hubbell Premise Wiring Hubbell Wiring Devices
			Federal Pacific Federal Signal Corporation Fiberstars Fibertek	Ideal DataComm Ideal Industries Inc. Idex Systems and Controls Isco Corporation Indy Lighting Inc.

Summit's Index of Manufacturers is a partial listing of our stock and nonstock vendor partners. Please contact Summit for pricing and availability or if you require a manufacturer which is not listed above.

140 South Bell Street
Phoenix, AZ 85034
Tel: 602.267.1000
Fax: 602.275.4273
Toll Free: 800.821.5743

Insul-8	Lumark (Cooper Lighting)	Nelson Heat Tracing	R	Sylvania (Osram)
Intermatic Incorporated	Lumax Industries	Newark Electronics	Rab Electric Manufacturing	SymDom Inc.
Iota Engineering Company	Lurie Systems	NoDog	Company Inc.	T
IPEX	Lutron	Nora Lighting	Raco	TayMac Corporation
(Scepter Electrical	M	Norcom/CDT	(Hubbell Wiring Devices)	Telemechanique (Square D)
Systems)	M. H. Rhodes Inc.	NGRDX/CDT	Rangaire	Thermoweld
Iris (Cooper Lighting)	Mag Instrument	NSI Industries Inc.	Raychem/Chemelx	Thomas & Betts
ITC	Company (Maglite)	NuTone Inc.	Ray-O-Vac	Corporation
J	Magnetek Drives	G	Regal Manufacturing	TimeMark Corporation
JayBee Products Inc.	& Systems	Ocal Inc.	Reiker Enterprises	Tork Time Controls
JDS Products Inc.	Magnetek Lighting	Okonite	(Pass & Seymour)	Turck
Jefferson (MagneTek)	& Electrical	Optical Cabling Systems	Rhino Ropes	T
J-M Manufacturing	Manhattan Wire	Otronics Inc.	Ridgid Tool Company	U.S. Architectural Lighting
Company	and Cable	Osram/Sylvania	Robroy Industries Inc.	Unicom
Joslyn Electronic Systems	Marley Electric	O-Z/Gadney	Russell Stoll	Unity Manufacturing
Juno	Master Lock Company	(EGS Industries)	(Thomas & Betts)	Universal Electric Mast
K	McGill Electric	P	S	Company (UEMCO)
Keeper Corporation	(EGS Industries)	Panduit Corporation	Salisbury (W H) & Company	Universal Enclosure Systems
Kenyon Manufacturing Inc.	McGraw-Edison	Paragon (Maple Chase)	Schneider Automation	Universal Lighting
Kichler Lighting	Mersen (Ferraz Shawmut)	Pass & Seymour/Legrand	Sea Gull Lighting	Technologies
Kilark	Metelux (Cooper Lighting)	Penn Insulator Inc.	Selecta Switch Inc.	U
Klein Tools Inc.	MGM Transformer	Penn-Union Corporation	Shat-R-Shield Inc.	Venture Lighting
Knopp Inc.	Company	Permacel	Siemens Energy &	Vynckier Enclosure Systems
Kramer Lighting	Microswitch (Honeywell)	Perma-Cote	Automation Inc.	W
L	Midwest Electric	Phoenix	Simkar	W.F. Harris Lighting
L.H. Dotie Company	Products Inc.	Pilla Electrical Products	SL Waber Inc.	Wago Corporation
Leatherman Tool Group Inc.	Milbank Manufacturing	Pirelli Cable	SLI Lighting Solution	Walker Systems Inc.
Lenox	Company	Plymouth Rubber	Sola/Hevi-Duty	(Wiremold)
(American Saw &	Milwaukee Electric	Company Inc.	Southwire	Warrick Controls Inc.
Manufacturing	Tools Corporation	Porcelain Products	Specified Technologies Inc.	Watt Stopper Inc.
Company)	Modicon (Square D)	Porta Systems	Spero Electric Corporation	(Legrand)
Leviton Manufacturing	Motex Premise Networks	Potter & Brumfield	SPI Lighting	Weidmuller
Company Inc.	Motion Industries	Poulsen Lighting	Square D	Wej-it Fastening Systems
Light Guard Systems Inc.	Motorola Lighting	Powers Rawl Fastening	(Groupe Schneider)	West Penn Wire Company
Lightolier/Forecast	Mueller Electric Company	Products	Sta-Lube Inc.	Westinghouse
LiteControl Corporation	Murray Electrical Products	Precision	Stanley Tools	Wiegmann
Litefab Corporation	Musco Sports Lighting Inc.	Prescolite	Steel City	(Hubbell Wiring Devices)
Lithonia Lighting	Myers Electric Products	Progress Lighting	(Thomas & Betts)	Winmore
Louisville Ladder	N	Q	Stanco Lighting	Wiremold Company
Group, LLC	National Fire Protection	Quality Lighting	Sun Valley Electric	X,Y,Z
LSI Midwest Lighting	Association (NFPA)	Quazite Composite	Manufacturing	Zumtobel Staff Lighting
	NCI Products	(Strongwell)	Superior Modular Products	
	(Regent Lighting)		Sure-Lites (Cooper Lighting)	

Summit's Index of Manufacturers is a partial listing of our stock and nonstock vendor partners. Please contact Summit for pricing and availability or if you require a manufacturer which is not listed above.

ARIZONA**Phoenix**

T: 602.267.1000 F: 602.275.4273

LOUISIANA**Broussard**

T: 337.837.3041 F: 337.837.6579

Gonzales

T: 225.647.5600 F: 225.644.8287

New Orleans

T: 504.535.2600 F: 504.818.1236

NEW MEXICO**Albuquerque**

T: 505.346.9000 F: 505.346.1616

Farmington

T: 505.326.9300 F: 505.326.1620

Santa Fe

T: 505.438.8400 F: 505.438.3300

OKLAHOMA**Waynoka**

T: 817.713.9852 F: 817.222.9200

TEXAS**Abilene**

T: 325.691.9600 F: 325.691.9599

Austin

T: 512.246.2800 F: 512.248.2680

Beaumont

T: 409.842.5118 F: 409.842.5977

Clute

T: 979.265.8400 F: 979.265.9379

Corpus Christi

T: 361.698.3300 F: 361.884.1889

Dallas

T: 214.357.7000 F: 214.956.9010

El Paso

T: 915.778.2600 F: 915.772.7736

Fort Worth

T: 817.831.4500 F: 817.222.9200

Houston

T: 713.230.6300 F: 713.236.2151

Kenedy

T: 830.583.3600 F: 830.583.3601

La Porte

T: 281.241.2000 F: 281.241.2001

Pearsall

T: 830.334.5300 F: 830.334.3089

San Antonio

T: 210.824.5500 F: 210.826.8700

Victoria

T: 361.573.2800 F: 361.573.2899

Waco

T: 254.776.2300 F: 254.741.6999

MIDDLE EAST SALES**Dubai**

United Arab Emirates

T: 971 (0) 4 8870216

F: 971 (0) 4 8870217

DIVISIONS**Marine Division**

T: 504.535.2600 F: 504.818.1236

EP&C Division

T: 713.230.6300 F: 713.236.2188

International Sales

T: 713.230.6300 F: 713.236.2188

CUSTOM FABRICATION**Summit Industries**

T: 505.881.8375 F: 505.348.3638



800.958.7800 Nationwide



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REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 16-101

RFP ISSUE DATE: 11/20/2015

Commodity Code(s): 033-05

PROCUREMENT DESCRIPTION: Electrical Supplies

PROPOSAL DUE DATE/TIME: Thursday, December 17, 2015, 3:00 P.M. Local Time
Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280

Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: Monday, December 7, 2015, 5:00 P.M., Local Time

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen, CPPB

E-mail: tony_allen@tempe.gov

Phone No: (480)350.8548

Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/procurement and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, one (1) additional copy of RFP response on Flash Drive is also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene

Michael Greene, C.P.M.

Central Services Administrator

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: _____	
Company Purchase Order Mailing Address:	
Street Address: _____	
City, State, Zip: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Cell Number: _____
<u>Remit To Information</u>	
Company Name (as it appears on invoice): _____	
Company Payment Remit To Address :	
Street Address: _____	
City, State, Zip: _____	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____	
<u>Payment Options</u>	
Will your company accept the City's Master Card for payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____ Signature of Authorized Offeror	_____ Date
_____ Print or Type Name of Authorized Individual	_____ Title of Authorized Individual

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (<http://documents.tempe.gov/sirepub/web>).
15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall

be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.
18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal

requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.
21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.
22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.
23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. 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 sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.
- Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.
12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
 - B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
 - i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.
 - C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
 - D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
 - E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- 17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.
- 18. **Force Majeure:**
 - A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.

B. Force majeure shall not include the following occurrences:

- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
36. **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.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not

operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
 - C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

8. **Insurance:**

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

- a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

- b. **Worker's Compensation**

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver. The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

9. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Package Label

Please cut out and attach the following label to the outside of your submission.

RFP 16-101
Electrical Supplies
Due Date: Thursday, December 17, 2015
Submitting Firm: _____
Address: _____

When dropping off at the Procurement office, dial 8329 for assistance.

Proposal response must be in the possession of the City of Tempe Procurement Office by the stated due date and time.

US Mail parcels sent to the City of Tempe PO Box may not be delivered to the Procurement Office for 24 hours or more after receipt by the City because of internal mail processing procedures. Please keep this potential time delay in mind when **US Mail Service** is utilized.

Delivery addresses are shown below for your convenience.

If sending via US Mail:

Tony Allen
City of Tempe
Internal Services/Procurement Office
P O Box 5002
Tempe, AZ 85280

If sending via courier, FedEx, UPS or hand delivery:

Tony Allen
City of Tempe
Internal Services/Procurement Office
20 E Sixth St (2nd Floor)
Tempe, AZ 85281

Format of Documents

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions, and provide pricing within the actual document. **The answers boxes in the tables are auto expanding and will allow you to insert as much information as you feel is required.**

Any supplemental documentation that you feel is necessary for your response should be in pdf format, however, the scan should be optimized to low resolution.

For both the hard copy and flash drive copies it is only necessary to include the items marked:

“Return this Section with your Response”

However, each respondent may submit any information it feels necessary to complete their submission.

Scope of Work

The City of Tempe is seeking proposals to establish a one-year contracts with four one-year renewal options, exercisable based on future pricing and performance of the awarded firms, for the supply of miscellaneous Electrical Parts, Supplies and Tools.

The City intends to make multiple awards (a maximum of 3 firms is anticipated) to insure availability of needed parts and supplies.

The contracts will consist of two elements:

- Orders will be placed and items delivered by firm
 - It is preferred that the vendor deliver available products within 24 hours from order placement
 - All delivery costs for non-special order materials must be included in pricing
- Pick-up at firms' facility by a Tempe employee
 - Because of this element, it is preferred that the selected vendor(s) have a local inventory outlet within the immediate geographic area of Tempe, not exceeding an approximate 10 mile radius of 55 South Priest – Tempe, Arizona to allow for the pick-up of parts by City personnel when needed.

The vendor's inventory of high quality electrical parts and supplies and must be of sufficient quantity and variety to cover the majority of the City's electrical parts needs.

Due to the depth of product lines carried by most vendors, a line card illustrating all product lines carried by the firm shall be submitted and will be considered as part of the evaluation process.

There shall be no restocking fees for unused returned parts – special order items are exempted from this requirement.

The City of Glendale has indicated a desire to participate in this solicitation, however, no purchases can be guaranteed.

Proposal Questionnaire

Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	Provide the address of the local facility that will supply parts to the City of Tempe.	
2	Googlemaps distance of your facility to 55 South Priest, Tempe, AZ	
3	Describe your company and its history – include years in business	
4	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. <ul style="list-style-type: none"> • Contact Name • Phone Number • Cell Phone Number • e-mail address 	Provide contact information below
5	What is the dollar value of your local inventory for the type of electrical parts expected to be used by the City of Tempe?	
6	Do you have a back-up warehouse facility from which you can obtain materials to service this contract? If so, list its address and dollar value of inventory.	
7	What is your normal deliver time after an order is placed?	
a	What is your delivery time if an emergency (rush) order is placed?	
8	What procedures will be employed and what costs would be associated with a "special order" part?	
9	Do you agree with the requirement that a restocking fee will not be charged for returned parts? (Special order parts would be exempted)	
a	If No, please explain to right	
10	Have you included a copy of your line card for products available from your firm and indicated the discount structures associated with the manufacturer on the price sheet?	
11	Do you agree to the Terms and Conditions of this RFP?	
a	If No, explain to right	
12	List three (3) governmental or large corporate references for which you currently provide similar services. <ul style="list-style-type: none"> • Organization/Firm Name • Contact Name • Phone Number 	Provide Reference Information Below

Proposal Checklist for Submittals

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any information or documents that will clarify your submittal.

Description		Included √
1	One signed and complete original of the RFP response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a	Vendor’s Offer has been signed and included with response	
2	One (1) additional copy of RFP response on Flash Drive – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a	If utilizing a PDF file format for any additional information submitted with response, please optimize the file (low resolution) to lower memory space requirements	
3	Questionnaire has been completed and included	
4	Price information is complete and included	
5	Line card of available products has been included	
a	Discounts offered on product lines has been indicated on price sheet	
6	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5) or acceptable alternative	
7	Any addendum(s) have been included	

Evaluation Criteria

An evaluation committee composed of City staff will review the responses and score them according to the criteria listed below.

Award Criteria		Weight	x	Rating	=	Points
1	Cost	6 (38%)	x		=	
	a Laundry List					
	b Discounts Offered					
2	Inventory and Location	5 (31%)	x		=	
	a Available Product Lines					
	b Available Local and Backup Inventory					
	c Delivery Times					
	d Proximity to Tempe for 'Self-Service' Pick-ups					
3	Firm	4 (25%)	x		=	
	a Experience of Firm					
	b References					
4	Overall response to RFP	1 (6%)	x		=	
	a Quality, composition and completeness of response					
	b Firms acceptance of City's Terms and Condition					
Total						

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	8 to 10
Good	6 to 7.9
Average	3 to 5.9
Poor	0 to 2.9

Price Sheet

Return this Section with your Response

Pricing must be inclusive of all costs including, but not limited to, delivered to a City facility. The City will not pay fuel surcharges or any cost beyond those stated below.

Quantities listed on the Price Sheet are the City's best estimate of annual usage and will be used for evaluation purposes only. These quantities do not obligate the City to order or accept more than actual needs and availability of appropriated funds.

The provided 'laundry list' of commonly used items will be used to evaluate a firms' overall pricing strategy, however, the depth and discounts associated with you 'line card' of available products will weigh heavily in overall scoring of a firm.

Description		Qty	Unit	Cost Ea	Extended Cost
Group 1 – Fuses					
1.	30 AMP x 250 volt dual element	50	Each	\$	\$
2.	60 AMP x 250 volt dual element	60	Each	\$	\$
3.	100 AMP x 250 volt dual element	25	Each	\$	\$
4.	20 AMP x 600 volt dual element	80	Each	\$	\$
5.	30 AMP x 600 volt dual element	50	Each	\$	\$
6.	75 AMP x 600 volt dual element	35	Each	\$	\$
7.	100 AMP x 600 volt dual element	20	Each	\$	\$
8.	200 AMP x 600 volt dual element	15	Each	\$	\$
Group 2 – Load Centers/Sub Panels					
9.	60 AMP x 2 pole x 240 volt (8 pole position) breaker panel outdoor with 60 AMP main breaker	10	Each	\$	\$
10.	100 AMP x 2 pole x 240 volt (12 pole position) breaker panel outdoor with 100 AMP main breaker	5	Each	\$	\$
Group 3 – Fused Disconnects					
11.	30 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	10	Each	\$	\$
12.	60 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$	\$
13.	100 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$	\$

Group 4 – Switches, Receptacles & Boxes		Qty	Unit	Cost Ea	Extended Cost
14.	20 AMP x 1 pole x 1 throw spec grade toggle	65	Each	\$	\$
15.	20 AMP x 120 volt x grounded duplex receptacle	100	Each	\$	\$
16.	1 gang handy box with ½" KO	100	Each	\$	\$
17.	2 gang handy box with ½" KO	50	Each	\$	\$
18.	1 gang handy box with ¾" KO	100	Each	\$	\$
19.	2 gang handy box with ¾" KO	50	Each	\$	\$
Group 5 – Circuit Breakers					
20.	20 AMP x 240 volt x 1 pole square D type snap in	50	Each	\$	\$
21.	20 AMP x 240 volt x 2 pole square D type snap in	35	Each	\$	\$
22.	30 AMP x 240 volt x 2 pole square D type snap in	20	Each	\$	\$
23.	20 AMP x 240 volt x 1 pole square D type screw on	15	Each	\$	\$
24.	20 AMP x 240 volt x 2 pole square D type screw on	25	Each	\$	\$
Group 6 – Electrical Wire (All wire with THHN/THW insulation)					
25.	#12 AWG copper stranded	20,000	Feet	\$	\$
26.	#10 AWG copper stranded	5,000	Feet	\$	\$
27.	#8 AWG copper stranded	3,000	Feet	\$	\$
28.	#6 AWG copper stranded	2,500	Feet	\$	\$
29.	#4 AWG copper stranded	2,000	Feet	\$	\$
30.	2/0 copper	800	Feet	\$	\$
31.	3/0 copper	1,000	Feet	\$	\$
32.	250 MCM	300	Feet	\$	\$
33.	500 MCM	100	Feet	\$	\$

Group 7 – Conduit		Qty	Unit	Cost Ea	Extended Cost
34.	½" EMT	2,500	Feet	\$	\$
35.	¾" EMT	1,500	Feet	\$	\$
36.	1" EMT	800	Feet	\$	\$
37.	2" EMT	400	Feet	\$	\$
38.	2-1/2" EMT	400	Feet	\$	\$
39.	3" EMT	300	Feet	\$	\$
40.	4" EMT	100	Feet	\$	\$
41.	½" IMC	500	Feet	\$	\$
42.	¾" IMC	1,300	Feet	\$	\$
43.	1" IMC	1,100	Feet	\$	\$
44.	2-½" IMC	1,500	Feet	\$	\$
45.	3" IMC	300	Feet	\$	\$
46.	4" IMC	100	Feet	\$	\$
Group 8 - Conduit Fittings - Die-Cast					
47.	½" EMT compression connector	200	Each	\$	\$
48.	¾" EMT compression connector	125	Each	\$	\$
49.	1" EMT compression connector	100	Each	\$	\$
50.	2" EMT compression connector	30	Each	\$	\$
51.	½" EMT compression coupling	150	Each	\$	\$
52.	¾" EMT compression coupling	175	Each	\$	\$
53.	1" EMT compression coupling	75	Each	\$	\$
54.	2" EMT compression coupling	25	Each	\$	\$
55.	½" LB (AL) with cover and composition gasket	15	Each	\$	\$
56.	¾" LB (AL) with cover and composition gasket	15	Each	\$	\$
57.	1" LB (AL) with cover and composition gasket	15	Each	\$	\$
58.	½" C (AL) with cover and composition gasket	25	Each	\$	\$
59.	¾" C (AL) with cover and composition gasket	25	Each	\$	\$
60.	1" C (AL) with cover and composition gasket	15	Each	\$	\$

[illegible][illegible]

* Applicable Tax _____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, Form 201-B (RFP) included in this Request for Proposal.**

Less prompt payments discount terms of ___ % ___ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

In order to facilitate internal control and accounting, each City Department will order and must be invoiced separately. Monthly invoices must be segregated by City Department number and mailed or delivered directly to the City Customer Department. For most materials, there will be between three (3) and six (6) ordering departments. At the time an order is placed, the Contractor must obtain the ordering department's cost center numbers for billing purposes. The use of the department's cost center numbers will be in addition to the purchase order number. Once a month, the Contractor shall submit a consolidated statement which shall itemize the invoice numbers, invoice date, invoice amounts, and the total amount billed to Accounting. Discount offering will be based upon days from receipt of the consolidated monthly statement. Invoice(s) shall not show previous balances.

Invoices shall include:

1. Listing Of All Delivery/Pickup Receipt Numbers Being Invoiced.
2. Total Cost Per Item.
3. Applicable Tax.
4. Payment Terms.
5. Blanket Purchase Order Number.

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to bill contracted vendor for researching invoices that have been paid, but not properly applied by vendor account receivables office.

Statement mailing address: City of Tempe
Accounting (see below for your contact)
P.O. Box 5002
Tempe, Arizona 85280
Phone: 480-350-8355

Accounting Contacts:	Kimberly Leamy	Letters A -- H and Numbers
	Ramona Zapien	Letters I -- Z
	Alex Chin	General AP Inquiries and AP Checks



**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached.

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5), as well as in compliance with all City of Tempe ordinances, state and federal laws, executive orders, rules, and regulations relating to nondiscrimination.

Signature

Date: _____

Print Name

Title

Company

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO., INC.**

**EXHIBIT B
Scope of Work**

PROJECT

Vendor will provide miscellaneous electrical parts, supplies and tools for City of Glendale Facilities on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO., INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Tempe Contract, No. T16-101-03, for the purchase of miscellaneous electrical parts, supplies and tools for City of Glendale Facilities on an as needed basis.



Legislation Description

File #: 17-134, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRI-DIM FILTER CORPORATION FOR FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Tri-Dim Filter Corporation for filter replacement and maintenance of air handling units in an amount not to exceed \$300,000 for the entire term of the agreement, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional one, two-year renewal. The initial term of the agreement is effective until October 29, 2018.

Background

The Agreement with Tri-Dim Filter Corporation will be used for filter replacement and maintenance of air handling units at City of Glendale facilities on an as-needed basis.

Tri-Dim Filter Corporation was awarded a bid by the City of Tucson as described in the Filter Replacement and Maintenance of Air Handling Units Contract and staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Contract No. 151294 was awarded on October 30, 2015 and is effective through October 29, 2018, and includes an option to renew the contract an additional one, two-year renewal, allowing the contract to be extended through October 29, 2020.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Analysis

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This Agreement will allow Facilities Management to continue to provide replacement of filters and maintenance of air handling units as-needed to its tenants in city facilities, without interruption of service.

Community Benefit/Public Involvement

Replacement of filters and maintenance of air handling units are necessary for the safety of employee who work and individuals who visit these public facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with Tri-Dim Filter Corporation are not to exceed \$300,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$300,000	Various

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRI-DIM FILTER CORPORATION**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Tri-Dim Filter Corporation, a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On October 30, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Tucson entered into a contract with Contractor to purchase the goods and services described in the Filter Replacement and Maintenance of Air Handling Units, Contract No. 151294 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was October 30, 2015, until the date the contract expires on October 29, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond October 29, 2020. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October 29, 2018.

The City Manager or designee, however, may renew the term of this Agreement for one (1) two-year periods until the Cooperative Purchasing Agreement expires on October 29, 2020. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars (\$300,000) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Vern Baker
6210 West Myrtle Avenue, Suit 111
Glendale, Arizona 8530
623-930-2679

and

Tri-Dim Filter Corporation
c/o Kirk Poteet
2252 N. 23rd Drive
Phoenix, AZ 85009
602-253-2122

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

"Contractor"

Tri-Dim Filter Corporation .,
a Delaware corporation

By: _____
Name: Kirk Poteet
Title: Branch Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRI-DIM FILTER CORPORATION**

**EXHIBIT A
FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS**

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4128 / FAX: (520) 791-4735
TerryL.Robinson@tucsonaz.gov
ISSUE DATE: JUNE 1, 2016

CONTRACT #151294-01
CONTRACT AMENDMENT NUMBER: ONE (1)
PAGE 1 of 1
TR/lr
CONTRACT OFFICER: TERRY L ROBINSON

FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM NO. ONE (1): CONTRACT RENEWAL

In accordance with Contract No. 151294 – SPECIAL TERMS AND CONDITIONS; SECTION 2. TERM AND RENEWAL; the parties hereby agree to renew the contract for the period of 2 Years, from October 30, 2016 through October 29, 2018.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: Tri-Dim Filter Corp.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.

 7/6/16

Signature of person authorized to sign _____ Date

ADAM SCHWARTZ - DISTRICT SALESMANAGER

Name and Title (typed or printed legibly)

TRI-DIM FILTER CORPORATION

Company Name

2252 N. 23rd Dr.

Address

A.SCHWARTZ@TRI-DIM.COM

Email Address

PHOENIX AZ 85009

City

State

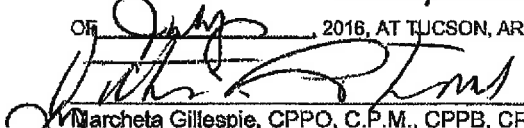
Zip

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT

IS HEREBY EXECUTED THIS 19th DAY

OF July, 2016, AT TUCSON, ARIZONA.


Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

Contact information for Sales/Account Representative
for daily business operations:

ADAM SCHWARTZ

Name and Title (typed or printed legibly)

602 616 1142

Phone Number

A.SCHWARTZ@TRIDIM.COM

Email Address

Contract #151294

Filter Replacement & Maintenance of Air Handling Units

Table of Contents

- 1. Negotiated Pricing Dated 10/5/15**
- 2. TRI DIM's Response to RFP**
 - a. Offer and Acceptance**
 - b. Qualifications and Experience**
 - c. Method of Approach**
- 3. RFP #151294**

1. Final Negotiated Fees

RFP 151294 NEGOTIATION PRICE PAGE
FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

ON-CALL FILTER REPLACEMENT / COIL CLEANING HOURLY RATES:

Regular Hours \$30.00/Hour

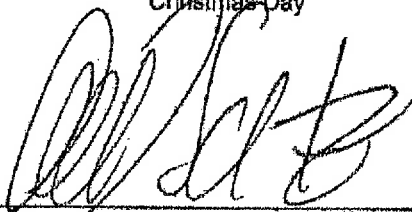
Definitions of Terms:

Regular Business Hours: Monday through Friday, 7:00 am to 4:00 p.m., excluding holidays.

New Year's Day
Memorial Day
Labor Day
Christmas Day

Martin Luther King Jr. Day
Independence Day
Veteran's Day

President's Day
Cesar Chavez Day
Thanksgiving Day



Signature of Person Authorized to Sign

Adam Schwartz

Printed Name

District Sales Manager

Title

10/05/2015

Date

2. TRI DIM's Response to RFP

a. Offer and Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Tri-Dim Filter Corporation
Company Name

2252 N. 23rd Drive
Address

Phoenix, AZ 85009
City State Zip

[Signature]
Signature of Person Authorized to Sign

Adam Schwartz
Printed Name

District Sales Manager
Title

Name: Adam Schwartz

Title: District Sales Manager

Phone: 602-253-6700

cell - 602-616-1142

Fax: 602-253-2122

E-mail: a.schwartz@tridim.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 151294.

Approved as to form this _____ day of _____, 2015.

CITY OF TUCSON, a municipal corporation

Awarded this _____ day of _____, 2015.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

b. Qualifications and Experience



2252 North 23rd Drive
Phoenix, Arizona 85009

Contact Person: Adam Schwartz

Tel: (602) 253-6700
Cell: (602) 616-1142
Fax: (602) 253-2122

Email: a.schwartz@tridim.com

Website: www.tridim.com

NAICS: 333411

D&B: 609178116

CERTIFICATIONS:
GSA # GS07F0529U
Expiration Date: 09/07/2018

CAPABILITY STATEMENT

BUSINESS SUMMARY

Tri-Dim Filter Corporation is a 40 year old, privately owned HVAC air filter manufacturer. Tri-Dim is the largest privately owned air filter manufacturer in the United States. Tri-Dim has a nationwide direct sales force, 5 manufacturing facilities, as well as 10 distribution centers across the United States.

CAPABILITIES

Tri-Dim Filter Corporation manufactures all types of HVAC filters for a variety of industries including: healthcare, pharmaceutical, automotive, OEM, as well as commercial building applications.

Tri-Dim also provides extensive service capabilities including the installation of air filters as well as field testing of filters in system. Tri-Dim also provides HVAC equipment cleaning including duct work.

Tri-Dim's factory trained national direct sales force creates homogenous applications of filter standards on a national basis for a variety of industries.

ORGANIZATIONS

Tri-Dim is a member of ASHRAE (the governing body for the HVAC industries), and NAFA (National Air Filter Association).

EQUIPMENT

Tri-Dim has a corporate testing facility and clean room capabilities including the manufacture of Surgical Hepa Filters.

EXPERTISE

Tri-Dim's engineering staff includes a PHD, Dr. Clifton Draper, as well as our degreed engineering leaders, Bruce Duffy and Rodney Payne. Tri-Dim Filter Corporation is a healthcare specialist company and trains its field representatives in contaminant control and HAI (hospital acquired infections), avoidance, and containment.

CLIENTS

Tri-Dim has a diverse catalogue of clients including 21 VA Hospitals nationwide, Boeing, Target, Chrysler, Pfizer, GM, and Ford Motor Company to name a few.

c. Method of Approach



Indoor Environmental Technology Division

Air Quality & Environmental Cleaning Services



IET

Indoor Environmental Technology

Air Quality & Environmental Cleaning Services

T
E
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T
I
N
G

A Division of

TRI-DIM
FILTER CORPORATION

(800) 275-4722



**It began with
a brilliant innovation
over 35 years ago...**

John Stanley introduced filter technology that dramatically increased the efficiency and service life of air filters. Delivering superior air filtration and protection of equipment. Reducing operating expenses. And of course—providing cleaner air.

Today, Tri-Dim and its Indoor Environmental Technology division continue that tradition of innovation. Providing you with the full range of products and services needed to ensure a clean, high quality work environment. Efficiently. Cost-effectively. With the professionalism you expect from an Industry leader.

IET staff average over 15 years of experience, and know the surest route to a cleaner work environment. With certifications and training from the leading organizations in the industry. And backed by state-of-the-art equipment and technology.

IET service is about more than cleaner air. It's about creating optimal work conditions. Helping to maintain the highest quality of products and services. And delivering the total benefit of a cleaner work environment.

IET 
Indoor Environmental Technology

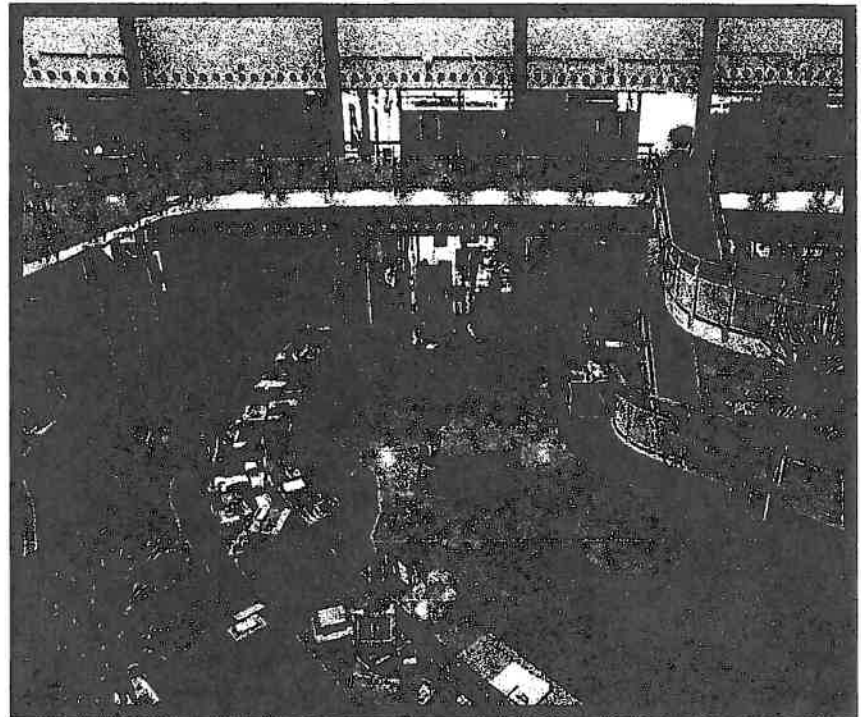
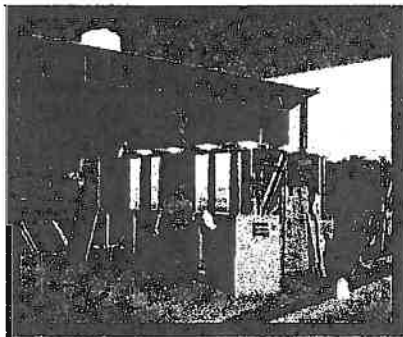
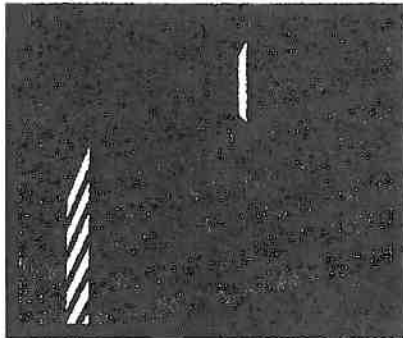
A division of
Tri-Dim Filter Corporation

Over 35 years of innovation & proven results



TRI-DIM FILTER CORPORATION

I N D O O R E N V R O N M E N T A L



Commercial & Retail Services

Now more than ever, a clean, safe facility is an absolute necessity for building owners and managers. From day-to-day air handling systems, to pristine manufacturing functions, to specialized cleanups, a clean work environment is essential.

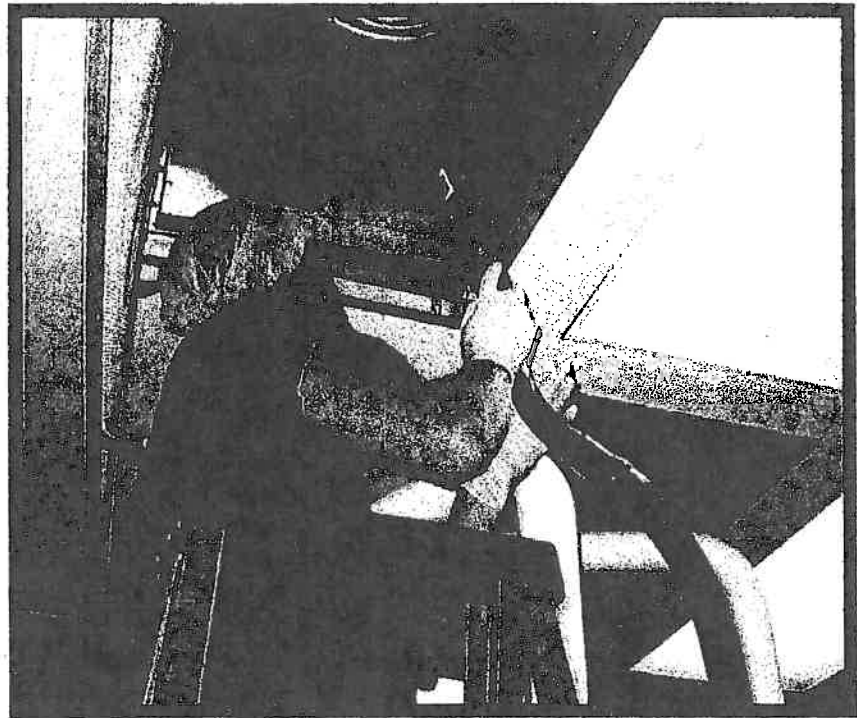
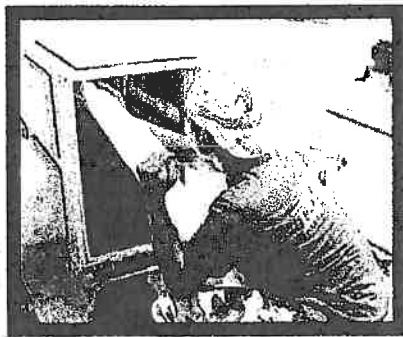
One call to Tri-Dim's IET division taps into a full spectrum of services critical to air and overall environmental quality.

Air Quality Services

- ▲ Air Quality Testing
- ▲ Air Handling Unit Cleaning & Refurbishment
- ▲ Air Conveyance Cleaning
- ▲ Filtration Products
- ▲ Filter Changing Service
- ▲ Kitchen Exhaust Cleaning

Specialty Services

- ▲ Mold Remediation
- ▲ Pigeon Dropping Cleanup
- ▲ Selective Demolition
- ▲ Protective Coatings
- ▲ Fire Restoration
- ▲ Soda Machine & Water Cooler Service
- ▲ High Reach Cleaning



Filter Changing Service

Where do you find the ideal filter changing service? From the filter experts, of course. Our experience manufacturing the most innovative filters in the industry makes us uniquely qualified to provide the most comprehensive filter management system. The result is the assurance that your environmental systems are operating at peak efficiency. With the knowledge that you're providing a high quality environment and ensuring the longest possible useful life for your equipment and systems.

Preventive Maintenance Management System

- ▲ Error-free scheduling via computerized work order management system
- ▲ Inventory control
- ▲ Complete maintenance database tracks all equipment and filter data
- ▲ Spot inspections providing all necessary maintenance alerts

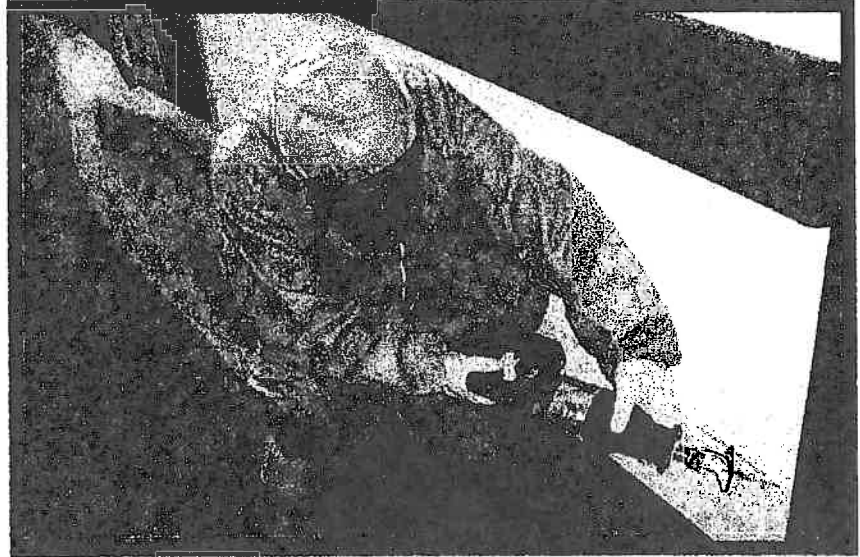
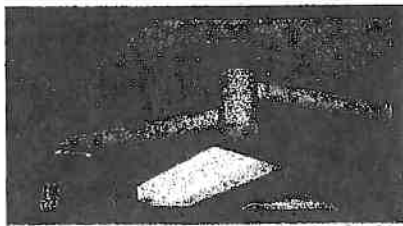
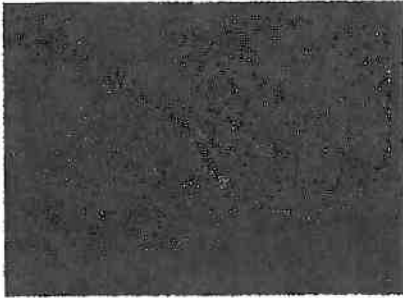
Filter Waste Management

- ▲ Waste management oversight
- ▲ Filter waste receptacle placement and management
- ▲ Recycling management
- ▲ Waste/recycling savings consultation



TRI-DIM FILTER CORPORATION

I N D O O R E N V I R O N M E N T A L



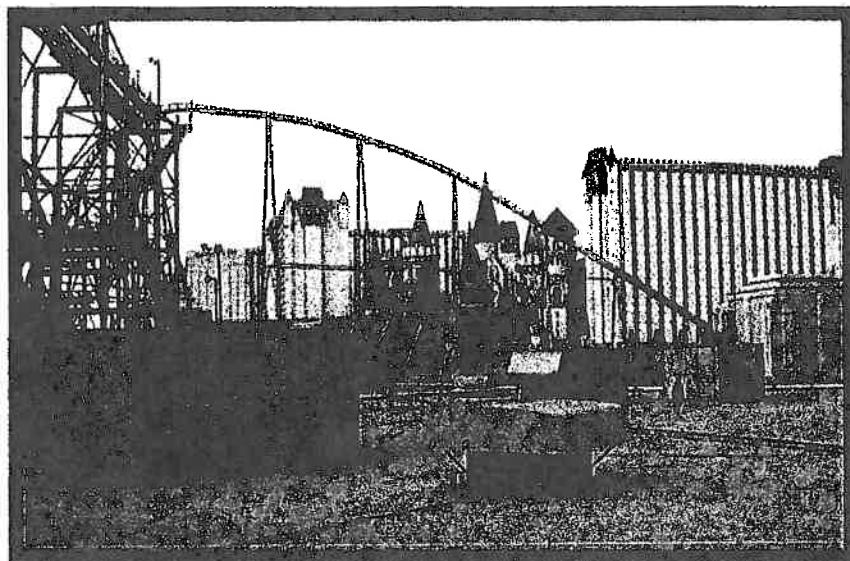
Mold Remediation

For decades we've tackled the challenges of mold and other microbial contaminants—and the threat they pose to a clean environment and work quality.

With our proven processes, IET provides the most thorough assessment, analysis and service available. Preventing the damage mold can cause to a building's structure and operation. Eliminating the potentially devastating impact it can have on organizational performance and health.

Microbial Remediation

- ▲ Initial testing
- ▲ Priority containment to prevent cross-contamination
- ▲ Adherence to strict removal protocols
- ▲ Comprehensive system and structural remediation
- ▲ Restoration of affected area
- ▲ Preventive applications and coatings



Indoor Air Quality Program

At IET, we bring together the science of clean with unmatched experience and service. That's why building operators and facility managers turn to IET for comprehensive, proven IAQ programs. Featuring precise analysis. Expert service. Plus the right resources and expertise to deliver clean with 100% confidence—and minimal disruption of on-going operations. Clean that ensures continuous, efficient production of the highest quality.

Assessment & Testing

- ▲ Air sampling for bio-aerosol fungi and bacteria
- ▲ Environmental sampling for volatile organic compounds, particulates and CO₂
- ▲ Water, surface and bulk testing
- ▲ Evaluation of airflow/ventilation rates, temperature, relative humidity and more
- ▲ Ventilation system performance analysis to industry standards
- ▲ Carpet testing
- ▲ Gas phase testing
- ▲ Particle count analysis
- ▲ Fire damper inspection

Ventilation System Cleaning & Hygiene

- ▲ Air handling unit reconditioning
- ▲ Reconditioning and replacement of ventilation system components
- ▲ Microbial remediation
- ▲ Duct cleaning and liner replacement
- ▲ Particulate and debris removal from system components
- ▲ Drain pan refurbishment
- ▲ Protective coating application

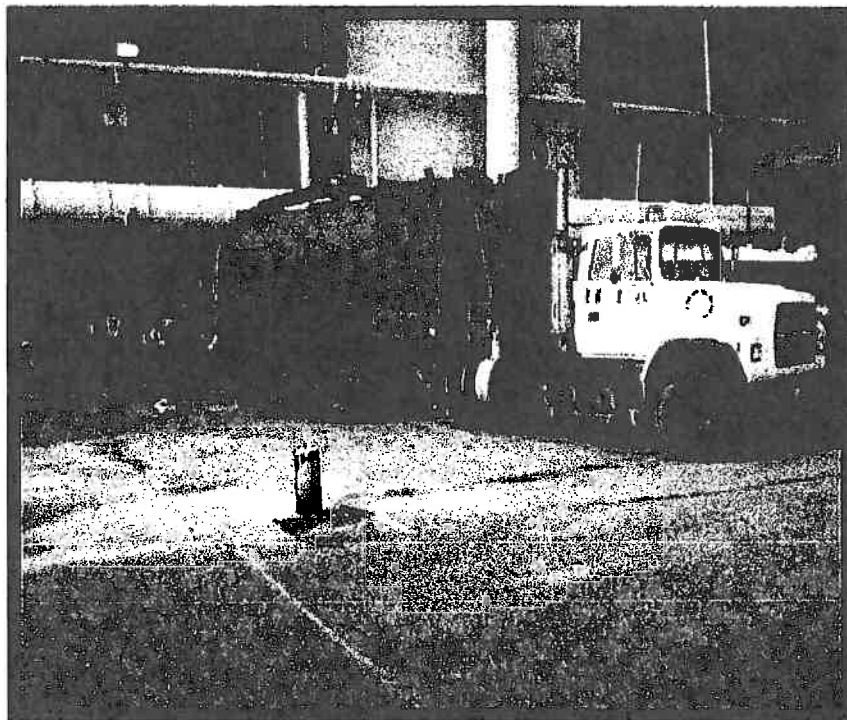
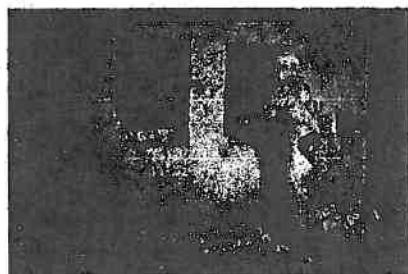
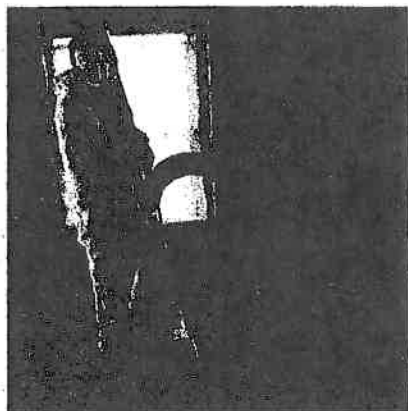
Post-Project Sampling & Verification

- ▲ IAQ, water and surface sampling
- ▲ Contaminate retesting as needed
- ▲ Independent lab analysis
- ▲ Photographic and video documentation



TRI-DIM FILTER CORPORATION

I N D O O R E N V I R O N M E N T A L



Vacuum Truck Services

From a clogged storm drain... to industrial spills... to scheduled servicing of sumps and pits, professional service makes all the difference in maintaining a top-quality work environment—and ensuring peak productivity.

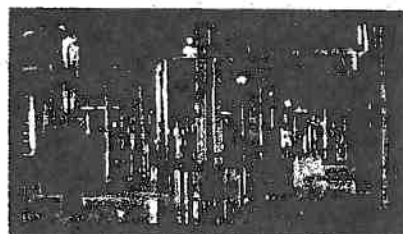
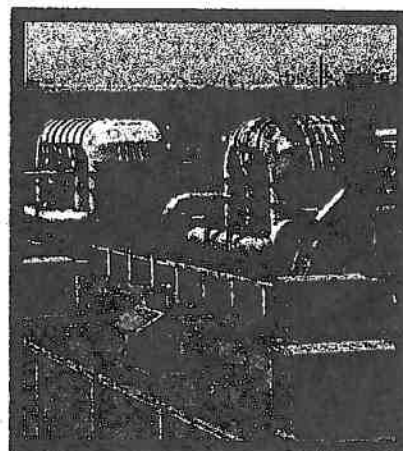
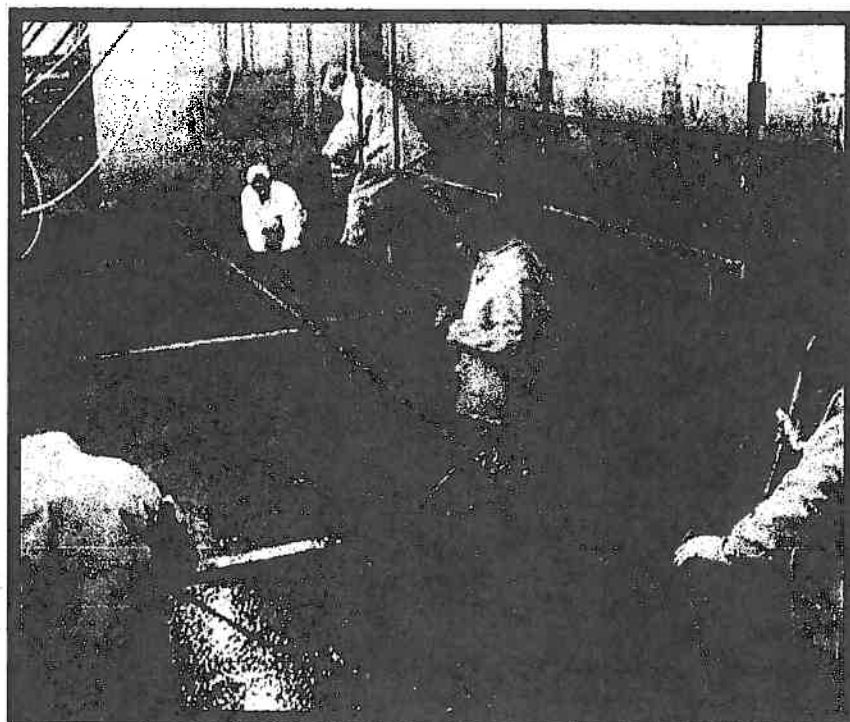
IET's vacuum truck service encompasses a broad range of essential services as well as highly-specialized capabilities. No matter what the nature or scale of the challenge you face, you can expect the expertise that makes IET the first choice for companies and institutions worldwide.

Available for:

- ▲ Furnaces
- ▲ Sumps ■ Pits ■ Tunnels
- ▲ Tanks
- ▲ Sewers
- ▲ Process Equipment
- ▲ Rail Cars & Rail Yards
- ▲ Clean Rooms
- ▲ Air Conveyance

Services Include:

- ▲ Abatement Saddle Removal
- ▲ Hazardous Waste Spills
- ▲ Solid Hazardous Waste Removal
- ▲ Industrial Tank Clean Outs
- ▲ Sludge Pit Clean Outs
- ▲ Storm Drain Clean Outs



Industrial Cleaning

Manufacturers. Refineries. Power plants. As the value of "clean" to these operations grows increasingly critical, more decision makers turn to IET for their industrial cleaning needs.

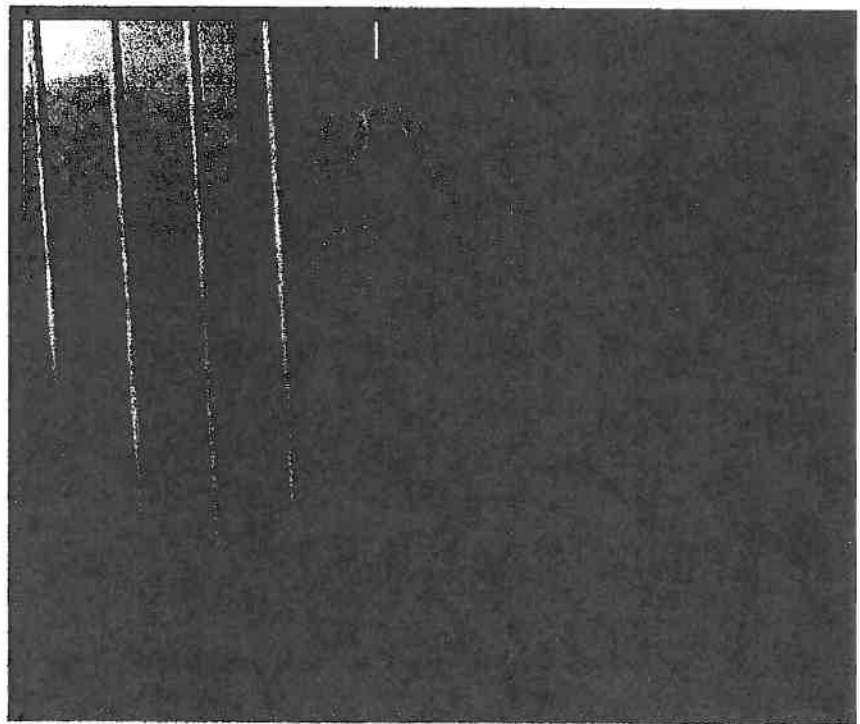
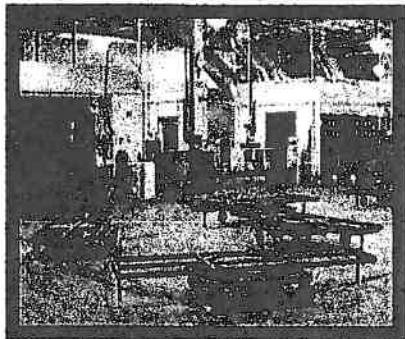
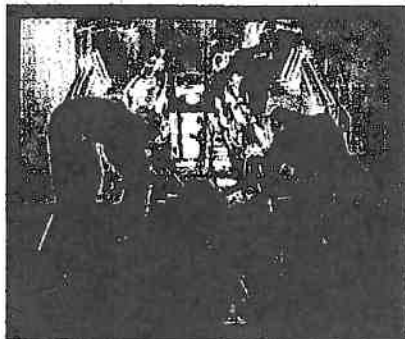
For over 20 years, we've provided the highly specialized service that industrial operations demand for clean, efficient operation. With state-of-the-art equipment, innovative solutions, and a staff averaging over 15 years of experience, IET is uniquely equipped to provide cutting-edge service—with minimal disruption to daily operations.

Services Include:

- ▲ Pressure Washing
- ▲ Cob Blasting
- ▲ Sand Blasting
- ▲ Hydro Blasting
- ▲ Stack & Duct Cleaning
- ▲ Clean Room—Deep Cleaning
- ▲ Process Oven Cleaning
- ▲ Plant Services Management



TRI-DIM FILTER CORPORATION



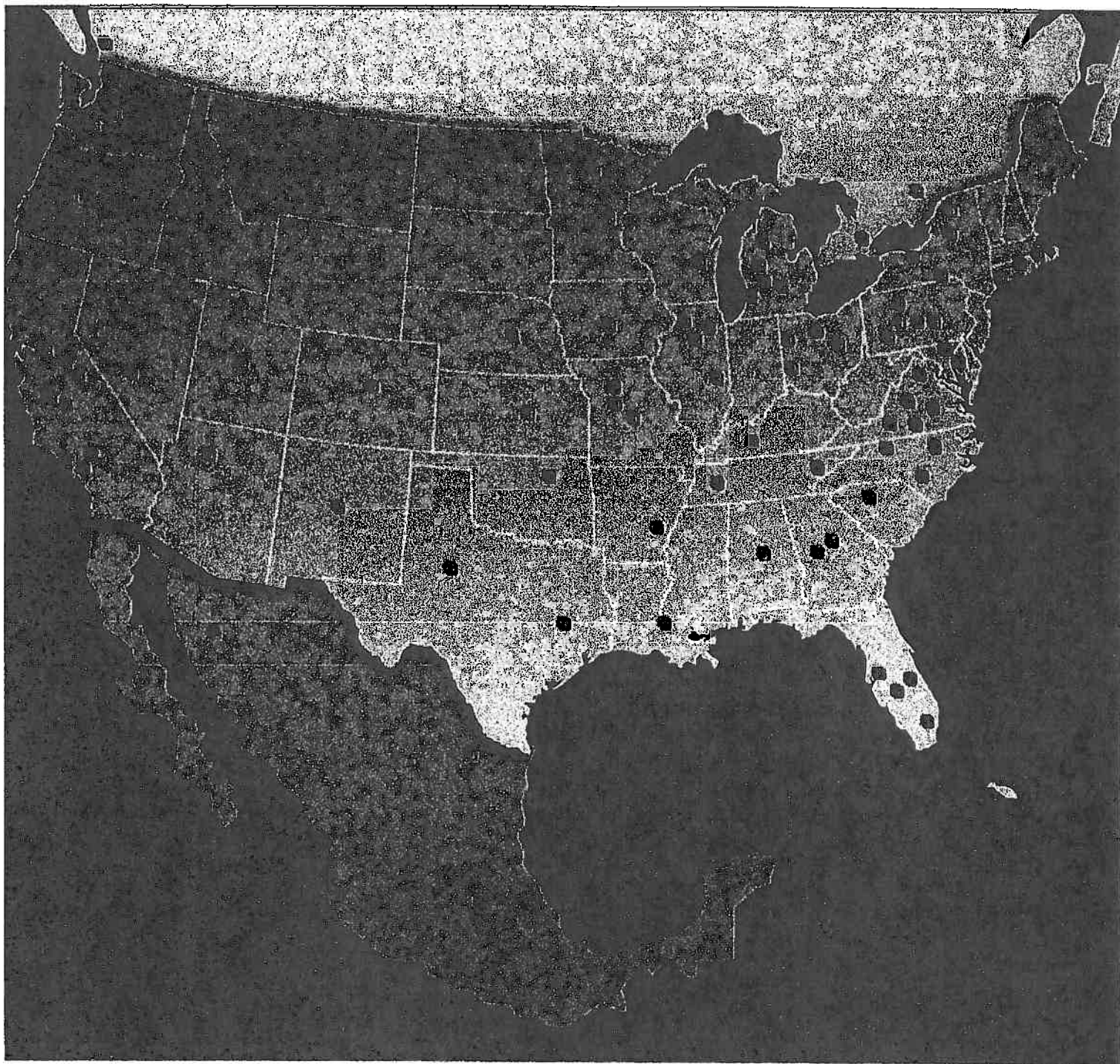
Paint Booth Services

Paint booth operators know that proper cleaning and maintenance are essential to ensure maximum quality and productivity. But how do you get this maintenance with minimal interruption of workflow? By turning to the paint booth experts at IET.

Our experience working closely with paint booth operators and managers means you get the service that's needed, coordinated to let you get done the work that needs to get done.

Services Include:

- | | |
|-------------------------|--------------------------|
| ▲ Oven and Heater Boxes | ▲ Paint Booths |
| ▲ Conveyors & Rails | ▲ Abatement Systems |
| ▲ Grates/Carriers | ▲ Sludge Pits |
| ▲ Booth Coatings | ▲ Pre- and Post-Assembly |



Indoor Environmental Technology Division

A division of

Tri-Dim Filter Corporation

(800) 275-4722

www.iet-tridim.com



3. RFP #151294

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 151294
PROPOSAL DUE DATE: Tuesday, September 15, 2015, 4 P.M. Local AZ Time
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

PRE-PROPOSAL CONFERENCE DATE: Monday, August 31, 2015
TIME: 11:00 A.M., Local AZ Time
LOCATION: City Hall, Procurement 6th Floor Conference Room,
255 W. Alameda, Tucson, AZ 85701

CONTRACT OFFICER: Bob Barton, CPM
TELEPHONE NUMBER: (520) 837-4131
Robert.Barton@tucsonaz.gov

Interested offerors may obtain a copy of this complete solicitation by calling (520) 791-4217. A copy of this solicitation and possible future amendments may be obtained from our Internet site at: www.tucsonaz.gov/procure by selecting the Bid Opportunities link and the associated solicitation number.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated **on the outside** of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

******NOTICE******

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

PUBLISH DATE: Wednesday, August 26, 2015

I. INTRODUCTION

The City of Tucson intends to establish a contract for the routine replacement of filters on Air Handling Units (AHU) and for AHU coil cleaning at City buildings and facilities. The purpose of this contract is to ensure that airflow through AHUs is maintained at optimal levels and that clean coils contribute to system efficiency and effectiveness.

The City's Facilities and Communications Maintenance (FCM) Division provides building maintenance services at most City-owned buildings and facilities through a combination of in-house staff and contract services. Equipment covered under this contract includes some, but not all such City units. Various Facilities and Communication Maintenance Representatives will be involved in coordinating, reviewing, monitoring, evaluating, and approving Contractor work.

SCOPE

There are currently about 3,800 AHU filters (Attachment B, Filter Inventory), requiring a total of about 23,081 replacements per year at varying frequencies and about 680 coils. The equipment inventory, filter replacement, and coil cleaning requirements may increase or decrease during the term of the contract, as buildings or AHUs are added or eliminated. The AHU inventory includes a variety of manufacturers, sizes, construction, motors, age, and filter requirements. Coil cleaning will be conducted during the months of October/November/December and March/April/May based on a contracted hourly rate.

Upon request, offerors will be provided the opportunity to inspect the AHUs at several key locations (Public Safety Training Academy, Central Arizona Water Treatment Plant). However, advance pre-inspection of many or all AHUs is not practical due to the large number of locations and units. After contract award, in advance of the work at any location, an FCM Representative shall provide the necessary site tours to identify the specific locations of filters and coils.

II. AIR HANDLING UNIT FILTER REPLACEMENT

1. The Contractor shall replace AHU filters in the Filter Inventory (Attachment B). All scheduling shall be at the convenience of the City and the Contractor shall adhere to any schedule established by the FCM Representative, who will coordinate with the facilities occupant. The AHU Filter Replacement Schedule shall commence at the start of the first full calendar month after the effective date of the contract.
2. The Contractor may not alter, change, or deviate from the Filter Replacement Schedule. The City may at its discretion defer or reschedule filter replacements at any location. The City will make every effort to provide reasonable notice to the Contractor. The Contractor shall adhere to any rescheduling initiated by the City.
3. During the course of this contract, the City will evaluate optimum filter change intervals at varied locations. Increases or decreases in the filter change frequency and efficiency may be implemented in accordance with the evaluation findings and best practices.
4. The Contract shall propose the use of replacement filters that conform to the following minimal specifications Per ASHRAE 52.2, MERV Ratings 7 for the AHUs as detailed in the Filter Replacement Schedule:

Standard Filters: Reinforced Pleated Media
Minimum Efficiency Rating (MERV07): 30%

Extended Surface Rigid Cell and extended surface bag filters:
Minimum Efficiency Rating (MERV14): 90%

As part of their proposal, the Contractor shall identify the specific product(s) and manufacturer(s) to be used to satisfy the above minimum filter requirements. Prior to contract award, upon a request by the City, the offeror shall submit for examination samples of each type of filter proposed for use.

5. After the approval of the FCM Representative, the Contractor shall not change or substitute any product of any manufacturer already approved by the City without the advance, written approval of the FCM Representative. Requests for a change in product or manufacturer shall be submitted in writing to the FCM Representative no less than 30 days before the Contractor wishes to change products, unless circumstances beyond the control of the Contractor occur (such as a manufacturer ceasing to produce a product or a manufacturer discontinuing business operations). The written request shall include specific reasons for the change. A request for change in filter products shall not include a request for a price increase, unless the request is made at the time of contract renewal.
6. The Contractor shall in all cases install filters that are new, unused in any way, and free of defects.
7. The Contractor shall, on the date set for the AHUs at a building/location, arrive, complete all filter replacements, and depart the premises during the course of normal business hours (Monday through Friday 7:00 am to 4:00 pm), unless otherwise scheduled in advance by the FCM Representative.
8. Upon replacing each and every filter, the Contractor shall write in ink on the side of the filter the date of replacement in the format DD/MM/YY, and the initials of the Contractor employee performing the replacement. The Contractor shall place the filter within the cabinet so that the written date and employee initials face outward and are clearly visible when the cabinet is opened, where applicable.
9. During each and every filter replacement, the Contractor shall visually inspect the filter cabinets, doors, covers, seals and fittings. Should the Contractor find any component that shows excessive wear, lack of tight fitting, or otherwise appears to be defective or inoperable, the Contractor shall report such conditions via telephone call to the FCM Representative at the conclusion of all filter replacements at that location.
10. The FCM Representative may at any time either during or after service inspect the work of the Contractor to determine if the filter replacement adheres to Contract specifications. Acceptance of the work shall be at the sole discretion of the FCM Representative. Should the FCM Representative determine that the filter replacement work has not been completed in an acceptable manner in complete conformance with the contract; the FCM Representative shall immediately notify and direct the Contractor to redo any work. Such work shall be considered a priority and the FCM Representative shall set a specific date and time for the Contractor to redo the work. The Contractor shall adhere to any such re-do schedule.
11. The Contractor shall fully guarantee and warrant all workmanship, materials, and filters for the entire time period between filter replacements at each AHU. Should the FCM Representative find a filter to be defective, excessively dirty (within 10 days of installation), un-dated, or un-initialed, the FCM Representative shall notify the Contractor and set a specific date and time for the Contractor to replace the filter with a filter that meets the specifications of the contract. All such replacements shall be at no additional cost to the City.
12. The Contractor shall not store any new or used filters or other materials, equipment, or supplies on City premises. The Contractor shall remove old filters from City premises and dispose of them in a legal manner.

III. COIL CLEANING

1. The Contractor shall perform coil cleaning on designated AHUs when requested and as scheduled by the FCM Representative. Coil cleaning, when scheduled, shall occur during non-peaks seasons as follows:

- a. Fall – October, November, December
 - b. Spring – March, April, May
2. Coil cleaning shall be scheduled during those months by the FCM Representative on an as-needed, when needed basis based on the inventory and cleaning frequency identified by the FCM Representative. Typically, coil cleaning shall be scheduled at specific buildings and will be done so to clean all coils at that location. Coil cleaning will be scheduled in centralized geographic manner to minimize travel time. The FCM Representative will coordinate with the facilities occupants.
 3. The FCM Representative shall notify the Contractor at least 2 weeks in advance of each calendar month above to present the coil cleaning schedule for the coming calendar month. The schedule shall include the locations, building names, addresses, number of coil units, and dates and times for the cleaning. While FCM will work with the Contractor to establish mutually beneficial and convenient schedules, the work will be scheduled at the convenience of the City. The Contractor shall adhere to any such schedule.
 4. Once a schedule is established, the Contractor may not alter, change, or deviate from the schedule without the advance approval of the FCM Representative. Acceptance of schedule changes will be at the sole discretion of the FCM Representative.
 5. Upon the request of the Contractor, the FCM Representative will meet the Contractor at the designated building in advance of the work to allow the Contractor to identify the location of each coil, inspect the coils, and evaluate the time required to conduct the work.
 6. The Contractor shall, on the date(s) and time(s) set for the coil cleaning at a building/location, arrive, complete all coil cleaning scheduled for the day, and depart the premises during the course of normal business hours (Monday through Friday 7:00 am to 4:00 pm), unless otherwise scheduled by the FCM Representative.
 7. At the conclusion of coil cleaning at any specific building/location, the Contractor shall notify the FCM Representative by telephone call that all the work at a building/location is complete and ready for inspection.
 8. The FCM Representative may either at any time during the work or within 14 days after the work inspect the work of the Contractor to determine if the coil cleaning adheres to Contract specifications. Acceptance of the work shall be at the sole discretion of the FCM Representative. Should the FCM Representative determine that the coil cleaning has not been completed in an acceptable manner, in complete conformance with the contract, the FCM Representative shall immediately notify and direct the Contractor to redo any work. Such work shall be considered a priority and the FCM Representative shall set a specific date and time for the Contractor to redo the work. The Contractor shall adhere to any such re-do schedule.
 9. The Contractor coil cleaning methods and techniques shall at a minimum include the spraying of solution on coils, soaking according to the manufacturer's recommendations, rinsing coils clean with water with a hand pressure sprayer or hose end sprayer, and the vacuuming out of water and cleaning products.
 10. In advance of their use, the Contractor shall provide product information for all products used under this contract for reference to Safety Data Sheet (SDS) information. The products must receive the approval of the FCM Representative prior to their use. The Contractor shall also submit for the FCM Representative's approval, any proposed changes to products along with SDS information in advance of their propose use.

11. Contractor employees must have with them a copy of all SDS sheets at all times at the job sites for all products used at the site. All chemical product containers must be clearly labeled as to contents, and be stored properly. Unmarked bottles containing any product, chemical, cleaning agent or any other materials may not be used at any time. Upon the request of the FCM Representative, the Contractor shall immediately remove from the job site, any such unmarked containers.
12. The Contractor shall utilize proper lock-out and tag-out procedures before conducting any coil cleaning on AHUs. Prior to beginning work, the Contractor shall provide a copy of lock-out / tag-out procedures for the review and approval of the FCM Representative. The Contractor shall notify the FCM HVAC/EMCS when the AHU is to be put off-line to conduct the work, and when the work is completed so that the unit can be put back on line. The FCM Representative shall provide the FCM HVAC/EMCS contact information to the Contractor in advance of the work.
13. Certain sensitive locations and sites (Neighborhood Centers, Daycare Centers) require advance notification and coordination with on-site personnel and site visits by the FCM Representative before the Contractor begins work. The Contractor will be notified of these sites in advance by the FCM Representative. The Contractor shall not commence any work at such designated sites without the specific verbal direction of the FCM Representative, who is to coordinate with the facilities occupants.

IV. ON-CALL FILTER REPLACEMENT AND COIL CLEANING

1. The Contractor shall provide on-call filter replacement and on-call coil cleaning when requested by the FCM Representative. On-call services may be requested by the City for a variety of reasons including but not limited to excessively clogged filter due to extenuating unforeseen environmental circumstances, etc.
2. The Contractor shall be notified by telephone call by an FCM Representative of all requests for on-call repair services. The FCM Representative will provide the building, location, and filter(s) needed for the on-call service. Telephone calls shall be made by the FCM Representative to the Contractor's designated telephone number.
3. Unless the FCM Representative provides and allows a more lengthy response time for the City's convenience, the Contractor shall arrive on site to a request for on-call filter replacement within 24 hours and on-call coil cleaning within 5 business days. The time of notification shall be as documented by the City and the time of notification shall be provided by the City Representative at the time the service call is made by the City.
4. The Contractor shall immediately inform the FCM Representative by telephone call if the Contractor is unable to arrive on-site to the on-call service within the allotted time frames.
5. The Contractor shall arrive at the site location as scheduled, fully prepared to replace the filter(s) or to clean the coil(s).

V. PRICING

1. Filter Replacement Services:
 - a. Payment for Routine Filter Replacement Services shall be based on a single fixed price for replacing all filters at each facility as shown in the Filter Inventory (Attachment B), for each replacement cycle. The single fixed price shall include all Contractor expenses related to providing routine filter replacement at each facility, including labor, filters, materials, supplies, parts, mileage, travel, time, vehicles, etc.

- b. Payment for On-Call Filter Replacement Services shall be based on a single standard hourly labor rate (Price Page Attachment A) and the cost of the filter at Contractor cost without markup. The single standard hourly labor rate shall include all Contractor expenses other than the cost of the filter, including labor, materials, supplies, parts, mileage, travel, time, vehicles, etc.
2. On-Call Coil Cleaning Services: Payment for On-Call Coil Cleaning Services shall be based on a single standard hourly labor rate (Price Page Attachment A). The single standard hourly labor rate shall include all Contractor expenses related to providing coil cleaning, including labor, materials, supplies, parts, mileage, travel, time, vehicles, etc.

VI. INVOICING

Filter Replacement

The Contractor shall on a monthly basis submit a single invoice for routine Filter Replacement services completed during the previous calendar month. The invoice shall include a list of the locations receiving Filter Replacement services during the previous calendar month.

The Contractor shall submit a separate invoice for any On-Call Filter Replacements that may have occurred during the previous calendar month. The invoice shall include the location, labor hours, number of filters by type/size, and filter cost without markup.

Coil Cleaning Services

The Contractor shall on a monthly basis submit a single invoice, separate from a Filter Replacement Invoice, for Coil Cleaning Services completed during the previous calendar month.

The invoice shall include an attached copy of the Coil Cleaning Schedule provided to the Contractor with the itemized list of the buildings/locations that received coil cleaning services during the previous calendar month, the total number of labor hours per location, and the total charge per location.

Invoice Submissions:

- A. Original invoice shall be submitted by the 10th day of each month following the month the services were performed by the contractor to:

City of Tucson
Finance/Accounts Payables
PO Box 27450
Tucson, AZ 85726-7450
- B. Send an electronic copy of the invoice and supporting documentation to GSD-Payables@tucsonaz.gov for those services rendered at the request of a GSD/FCM Representative to the General Services Department (FCM Division).

VII. GENERAL REQUIREMENTS

In performing services under this contract, the Contractor and its technicians, workers, employees, and sub-contractors shall:

Contractor Expertise, Knowledge, and Training

- A. Maintain complete and up-to-date expertise, knowledge, and training (including all appropriate professional and technical certifications) for the professional performance of any and all required work.
- B. Consult with the FCM Representatives as necessary or upon request to clarify the scope of existing specifications, to discuss changes to specifications or procedures, and to otherwise inform, advise, and consult.
- C. Utilize manufacturer's recommended or required specifications and procedures in place when this contract commences and those changes to manufacturer's recommended or required maintenance or repair procedures that may occur during the term of this contract.
- D. Provide written notification to the FCM Representative within 30 business days of any changes to manufacturer's required or recommended maintenance or repair procedures. Such changes shall automatically and instantly become part of this contract, shall not result in increased cost to the City or decreased cost to the Contractor, and shall not result in additional cost to the City at the time of their implementation but may be considered as part of annual contract renewal.

Contractor Preparation and Mandatory Contract Review Meeting

- A. Be fully knowledgeable of and understand all contract requirements and specifications before commencing any work and at all times thereafter.
- B. Participate in a mandatory Contract Review Meeting with FCM Representatives, to be scheduled by the FCM Contract Superintendent. This mandatory meeting shall be held after contract award but before the Contractor begins providing services. The purpose of the Contract Review Meeting is to ensure that all parties fully understand and agree to all contract requirements before services commence and to obtain clarifications and preclude future misunderstandings. The Contractor and Contractor representatives shall use this meeting to verify scheduling and receive clarification regarding any contract requirements. Any requirements that are not discussed in this meeting shall not relieve the Contractor of any responsibility under this contract.
- C. Have with them at all times a copy of the contract specifications and requirements.

Employees

- A. Assign work to Contractor employees who are fully trained and qualified to perform work, and provide evidence of their qualifications and training upon request.
- B. Utilize only individuals to work on this contract who have successfully completed a background investigation conducted by the Tucson Police Department. The Contractor shall submit the names of individuals the Contractor intends to perform work to the FCM Contract Representative. Individuals shall not perform work until the FCM Contract Representative notifies the Contractor of successful completion of the background investigation. The FCM Contract Representative will notify the Contractor of the results of the background investigation as either 'Pass' or 'Fail.' No other information will be provided. The Contractor shall not assign work to individuals who have failed the criminal background investigation. Personnel may begin work only after the background investigation is complete and the FCM Contract Representative has notified the Contractor. Criminal background investigations are conducted at no cost to the Contractor.
- C. Designate at least one individual to act in a management capacity. The individual(s) shall be responsible for, and have authority to act in overseeing and supervising Contractor employees and workers, be available at the request of the City to inspect and discuss work, to resolve performance issues, and to provide technical advice, consultation, or input as requested by the City. The Company Representative

shall be available at all times via telephone and shall be able to respond within 24 hours to requests for meetings or consultations, and within 2 hours to emergencies as determined by the FCM Contract Representative.

- D. Ensure that all employees and personnel wear photo identification badges that clearly show the Contractor's company name and the first and last name of the employee.
- E. Ensure that all Contractor employees and personnel conduct themselves in a professional manner, and maintain positive, open, respectful, and constructive communication with the FCM Representatives, other City staff, and the public.
- F. Ensure that all Contractor employees and personnel, while working at City buildings and sites, or otherwise engaged in performing work for the City, are not under the influence of alcohol, drugs or other intoxicants, do not engage in any illegal activities, and are not in possession of weapons.
- G. Remove immediately and permanently from assignment to this contract any Contractor employee who is determined by the FCM Representative to be incompetent, abusive, disorderly, disruptive, uncooperative, ineffective, intoxicated, in possession of or under the influence of any illegal substance, in possession of weapons, firearms, explosives, or dangerous substances, or is otherwise determined to be generally ineffective. The FCM Contract Representative will rely on his or her own observations of the employee's work performance, work products, or resulting system performance, and the input of other City employees or citizens in making a determination. The City reserves the right to have Contractor employees removed with the assistance of contract security or the Tucson Police Department and therefore the individual may be subject to arrest and criminal prosecution. The City reserves the right to have a contractor employee removed at the City's sole discretion.

Key Personnel

- A. It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- B. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the City.
- C. If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

Legal and Regulatory Requirements

- A. Be fully knowledgeable of, and fully comply with, all laws, regulations, building and construction codes, manufacturer specifications and instructions, accepted and recognized industry work practices and standards, safety practices and procedures, and any other relevant requirement, guideline, standard, or instruction.
- B. Be knowledgeable of, obtain, and maintain during the term of this contract any and all licenses, permits, certifications or other relevant documents and authorizations required to perform any work under this contract, and provide evidence of such to the FCM Representative upon request.
- C. Pay all taxes, charges, and fees that may be necessary or required.

- D. Conduct all work in strict and absolute adherence to all applicable professional and legal safety standards and requirements, particularly Occupational Safety and Health Administration (OSHA) requirements.

Materials and Logistics

- A. Maintain a permanent, local Tucson metropolitan area business presence and physical business address, and employee locally residing technicians fully capable of performing all services.
- B. Be on-call and available to receive service calls at all times.
- C. Provide all necessary labor, materials, equipment, supplies, tools, vehicles, chemicals, necessary to complete all work. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by the FCM Representative.
- D. Provide materials and workmanship that is of the highest industry standards. Materials purchased by the City through this contract shall be new and subject to inspection and approval by the City Representative prior to delivery or installation.
- E. Use new materials and parts that are of the standard grade for the intended purpose, that meet NADCA standard 2013, Section 4. In the event that new material or parts are not immediately available, the Contractor shall obtain approval from the FCM Representative for the temporary use of rebuilt or reconditioned materials or parts while new materials and parts are obtained.
- F. Provide storage and office space for all supplies, vehicles, materials, and equipment at the Contractor's own facilities, and not use City facilities for office space or storage, unless specifically specified elsewhere in this contract.
- G. Clean-up and dispose of off-site all work-related refuse, materials, chemicals, or other items at no additional cost to the City, in full compliance with all legal and regulatory requirements.
- H. Avoid incidental structural damages and repair at no cost to the City any damage caused by the Contractor or its employees within 24 hours, or earlier if the damage is determined by City representatives to be of an emergency nature. Repairs shall be completed to the full satisfaction and acceptance of the appropriate City representative.
- I. Receive and be responsible for City issued keys and badges that may be assigned by the FCM. Contractor employees shall be required to sign for each key and badge issued to them by the City. The Contractor shall be required to pay \$100 for each key lost by the Contractor's personnel. If a breach in security results from the loss of keys requiring that locks be changed or re-keyed, the Contractor will be responsible for the associated actual costs.

Guarantees and Warranties

- A. Fully and unconditionally guarantee all workmanship, materials, supplies, and filters for the entire period between each filter replacement cycle.
- B. Accept and respond to all requests for warranty-related inspection, assessment, and work within 24 hours after notice by the City Representative and at no additional cost to the City.

VIII. FCM REPRESENTATIVE RESPONSIBILITIES

The Facilities and Communication Maintenance Division will designate one or more FCM Representatives to assist with and oversee Contractor work. The FCM Representative shall:

- A. Coordinate and schedule work with the Contractor and meet the Contractor at work sites and buildings as necessary to facilitate and monitor the Contractor's work.
- B. Monitor Contractor performance, consult with and be advised by manufacturer representatives, review, accept, or decline to accept the work performed by the Contractor, and to ensure overall contract compliance.
- C. Provide or coordinate Contractor access to work sites, buildings, yards, etc. to facilitate the work, and resolve any unanticipated access issues. Assign as necessary facility access keys as needed for access to the roofing sites and/or building facilities. Contractors will bear a financial burden, should Contractor assigned keys be lost.
- D. Consult with the Contractor in advance and during the course of work to ensure the work progresses and is completed to the full satisfaction of the City.
- E. Consult with manufacturer representatives to verify proper product uses and application when necessary.
- F. Conduct unannounced periodic inspections of the Contractor's work at any time.
- G. Independently inspect and test any materials, parts, equipment or performance to ensure the proper performance of units.
- H. Direct the Contractor to correct any deficient processes, products, applications, or other Contractor actions, and request warranty work.
- I. Act as liaison with primary building contact to inform occupants of the work, minimize disruption to public services or the work of building occupants, resolve problems, respond to building occupant complaints, inform occupants of actions that may disrupt the work of building occupants or interfere with public service (such as electrical shutdown, etc.), and notify occupants of project completion.
- J. Provide other assistance to the Contractor as necessary and appropriate to expedite the project.

IX. MONITORING CONTRACT COMPLIANCE

The Facilities and Communication Maintenance Division will utilize a contract compliance function to ensure that the City receives all contracted services and that the Contractor is paid promptly and fully for work performed to the City's satisfaction.

Facilities and Communication Maintenance Management Responsibilities For Monitoring Contract Compliance

The Contractors primary contacts within the Facilities and Communication Maintenance Division shall be:

FCM Representative(s): Responsible for routine direct coordination with Contractor, requesting service calls, providing or coordinating access to units by the Contractor Technician when necessary, providing technical assistance, support, monitoring of Contractor performance, discussion and resolution of performance problems.

FCM Contract Superintendent (Contract Administration): Designated as the City's Contract Representative, responsible for overall contract administration and compliance, documenting contractor performance, and coordination with the City's Procurement Department.

Monitoring Contractor Performance

Facilities and Communication Maintenance Division will utilize the following steps when monitoring Contractor performance:

- A. **On-Site Monitoring:** The FCM Representative shall monitor Contractor performance at any time during any service calls, through the use of observation, discussion, and technical assistance, and may use the contract, personal expertise and judgment, inspection, observation and independent testing to draw conclusions about the performance of the Contractor.
- B. **Inspection of Equipment, Parts, Materials, and Supplies:** The FCM may conduct inspection or testing of any and all equipment, parts, materials, or provided by the Contractor to verify contract requirements regarding compliance with manufacturer's specifications.
- C. **Equipment Testing and Performance:** The FCM Representative may independently test, or have tested by an outside third party, components that have been repaired or replaced by the Contractor Technician to verify equipment specification and performance. The performance of units repaired or replaced by the Contractor shall be key indicator of Contractor effectiveness.
- D. **Independent Inspection or Audit:** Notwithstanding any other audit clause in this contract, the FCM Contract Superintendent may at any time conduct a review, inspection or audit of the Contractor's work or performance related to any contract requirement.
- E. **Documentation of Performance Monitoring Results:** FCM Contract Superintendent shall provide the results of any contract monitoring activities or tests, either verbally or in writing, to the Contractor.

Correcting Contractor Performance

The Contractor will adhere to and cooperate with the following process and steps to document and correct performance issues. These steps will be in addition to any other standard contractual remedies. It is the intent of these steps to resolve performance related matters to the full satisfaction of FCM Management, thereby ensuring that the interests of the City are protected.

- A. **Informal Discussion:** The FCM Representative shall attempt to promptly and informally resolve non-critical contract performance issues at the first level through a discussion with the on-site Contractor employee. Matters unresolved will be forwarded to the FCM Contract Superintendent (Contract Administration).
- B. **Notification to FCM Management:** If in the judgment of the FCM Representative the performance issue is of a repetitive, serious or critical nature, or a first level information discussion has not resolved a non-critical issue, the FCM Representative shall notify the FCM Contract Superintendent.
- C. **Reporting Deficient Performance to the Contractor:** The FCM Contract Superintendent will forward copies of written performance comments to the designated Contractor Representative, requesting follow-up action on the part of the Contractor Representative to resolve the performance matter.
- D. **Consultation with the Contractor:** The Contractor's designated management representative shall at the request of the Contract Superintendent meet to discuss and resolve noted instances of deficient contract performance. The purpose of this step is to informally but promptly give the Contractor the opportunity to correct deficient performance.

- E. Unresolved Performance Issues: Performance issues that have not been fully resolved and corrected by the Contractor shall be referred to the City of Tucson Procurement Department for remedy.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. PRE-PROPOSAL CONFERENCE: If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. INQUIRIES: Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. AMENDMENT OF REQUEST FOR PROPOSAL: The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

- 5. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.
- 6. PREPARATION OF PROPOSAL:**
- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
 - B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
 - C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
 - D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
- 7. PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
- 8. TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
- 9. PROPOSAL/SUBMITTAL FORMAT:** An original and 3 copies (4 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

- 10. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
- 11. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
- 12. CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
- 13. CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. 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, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the City of Tucson's Department of Procurement clock. Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 20. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 21. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 22. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.
- A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.
- 23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed

within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Price Proposal
- B. Qualifications and Experience
- C. Method of Approach

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Price

1. Complete the On-Call Filter Replacement / Coil Cleaning Hourly Rate price proposal: Attachment A.
2. Complete Attachment B. The offerer should use the worksheet available on the City of Tucson Bid Opportunity website posted with the FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS solicitation documents.

B. Qualifications and Experience

1. Provide a general overview of your company, including company location, number of years in business, and number of employees.
2. Provide a description of the company and the company's experience in replacing filters and cleaning coils on Air Handling Units.
3. Provide the names and contact information (agency, contact name, title, phone number and email address) of at least two (2) references to whom the company has provided similar services. Also, include the number of facilities and air handling units responsible for.
4. Provide the names and resumes of key company officers, to include contact information, certifications and licenses of the designated company representative, including levels of training, certifications received, descriptions of their experience, expertise and the number of contracts/projects that they are currently the designated contact person.
5. Provide the names of employees who will perform work on this contract, and include summary resumes, levels of training, certifications received, and descriptions of their experience and expertise.
6. Provide the name, title and contact information for the person who will be FCM's main point of contact.
7. List and provide documentation of all contractors' licenses held by Contractor. Indicate if the company or qualifying party's contractor's license has been suspended or revoked, and how the matter was resolved.

7. List and provide documentation of the licenses of any critical subcontractors if subcontractors will be used.
8. Are you currently, or have you ever, been involved in litigation, bankruptcy proceedings, reorganization, etc? If so, please describe your involvement in these.
9. Describe how your firm ensures all employees are kept up to date on industry standards, training, certifications and information.

C. Method of Approach

1. Demonstrate and describe your firm's understanding of the requirements listed in the Scope of Work and your firm's proposed approach to organizing, managing and successfully completing the work described in the Scope of Work.
2. Describe how the company and its employees will satisfy contract requirements, including descriptive information about company human, vehicle, and equipment resources, parts availability and storage, access to component manufactures, and other information essential to performance of the work.
3. Provide information about the company's approach, methods, and techniques for the cleaning of AHU coils. List the steps, techniques, procedures, and methods the Contractor proposes to implement for the cleaning of coils. Include sufficient detail for an evaluation of the thoroughness of the proposed procedures.
3. Provide Safety Data Sheets (SDS) for all products intended for use in this contract.
4. Identify if subcontracts will be utilized for services under this contract.
5. Provide your firms proposed coil cleaning methods and techniques on a step by step basis. The proposed methods shall at a minimum include the spraying of solution on coils, soaking according to the manufacturer's recommendations, rinsing coils clean with water with a hand pressure sprayer or hose end sprayer, and the vacuuming out of water and cleaning products. Your firm may propose other cleaning techniques in addition to the minimum requirements.
6. Provide a sample invoice.
7. Provide a copy of lock-out / tag-out procedures.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview

process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE: The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. 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. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)*¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation

- D. **ADDITIONAL INSURANCE REQUIREMENTS:** All policies shall include, or be endorsed to include, the following provisions:
 - 1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor.
 - 2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
 - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) 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 City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. 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.

2. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

3. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

4. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

- 5. LIVING WAGE REQUIREMENT:** In accordance with the Tucson Procurement Code, Chapter 28, Article XV, providing for a living wage requirement for all employees supplying specific service to the City of Tucson, this solicitation, and the resulting Contract, is subject to the referenced Article. By signing the Offer and Acceptance page, Bidder/Offeror agrees to comply with the requirements of the Article. Such requirements include, but are not limited to:

A wage of no less than \$10.39 per hour (with health benefits being provided to employees); or
A wage of no less than \$11.62 per hour (without health benefits being provided to employees); and If health benefits are offered, an eligible contractor shall pay no less than 50% of the eligible employee's health benefits premium.

In accordance with Sec. 28-157 (f) of the Tucson Procurement Code, if health benefits are offered to an eligible employee under an eligible Contract, proof of the above compliance shall be provided by the successful Bidder/Offeror upon notification by the City of its intent to award a Contract.

Notwithstanding the Severability clause, under Standard Terms and Conditions, if the provisions of this clause become unenforceable for any reason, the City reserves the right to terminate this Contract without penalty or liability. In the event the City negotiates an adjustment to the terms, conditions, or price acceptable to the parties, then this Contract shall continue until expiration.

Compliance with Wage Requirement: The City's Director of Procurement shall monitor compliance, including the investigation of claimed violations, and may promulgate administrative rules and regulations to implement and enforce this Article. In the event of any violation of the provisions set forth in this Article, the responsible Contractor and any applicable subcontractors shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The City's Director of Procurement is additionally authorized to take any one or more of the following remedies in the event of a written determination of noncompliance:

Liquidated damages paid to the City in the amount of \$50.00 for each incidence of non-compliance for each day of non-compliance and/or each day it continues;

Suspension of further payments under the Contract until the violation has ceased;

Suspend and/or terminate the Contract for cause; and/or

Debar or suspend the Contractor or subcontractor from future City contracts pursuant to Tucson Procurement Code, Chapter 28, Article IX.

Protests or appeals of the Director's remedies for non-compliance shall be in accordance with Article IX.

Records for Wage Requirement:

The Contractor and any applicable subcontractor shall make the records required available for inspection, copying, or transcription by authorized representatives of the City's Director of Procurement, and shall permit such representatives to interview employees during working hours on the job. If the Contractor and any applicable subcontractor fails to submit the required records or make them available, the Director may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Article IX.

Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

All inquiries regarding the Living Wage program may be directed to the Contract Officer responsible for this solicitation.

- 6. KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract.
- 7. USE BY MANAGEMENT COMPANIES ON CITY FACILITY:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, companies having management and oversight responsibilities of City facilities established through a City of Tucson contract, may establish contracts with the Contractor under terms of this contract.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
Robert.Barton@tucsonaz.gov

REQUEST FOR PROPOSAL NO. 151294
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CONTRACT OFFICER: ROBERT BARTON, CPM
PH: (520) 837-4131 / FAX: (520) 791-4735

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating management company. Payment for purchases made under this agreement will be the sole responsibility of each management company. The City shall not be responsible for any disputes arising out of transactions made by others.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 11. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 15. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 16. FORCE MAJEURE:** 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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-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 modification 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.

17. GRATUITIES: The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

18. HUMAN RELATIONS: Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

19. INDEMNIFICATION: To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractors agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson. Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54.4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty

20. INDEPENDENT CONTRACTOR: It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

21. INSPECTION AND ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

22. INTERPRETATION-PAROLE EVIDENCE: This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this

agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 23. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 24. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 25. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
- 26. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.
- 27. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
- 28. PAYMENT:** The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

- 29. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.
- 30. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 31. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 32. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 33. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 34. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 35. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.
- 36. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 37. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 38. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 39. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 40. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
- 41. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Tri-Dim Filter Corporation
Company Name

2252 N. 23rd Drive
Address

Phoenix, AZ 85009
City State Zip

Signature of Person Authorized to Sign

Adam Schwartz
Printed Name

District Sales Manager
Title

Name: Adam Schwartz

Title: District Sales Manager

Phone: 602-253-6700

cell - 602-616-1142

Fax: 602-253-2122

E-mail: a.schwartz@tridim.com

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 151294.

Approved as to form this _____ day of _____, 2015.

CITY OF TUCSON, a municipal corporation

Awarded this _____ day of _____, 2015.

As Tucson City Attorney and not personally

Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally

REQUEST FOR PROPOSAL NO. 151294

FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

ATTACHMENT A

ON-CALL FILTER REPLACEMENT / COIL CLEANING SERVICE HOURLY RATE PRICE PAGE

PRICE PAGE
FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

ON-CALL FILTER REPLACEMENT / COIL CLEANING HOURLY RATES:

Regular Hours \$ \$33.00 /Hour

Definitions of Terms:

Regular Business Hours: Monday through Friday, 7:00 am to 4:00 p.m., excluding holidays.

New Year's Day
Memorial Day
Labor Day
Christmas Day

Martin Luther King Jr. Day
Independence Day
Veteran's Day

President's Day
Cesar Chavez Day
Thanksgiving Day

PROMPT PAYMENT DISCOUNT: As stated in the Instructions to Offerors, Item 7- Payment Discounts, the price(s) quoted herein can be discounted by 2%, if payment is made within 21 days.

NOTE: Unless otherwise specified in the offer, a two percent/twenty-one days (2%/21) cash discount will be assumed as allowable and will be considered in determining award.

CREDIT CARD PAYMENT:

Will payment be accepted via commercial credit card? ☒ Yes ☐ No

a. If yes, can commercial payment(s) be made online? ☒ Yes ☐ No

b. Will a third party be processing the commercial credit card payment(s)? ☐ Yes ☐ No

c. If yes, indicate the flat fee per transaction \$ 0 (as allowable, per Section 5.2.E of Visa Operating Regulations).

d. If "no" to above, will consideration be given to accept the card? ☐ Yes ☐

COOPERATIVE PURCHASING PROGRAM:

Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ Yes ☒ No If yes, state proposed percentage: ☐ %

REQUEST FOR PROPOSAL NO. 151294

FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS

ATTACHMENT B

2015 AIR HANDLER UNIT (AHU) / FILTER LIST WITH PRICING LINE

- Vendors should use the on-line price sheet posted with the RFP 151294 bid documents for preparation of the filter replacement pricing.

(http://www.tucsonprocurement.com/bidders_bidopportunities.aspx?Orderby=ContractNum)

**RFP 151294 NEGOTIATION PRICE PAGE
FILTER REPLACEMENT AND MAINTENANCE OF AIR HANDLING UNITS**

ON-CALL FILTER REPLACEMENT / COIL CLEANING HOURLY RATES:

Regular Hours \$30.00/Hour

Definitions of Terms:

Regular Business Hours: Monday through Friday, 7:00 am to 4:00 p.m., excluding holidays.

New Year's Day
Memorial Day
Labor Day
Christmas Day

Martin Luther King Jr. Day
Independence Day
Veteran's Day

President's Day
Cesar Chavez Day
Thanksgiving Day



Signature of Person Authorized to Sign

Adam Schwartz

Printed Name

District Sales Manager

Title

10/05/2015

Date

[illegible]

WTR ESSCplx		16x25x2	min. 7	3	6	3	\$4.47	\$13.41 \$0.00 \$536.40 \$0.00
	McQuay	16x25x2	min. 7	20	6	120	\$4.47	
WTR Adm La Entrada	Trane	16x20x2	min. 7	82	6	492	\$4.29	\$2,110.68
	Carrier	24x24x2	min. 7	6	6	36	\$4.96	\$178.56
		14x25x2	min. 7	1	6	6	\$4.47	\$26.82
		15x20x2	min. 7	2	6	12	\$4.29	\$51.48 \$0.00 \$0.00 \$714.24
TOPSC Bldg. #1	Mechanical	24x24x2	min. 7	24	6	144	\$4.96	
	*Bag Type Filter	24x24x12	min. 7	24	6	144	\$22.34	\$3,216.96 \$0.00 \$55.68 \$53.64 \$83.52 \$51.48 \$82.08 \$82.08 \$107.28 \$108.24 \$160.92 \$107.28 \$80.46 \$154.44 \$160.92 \$27.36 \$167.04 \$111.36 \$107.28 \$53.64 \$53.64 \$53.64
Bldg. #2	Roof	20x25x2	min. 7	2	6	12	\$4.64	
	Roof	20x20x2	min. 7	2	6	12	\$4.47	
	Roof	20x25x2	min. 7	3	6	18	\$4.64	
	Roof	16x20x2	min. 7	2	6	12	\$4.29	
	Roof	16x25x1	min. 7	3	6	18	\$4.56	
	Roof	16x25x1	min. 7	3	6	18	\$4.56	
	Roof	16x25x2	min. 7	4	6	24	\$4.47	
	Ceiling	16x29x1	min. 7	2	6	12	\$9.02	
	Roof	16x25x2	min. 7	6	6	36	\$4.47	
	Mechanical	16x25x2	min. 7	4	6	24	\$4.47	
	Mechanical	16x25x2	min. 7	3	6	18	\$4.47	
	Mechanical	16x20x2	min. 7	6	6	36	\$4.29	
		20x20x2	min. 7	6	6	36	\$4.47	
		20x20x1	min. 7	1	6	6	\$4.56	
	Mechanical	20x25x2	min. 7	6	6	36	\$4.64	
	Mechanical	20x25x2	min. 7	4	6	24	\$4.64	
	Mechanical	16x25x2	min. 7	4	6	24	\$4.47	
	Mechanical	20x20x2	min. 7	2	6	12	\$4.47	
	Mechanical	20x20x2	min. 7	2	6	12	\$4.47	
	Roof	20x20x2	min. 7	2	6	12	\$4.47	

Bldg. #2 Fleet Offices Fleet Heaters	Mechanical	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
			24x24x2	min. 7	1	6	6	\$4.96	\$29.76
			20x20x2	min. 7	75	3	225	\$4.47	\$1,005.75
Bldg. #2 pc win mux room								\$0.00	
	Mechanical	Governair	20x25x2	min. 7	4	6	24	\$4.64	\$111.36
	TFD		24X24X2	min. 7	6	6	36	\$4.96	\$178.56
911 PCWIN	Mechanical		12X24X2	min. 7	2	6	12	\$4.24	\$50.88
	Mechanical		24x24x2	min. 7	6	6	36	\$4.96	\$178.56
	TFD		12x24x2	min. 7	2	6	12	\$4.24	\$50.88
*Extended surface rigid filter	Outside		24x24x2	min. 7	4	6	24	\$4.96	\$119.04
	TPD		12x24x2	min. 7	2	6	12	\$4.24	\$50.88
*Extended surface rigid filter	Mechanical	Governair	24X24X12	14	6	6	36	\$73.40	\$2,642.40
	TFD		12X24X12	14	2	6	12	\$54.86	\$658.32
	Outside	Governair	24X24X12	14	4	6	24	\$73.40	\$1,761.60
Bldg. #3	TPD		12X24X12	14	2	6	12	\$54.86	\$658.32
	Ceiling	Carrier	16x20x1	min. 7	1	6	6	\$4.42	\$26.52
	Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Bldg. #5								\$0.00	
	Ceiling	Carrier	12x25x2	min. 7	4	6	24	\$6.12	\$146.88
			16X25X2	min. 7	4	6	24	\$4.47	\$107.28
Bldg. #7								\$0.00	
	Roof	Rheem	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
								\$0.00	
Bldg. #9	Roof	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
			16x202	min. 7	1	6	1	\$4.29	\$4.29
								\$0.00	
Bldg. #6	Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Trane	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Ceiling	Trane	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Trane	18x24x2	min. 7	1	6	6	\$4.56	\$27.36

Ceiling	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
Ceiling	Carrier	24x24x1	min. 7	1	6	6	\$4.92	\$29.52
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Ceiling	Carrier	16x25x1	min. 7	1	6	6	\$4.56	\$27.36
Ceiling	Carrier	20x24x1	min. 7	1	6	6	\$4.87	\$29.22
Ceiling	Carrier	24x24x1	min. 7	1	6	6	\$4.92	\$29.52
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Ceiling	Carrier	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Ceiling	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Randolph Community Mechanical Roof Mechanical	Trane	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Trane	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Trane	16x20x2	min. 7	8	6	48	\$4.64	\$222.72
Randolph Arts & Crane Roof Roof Roof Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
Randolph Cultural Roof Mechanical Roof Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Trane	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Roof	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64

Randolph Pottery	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
Randolph Pottery	Mechanical	Trane	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
			16x20x2	min. 7	4	6	24	\$4.29	\$102.96
Randolph Sports Trailer	Outside	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
	Outside	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Randolph Tennis	Mechanical	York	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Roof	Pkg.	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
			20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Reid Therapudics	Mechanical	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
			20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Ceiling	Carrier	16x20x1	min. 7	2	6	12	\$4.42	\$53.04
	Mechanical	Carrier	20x22x2	min. 7	12	6	72	\$6.62	\$476.64
	Mechanical	Carrier	20x22x2	min. 7	1	6	6	\$6.62	\$39.72
		Trane	24x24x4	min. 7	1	6	6	\$6.08	\$36.48
			16x24x4	min. 7	1	6	6	\$6.07	\$36.42
	Mechanical	Carrier	16x22x2	min. 7	1	6	6	\$6.12	\$36.72
Parks Admin	Mechanical	Carrier	22x24x2	min. 7	1	6	6	\$7.32	\$43.92
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Rudd	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Roof	Heil	20x25x1	min. 7	2	6	12	\$4.74	\$56.88
	Roof	Heil	20x25x1	min. 7	2	6	12	\$4.74	\$56.88
	Roof	Heil	20x25x1	min. 7	2	6	12	\$4.74	\$56.88

BSU / K9 section	Roof	18X24X2	min. 7	32	6	192	\$4.56	\$875.52
	Roof	20X25X2	min. 7	4	6	24	\$4.64	\$111.36
	Roof	18X20X2	min. 7	8	6	48	\$4.47	\$214.56
	Roof	24X24X1	min. 7	1	6	6	\$4.64	\$27.84
Crime Lab	Mechanical	16X20X2	min. 7	6	6	36	\$4.29	\$0.00
	Mechanical	20X20X2	min. 7	4	6	24	\$4.47	\$154.44
	Mechanical	20X24X2	min. 7	40	6	240	\$4.60	\$107.28
		12X24X2	min. 7	4	6	24	\$4.24	\$1,104.00
*Extended surface rigid filter		24X24X12	14	40	2	80	\$73.40	\$101.76
		12X24X12	14	4	2	8	\$54.86	\$0.00
	EPIC	18X18X2	min. 7	114	6	684	\$6.12	\$438.88
		24X24X1	min. 7	2	6	12	\$4.64	\$0.00
*Extended surface rigid filter		16X16X2	min. 7	4	6	24	\$4.48	\$55.68
		20X25X2	min. 7	8	6	48	\$4.64	\$107.52
		24X24X2	min. 7	8	6	48	\$4.96	\$222.72
		24X24X12	14	8	2	16	\$73.40	\$238.08
Santa Cruz Police	Mechanical	16x25x2	min. 7	18	6	108	\$4.47	\$0.00
	Mechanical	20x20x1	min. 7	1	6	6	\$4.56	\$1,174.40
	Mechanical	20x25x1	min. 7	1	6	6	\$4.74	\$0.00
	Mechanical	16x25x2	min. 7	2	6	12	\$4.47	\$482.76
Public Safety Training	Mechanical	16x25x2	min. 7	1	6	6	\$4.64	\$27.36
		16x25x2	min. 7	1	6	6	\$4.47	\$28.44
		16x25x2	min. 7	1	6	6	\$4.47	\$53.64
		16x25x2	min. 7	1	6	6	\$4.64	\$27.84
Public Safety Training	Mechanical	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
		16x25x2	min. 7	12	6	72	\$4.47	\$321.84
		20x20x2	min. 7	24	6	144	\$4.47	\$643.68
		20x20x2	min. 7	24	6	144	\$4.47	\$643.68

PSTA Transmitter PCWIN	Mechanical	McQuay	20x25x2	min. 7	10	6	60	\$4.64	\$278.40
	Mechanical	McQuay	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
	Mechanical	McQuay	18x25x2	min. 7	2	6	12	\$4.47	\$53.64
			20x25x2	min. 7	10	6	60	\$4.64	\$278.40
		Carrier	16x20x2	min. 7	2	6	12	\$4.29	\$51.48
		Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
		Enviro Tee	18x24x1	min. 7	1	6	6	\$4.87	\$29.22
		Enviro Tee	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
		Enviro Tee	18x24x1	min. 7	1	6	6	\$4.87	\$29.22
	Mechanical	Carrier	16x25x2	min. 7	8	6	48	\$4.47	\$214.56
Dorm facility	Ceiling	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
	Ceiling	Carrier	16x20x2	min. 7	1	6	6	\$4.29	\$25.74
			18x24x1	min. 7	1	6	6	\$4.87	\$29.22
			16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Bedrooms	NA	20x20x2	min. 7	22	6	132	\$4.47	\$590.04
			8.5x20x1	min. 7	1	6	6	\$5.62	\$33.72
			8.5x20x1	min. 7	1	6	6	\$5.62	\$33.72
			9x30x1	min. 7	1	6	6	\$8.74	\$52.44
			9x30x1	min. 7	1	6	6	\$8.74	\$52.44
	Storage hallway		18x25x1	min. 7	1	6	6	\$4.87	\$29.22
Firing Range	Shoothouse		20x20x1	min. 7	2	6	12	\$4.56	\$54.72
	Central Plant	Rm 704A	60x10x1	min. 7	1	6	6	\$12.29	\$73.74
Class Rm 100		Comm Rm	10x40x1	min. 7	1	6	6	\$9.02	\$54.12
Class Rm 200	Comm Rm	Comm Rm	10x40x1	min. 7	1	6	6	\$9.02	\$54.12
Admin	Video Rm 11		20x20x1	min. 7	1	6	6	\$4.56	\$27.36
						6			
Physical Training E. door	Comm Rm		20x25x2	min. 7	12	6	72	\$4.64	\$334.08

Archer Center	Mechanical	Carrier American Standard	16x25x2	min. 7	16	6	96	\$4.47	\$429.12
	Mechanical	Standard American	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Standard Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x24x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x20x2	min. 7	2	6	12	\$4.47	\$53.64
Adaptive Rec	Mechanical	Carrier Champs	20x20x2	min. 7	16	6	96	\$4.47	\$429.12
	Mechanical	Magic Aire	24x24x2	min. 7	2	6	12	\$4.96	\$59.52
	Mechanical	Venmor Des	16x25x2	min. 7	8	6	48	\$4.47	\$214.56
	Mechanical	Champs	20x20x2	min. 7	16	6	96	\$4.47	\$429.12
	Verical		16x25x12	min. 7	8	6	48	\$67.06	\$3,218.88
Balboa Park	Roof	Rheem	24x24x1	min. 7	1	6	6	\$4.92	\$29.52
	Roof	Rheem	24x24x1	min. 7	1	6	6	\$4.92	\$29.52
	Roof	Rheem	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Armory Center	Ceiling	Carrier	16x25x2	min. 7	6	6	36	\$4.47	\$160.92
	Ceiling	Carrier	16x25x2	min. 7	6	6	36	\$4.47	\$160.92
	Ceiling	Bohn	20x20x2	min. 7	9	6	54	\$4.47	\$241.38
	Ceiling	Bohn	20x20x2	min. 7	8	6	48	\$4.47	\$214.56
	Ceiling	Bohn	20x25x2	min. 7	12	6	72	\$4.64	\$334.08
	Ceiling	Bohn	20x20x2	min. 7	3	6	18	\$4.47	\$80.46
			20x25x2	min. 7	6	6	36	\$4.64	\$167.04

Clements Gym	Ceiling	Bohn	20x20x2 20x25x2	min. 7 min. 7	6 6	6 6	\$4.47 \$4.64	\$160.92 \$167.04
	Mechanical	Carrier	16x25x2	min. 7	12	6	\$4.47	\$321.84
	Mechanical	Carrier	16x25x2	min. 7	24	6	\$4.47	\$643.68
			16x20x2	min. 7	16	6	\$4.29	\$411.84
Clements Center	Mechanical	Magic Aire	16x25x2	min. 7	2	6	\$4.47	\$53.64
	Mechanical	Magic Aire	22x22x2	min. 7	1	6	\$6.62	\$39.72
	Mechanical	Magic Aire	16x25x2	min. 7	2	6	\$4.47	\$53.64
	Mechanical	Magic Aire	22x22x2	min. 7	1	6	\$6.62	\$39.72
	Mechanical	Magic Aire	22x22x2	min. 7	1	6	\$6.62	\$39.72
	Mechanical	Magic Aire	16x25x2	min. 7	2	6	\$4.47	\$53.64
	Mechanical	Magic Aire	22x22x2	min. 7	1	6	\$6.62	\$39.72
	Mechanical	Magic Aire	16x25x2	min. 7	1	6	\$4.47	\$26.82
	Mechanical	Magic Aire	19x19x2	min. 7	1	6	\$6.26	\$37.56
	Mechanical	Magic Aire	22x22x2	min. 7	1	6	\$6.62	\$39.72
	Mechanical	Magic Aire	22x22x2	min. 7	1	6	\$6.62	\$39.72
Cherry Center	Mechanical	Carrier	18x25x2	min. 7	7	6	\$4.60	\$193.20
	Mechanical	Carrier	16x25x2	min. 7	3	6	\$4.47	\$80.46
El Rio Adult Ed	Mechanical	Rudd	20x25x2	min. 7	1	6	\$4.64	\$27.84
	Mechanical	Rudd	20x25x2	min. 7	1	6	\$4.64	\$27.84
	Mechanical	Rudd	20x25x2	min. 7	1	6	\$4.64	\$27.84
	Mechanical	Rudd	20x25x2	min. 7	1	6	\$4.64	\$27.84
	Mechanical	Rudd	14x20x2	min. 7	1	6	\$4.29	\$25.74
	Mechanical	Rudd	20x25x2	min. 7	1	6	\$4.64	\$27.84
	Roof	Rudd	16x25x2	min. 7	2	6	\$4.47	\$53.64
	Roof	Rudd	16x25x2	min. 7	2	6	\$4.47	\$53.64
	Roof	Rudd	16x25x2	min. 7	2	6	\$4.47	\$53.64
	Roof	Rudd	16x25x2	min. 7	2	6	\$4.47	\$53.64
	Roof	Rudd	16x25x2	min. 7	2	6	\$4.47	\$53.64
	Roof	Rudd	16x25x2	min. 7	2	6	\$4.47	\$53.64

	Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
McCormick Y	Ceiling	Carrier	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Ceiling	Carrier	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Ceiling	Carrier	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Mechanical	Trane	20x20x2	min. 7	2	6	12	\$4.47	\$53.64
			20x25x2	min. 7	6	6	36	\$4.64	\$167.04
			16x20x2	min. 7	2	6	12	\$4.29	\$51.48
			16x25x2	min. 7	6	6	36	\$4.47	\$160.92
	Roof	Rheem	17x17x2	min. 7	6	6	36	\$5.90	\$212.40
	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46
	Mechanical	Magic Aire	20x24x2	min. 7	1	6	6	\$4.60	\$27.60
Mulchay Y	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46
	Mechanical	Magic Aire	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Magic Aire	20x24x2	min. 7	1	6	6	\$4.60	\$27.60
	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46
	Roof	Trane	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
	Roof	Trane	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
	Roof	Trane	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
Northwest Gym	Roof	Trane	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Roof	Trane	20x25x2	min. 7	4	6	24	\$4.64	\$111.36
	Roof	Trane	18x24x2	min. 7	4	6	24	\$4.56	\$109.44
	Roof	Trane	20x25x2	min. 7	6	6	36	\$4.64	\$167.04
Northwest Center	Roof	Trane	18x24x2	min. 7	4	6	24	\$4.56	\$109.44
	Mechanical	Magic Aire	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Mechanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Mechanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Mechanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Mechanical	Magic Aire	24x24x2	min. 7	1	6	6	\$4.47	\$26.82
	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.96	\$29.76
	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46
	Mechanical	Magic Aire	16x25x2	min. 7	3	6	18	\$4.47	\$80.46

Oury Center	Mechanical	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	Carrier	20x24x2	min. 7	1	6	6	\$4.60	\$27.60
	Mechanical	Carrier	20x24x2	min. 7	1	6	6	\$4.60	\$27.60
	Mechanical	Carrier	20x24x1	min. 7	1	6	6	\$4.87	\$29.22
Ormsby	Mechanical	Carrier	20x24x1	min. 7	1	6	6	\$4.87	\$29.22
Ouincy Douglas	Mechanical	Magic Aire	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Mechanical	Magic Aire	22x22x2	min. 7	1	6	6	\$6.62	\$39.72
	Mechanical	Magic Aire	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	McQuay	16x20x2	min. 7	6	6	36	\$4.29	\$154.44
	Mechanical	McQuay	12x24x2	min. 7	3	6	18	\$4.24	\$76.32
			24x24x2	min. 7	2	6	12	\$4.96	\$59.52
	Mechanical	McQuay	12x24x2	min. 7	4	6	24	\$4.24	\$101.76
			20x24x2	min. 7	8	6	48	\$4.60	\$220.80
Verde Meadows	Mechanical	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
Pascua Center	Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Mechanical	Carrier	30x36x1	min. 7	1	6	6	\$16.75	\$100.50
	Mechanical	Carrier	30x36x1	min. 7	1	6	6	\$16.75	\$100.50
	Roof	Rheem	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
	Roof	Carrier	20x25x1	min. 7	2	6	12	\$4.74	\$56.88
Santa Rosa Day Care	Roof	Trane	20x20x2	min. 7	12	6	72	\$4.47	\$321.84
Santa Rosa Rec	Roof	Trane	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
			20x25x2	min. 7	4	6	24	\$4.64	\$111.36
	Roof	Trane	20x25x2	min. 7	16	6	96	\$4.64	\$445.44
Udall Center	Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	3	6	18	\$4.64	\$83.52

Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
Mechanical	Carrier	12x24x2	min. 7	4	6	24	\$4.24	\$101.76
		20x24x2	min. 7	8	6	48	\$4.60	\$220.80
Mechanical	Carrier	20x25x2	min. 7	8	6	48	\$4.64	\$222.72
Mechanical	Carrier	20x25x2	min. 7	20	6	120	\$4.64	\$556.80
		16x25x2	min. 7	4	6	24	\$4.47	\$107.28
Mechanical	Carrier	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
		20x25x2	min. 7	20	6	120	\$4.64	\$556.80
Mechanical	Carrier	20x25x2	min. 7	12	6	72	\$4.64	\$334.08
Mechanical	Carrier	20x25x2	min. 7	3	6	18	\$4.64	\$83.52
		20x25x2	min. 7	12	6	72	\$4.64	\$334.08
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Magic Aire	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
El Pueblo Activity	Mechanical	McQuay	min. 7	24	6	144	\$4.64	\$668.16
	Mechanical	McQuay	min. 7	12	6	72	\$4.64	\$334.08
El Pueblo Adult	Mechanical	Trane	min. 7	1	6	6	\$4.56	\$27.36
	Mechanical	Trane	min. 7	13	6	78	\$4.56	\$355.68
El Pueblo Day Care	Roof	Carrier	min. 7	4	6	24	\$4.29	\$102.96
	Roof	Carrier	min. 7	4	6	24	\$4.47	\$107.28
	Roof	Carrier	min. 7	4	6	24	\$4.29	\$102.96
	Roof	Carrier	min. 7	4	6	24	\$4.47	\$107.28
		Carrier	min. 7	2	6	12	\$4.47	\$53.64

El Pueblo Senior	Roof	Carrier	20x25x1	min. 7	1	6	6	\$4.74	\$28.44
			20x30x1	min. 7	2	6	12	\$5.28	\$63.36
El Pueblo Rec	Ceiling	Carrier	16x20x1	min. 7	10	6	60	\$4.42	\$265.20
			16x25x2	min. 7	12	6	72	\$4.47	\$321.84
			24x24x2	min. 7	4	2	8	\$4.96	\$39.68
						6	0	\$4.96	\$0.00
	Roof	Rudd	16x25x2	min. 7	4	6	24	\$4.47	\$107.28
	Roof	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Gedmen	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	York	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Mechanical	York	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Roof	Rheem	20x20x2	min. 7	4	6	24	\$4.47	\$107.28

Golf Courses

Trini Alvarez Golf	Mechanical	Carrier	24x30x2	min. 7	2	6	12	\$9.75	\$117.00
	Mechanical	Carrier	24x30x2	min. 7	2	6	12	\$9.75	\$117.00
	Roof	Tempstar	20x30x1	min. 7	2	6	12	\$5.28	\$63.36
	Roof	Carrier	18x24x1	min. 7	1	6	6	\$4.87	\$29.22
	Mechanical	Carrier	18x40x2	min. 7	2	6	12	\$9.75	\$117.00

Fred Enke

Fred Enke	Mechanical	Carrier	20x20x2	min. 7	4	6	24	\$4.47	\$107.28
	Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
			20x20x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64

Silverbell Golf

Silverbell Golf	Mechanical	Carrier	18x25x1	min. 7	2	6	12	\$4.87	\$58.44
	Mechanical	Rheem	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
			16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
	Mechanical	Carrier	16x25x1	min. 7	2	6	12	\$4.56	\$54.72

Randolph Golf

Randolph Golf	Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
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Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Mechanical	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Mechanical	Carrier	16x25x2	min. 7	1	6	6	\$4.47	\$26.82
Mechanical	Carrier	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
Mechanical	Carrier	20x25x2	min. 7	2	6	12	\$4.64	\$55.68
Ceiling	Carrier	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Mechanical	Carrier	20x25x2	min. 7	1	6	6	\$4.64	\$27.84

Fire Stations

Fire Maintenance	Roof	Carrier	16x25x2	min. 7	2	12	\$4.47	\$107.28
	Roof	Carrier	16x25x2	min. 7	2	12	\$4.47	\$107.28
	Roof	Carrier	16x25x2	min. 7	2	12	\$4.47	\$107.28
	Roof	Carrier	16x25x2	min. 7	2	12	\$4.47	\$107.28
Fire #3	Mechanical	Temstar	20x25x2	min. 7	1	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	\$4.64	\$55.68
Fire #4	Mechanical	Carrier	12x24x1	min. 7	1	12	\$4.32	\$51.84
	Mechanical	Carrier	25x25x1	min. 7	1	12	\$5.23	\$62.76
	Mechanical	Carrier	16x25x1	min. 7	1	12	\$4.56	\$54.72
Fire #5	Mechanical	Carrier	15x30x2	min. 7	2	12	\$8.91	\$213.84
	Mechanical	Carrier	15x30x2	min. 7	2	12	\$8.91	\$213.84
Fire #6	Mechanical	Carrier	16x25x2	min. 7	1	12	\$4.47	\$53.64
	Mechanical	Carrier	24x24x2	min. 7	1	12	\$4.96	\$59.52
	Mechanical	Carrier	16x25x2	min. 7	1	12	\$4.47	\$53.64

Fire #7	Mechanical	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
	Mechanical	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
	Mechanical	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
	Mechanical	Carrier	12x24x1	min. 7	1	12	12	\$4.32	\$51.84
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
Fire #8	Roof	Carrier	16x25x2	min. 7	1	12	12	\$4.47	\$53.64
	Roof	Trane	16x20x2	min. 7	4	12	48	\$4.29	\$205.92
Fire #9	Mechanical	Carrier	20x20x2	min. 7	6	12	72	\$4.47	\$321.84
Fire #10	Mechanical	Carrier	20x25x2	min. 7	3	12	36	\$4.64	\$167.04
Fire #11	Mechanical	Carrier	20x25x2	min. 7	2	12	24	\$4.64	\$111.36
Fire #12	Mechanical	Carrier	21x23x1	min. 7	1	12	12	\$6.12	\$73.44
	Mechanical	Rheem	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
Fire #13	Roof	Rheem	16x32x2	min. 7	2	12	24	\$8.91	\$213.84
Fire #14	Roof	Carrier	16x25x2	min. 7	2	12	24	\$4.47	\$107.28
			20x25x2	min. 7	2	12	24	\$4.64	\$111.36
Fire #15	Roof	Trane	16x25x1	min. 7	3	12	36	\$4.56	\$164.16
	Mechanical	Carrier	14x25x1	min. 7	1	12	12	\$4.60	\$55.20
Fire #16/Police	Mechanical	McQuay	16x20x2	min. 7	6	12	72	\$4.29	\$308.88
	Mechanical	McQuay	16x25x2	min. 7	12	12	144	\$4.47	\$643.68
	Mechanical	McQuay	16x20x2	min. 7	6	12	72	\$4.29	\$308.88
Fire #17	Mechanical	Carrier	20x25x2	min. 7	2	12	24	\$4.64	\$111.36
	Mechanical	Carrier	20x25x2	min. 7	2	12	24	\$4.64	\$111.36

Fire #18	Mechanical	Carrier	13x25x1	min. 7	1	12	12	\$5.82	\$69.84
	Mechanical	Carrier	24x24x2	min. 7	1	12	12	\$4.96	\$59.52
	Mechanical	Carrier	20x20x2	min. 7	1	12	12	\$4.47	\$53.64
Fire #19	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	24x24x2	min. 7	1	12	12	\$4.96	\$59.52
Fire #20	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
Fire #21	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.68
	Mechanical	Carrier	20x25x2	min. 7	1	12	12	\$4.64	\$55.72
Fire #22	Des								
	Roof	Champs	12x24x2	min. 7	8	12	96	\$4.24	\$407.04
	Roof	Rheem	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
	Roof	Carrier	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
	Roof	Rheem	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
	Roof	Rheem	20x20x1	min. 7	1	12	12	\$4.56	\$54.72
	Roof	Trane	24x24x1	min. 7	1	12	12	\$4.92	\$59.04
	LL-2	Hunter 01A	24x24x2	min. 7	15	12	180	\$4.96	\$892.80
Fire Central	LL-2	Hunter 02A	24x24x2	min. 7	15	12	180	\$4.96	\$892.80
	LL-2	Hunter 03A	24x24x2	min. 7	4	12	48	\$4.96	\$238.08
	LL-2	Hunter 04A	24x24x2	min. 7	9	12	108	\$4.96	\$535.68
	LL-2	HRU-01A	24x24x2	min. 7	4	12	48	\$4.96	\$238.08
	LL-1	FCU-08B	28x29x2	min. 7	2	12	24	\$17.70	\$424.80

LL-1	Lower roof	AC-1A	24x24x2	min. 7	2	12	24	\$4.96	\$119.04
	Upper roof	MUA-01A	20x24x2	min. 7	15	12	180	\$4.60	\$828.00
	Upper roof	ERU-01A	24x20x1	min. 7	2	12	24	\$6.55	\$157.20
	Upper roof	MUA-2A	16x20x1	min. 7	3	12	36	\$4.42	\$159.12
*Extended surface rigid filter									
City Hall									
*Bag type filter	Mechanical	Trane	24x24x12	min. 7	20	6	120	\$22.34	\$2,680.80
	Mechanical	Trane	24x24x12	min. 7	20	6	120	\$22.34	\$2,680.80
	Mechanical	Trane	24X24X12	min. 7	25	6	150	\$22.34	\$3,351.00
	Mechanical	Liebert	24x24x4	min. 7	3	6	18	\$6.08	\$109.44
*Bag type filter	Mechanical	Liebert	24x24x4	min. 7	3	6	18	\$6.08	\$109.44
	Mechanical	Westing							
	Mechanical	House	20x25x2	min. 7	6	6	36	\$4.64	\$167.04
	Mechanical	Carrier	20x24x4	min. 7	2	6	12	\$5.81	\$69.72
Eastside City Hall									
800 E. 12th	Mechanical	Trane	16x25x2	min. 7	8	6	48	\$4.47	\$214.56
			16x20x2	min. 7	4	6	24	\$4.29	\$102.96
	Roof	Trane	16x20x2	min. 7	1	6	6	\$4.29	\$25.74
	Roof	Trane	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
Ward #1	Ceiling	Trane	16x20x2	min. 7	1	6	6	\$4.29	\$25.74
	Ceiling	Trane	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Ceiling	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Ceiling	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Ceiling	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Ceiling	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Ceiling	Rheem	20x20x2	min. 7	1	6	6	\$4.47	\$26.82
	Ceiling	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Ceiling	Rheem	20x25x2	min. 7	1	6	6	\$4.64	\$27.84
	Office	Mitsubishi	12x20x1/4	min. 7	3	6	18	\$0.00	\$0.00
	Office	Mitsubishi	12x20x1/4	min. 7	3	6	18	\$0.00	\$0.00
	Mechanical	Trane	25x25x1	min. 7	1	6	6	\$5.23	\$31.38

Ward #3	Ceiling	Carrier	20x20x1	min. 7	1	6			
	Mechanical	Carrier	25x25x1	min. 7	1	6	\$4.56	\$27.36	
	Ceiling	Carrier	20x20x1	min. 7	1	6	\$5.23	\$31.38	
Ward #4							\$4.56	\$27.36	
	Mechanical	Carrier	20x25x2	min. 7	2	6	\$4.64	\$55.68	
	Mechanical	Carrier	20x25x2	min. 7	2	6	\$4.64	\$55.68	
	Mechanical	Carrier	20x25x2	min. 7	2	6	\$4.64	\$55.68	
	Mechanical	Carrier	20x25x2	min. 7	2	6	\$4.64	\$55.68	
Ward #5						6			
	Mechanical	Arcoaire	16x25x2	min. 7	8	6	\$4.47	\$214.56	
	Mechanical	Trane	24x24x2	min. 7	2	6	\$4.96	\$59.52	
	Mechanical	Arcoaire	16x25x2	min. 7	8	6	\$4.47	\$214.56	
Ward #6	Ceiling	Carrier	16x20x1	min. 7	1	6	\$4.42	\$26.52	
	Mechanical	Carrier	16x20x2	min. 7	1	6	\$4.29	\$25.74	
	Mechanical	Rheem	20x20x2	min. 7	1	6	\$4.47	\$26.82	
	Mechanical	Rheem	20x20x2	min. 7	1	6	\$4.47	\$26.82	
	Mechanical	Day Night	20x25x2	min. 7	1	6	\$4.64	\$27.84	
	Mechanical	Rheem	16x25x2	min. 7	2	6	\$4.47	\$53.64	
	Mechanical	Rheem	16x25x2	min. 7	2	6	\$4.47	\$53.64	
City Courts							\$0.00		
			20x20x2	min. 7	12	6	\$4.47	\$321.84	
			20x20x2	min. 7	12	6	\$4.47	\$321.84	
			16x25x2	min. 7	8	6	\$4.47	\$214.56	
			16x25x2	min. 7	12	6	\$4.47	\$321.84	
			16x25x2	min. 7	12	6	\$4.47	\$321.84	
			20x25x2	min. 7	10	6	\$4.64	\$278.40	
			25x25x2	min. 7	12	6	\$5.18	\$372.96	
			16x25x2	min. 7	12	6	\$4.47	\$321.84	
			20x25x2	min. 7	10	6	\$4.64	\$278.40	
			16x25x2	min. 7	12	6	\$4.47	\$321.84	
			16x25x2	min. 7	12	6	\$4.47	\$321.84	
			20x25x2	min. 7	10	6	\$4.64	\$278.40	
			16x25x2	min. 7	12	6	\$4.47	\$321.84	
			20x25x2	min. 7	10	6	\$4.64	\$278.40	
			20x25x2	min. 7	12	6	\$4.47	\$321.84	

IT bldg		16x25x2	min. 7	12	6	72	\$4.47	\$0.00
		20x20x2	min. 7	24	6	144	\$4.47	\$321.84
		18x24x4	min. 7	6	6	36	\$5.63	\$643.68
		18x24x4	min. 7	6	6	36	\$5.63	\$202.68
		18x24x4	min. 7	6	6	36	\$5.63	\$202.68
		18x24x4	min. 7	6	6	36	\$5.63	\$202.68
		18x24x4	min. 7	6	6	36	\$5.63	\$202.68
		18x24x4	min. 7	6	6	36	\$5.63	\$202.68
		20x20x2	min. 7	2	6	12	\$4.47	\$202.68
		16x20x2	min. 7	2	6	12	\$4.47	\$53.64
							\$4.29	\$51.48
								\$0.00
Bus Facilities								
Ronstat Transit	Roof	Carrier	min. 7	1	6	6	\$4.64	\$27.84
	Bathroom	Carrier	min. 7	2	6	12	\$5.00	\$60.00
	Bathroom	Carrier	min. 7	2	6	12	\$5.00	\$60.00
Roy Loas Transit	Roof	Carrier	min. 7	1	6	6	\$5.76	\$34.56
	Bathroom	Carrier	min. 7	2	6	12	\$5.00	\$60.00
	Bathroom	Carrier	min. 7	2	6	12	\$5.00	\$60.00
Tohono Tadaai Transit	Bathroom	Carrier	min. 7	3	6	18	\$5.00	\$90.00
	Bathroom	Carrier	min. 7	2	6	12	\$5.00	\$60.00
	Office	Carrier	min. 7	3	6	18	\$5.00	\$90.00
Van Tran	fechanical roor	Trane	min. 7	8	6	48	\$4.47	\$214.56
			min. 7	4	6	24	\$4.29	\$102.96
	Mechanical roor	Trane	min. 7	4	6	24	\$4.64	\$111.36
	Roof	Trane	min. 7	2	6	12	\$4.47	\$53.64
	ground	Cooler/ht	min. 7	18	6	108	\$4.47	\$482.76
Sun Tran Bldg. 10	Mechanical	Bohn	min. 7	6	6	36	\$4.47	\$160.92
			min. 7	4	6	24	\$4.29	\$102.96
	Mechanical	Bohn	min. 7	2	6	12	\$4.29	\$51.48

NWBM Bldg 1	Mechanical	Bohn	16x25x2	min. 7	2	6	12	\$4.47	\$53.64
			16x20x2	min. 7	8	6	48	\$4.29	\$205.92
			16x25x2	min. 7	12	6	72	\$4.47	\$321.84
		Carrier	16x25x1	min. 7	1	6	6	\$4.56	\$27.36
			13x21x1	min. 7	1	6	6	\$5.76	\$34.56
		Marc Aire	16x25x1	min. 7	1	6	6	\$4.56	\$27.36
			13x21x1	min. 7	1	6	6	\$5.76	\$34.56
		Trane	20x25x2	min. 7	16	6	96	\$4.64	\$445.44
			14x20x2	min. 7	4	6	24	\$4.29	\$102.96
								\$0.00	\$0.00
*Extended surface rigid filter	Mechanical		20x24X2	min. 7	11	6	66	\$4.60	\$303.60
			20x20X2	min. 7	13	6	78	\$4.47	\$348.66
			20x20X12	14	24	2	48	\$67.76	\$3,252.48
NWBM bldg 2	Mechanical		18x25X1	min. 7	4	6	24	\$4.87	\$116.88
			20x24X2	min. 7	9	6	54	\$4.60	\$248.40
			20x24X2	min. 7	3	6	18	\$4.60	\$82.80
			20x24X2	min. 7	9	6	54	\$4.60	\$248.40
			20x24X2	min. 7	3	6	18	\$4.60	\$82.80
			20x24X12	14	9	2	18	\$70.86	\$1,275.48
*Extended surface rigid filter	Mechanical		20x24X12	14	3	2	6	\$70.86	\$425.16
								\$0.00	\$0.00
NWBM Bldg 3	Mechanical		16x24X2	min. 7	5	6	30	\$4.47	\$134.10
			18x21X2	min. 7	2	6	12	\$6.26	\$75.12
NWBM Bldg 4	Mechanical		18x21X2	min. 7	2	6	12	\$6.26	\$75.12
			16x24X2	min. 7	1	6	6	\$4.47	\$26.82
NWBM Bldg 5	Mechanical		20x20X1	min. 7	1	6	6	\$4.56	\$27.36
			24x24X2	min. 7	178	6	1,068	\$4.96	\$5,297.28
			24x24X4	min. 7	94	6	564	\$6.08	\$3,429.12
			12x24X4	min. 7	32	6	192	\$5.09	\$977.28

Mechanical	McQuay	20x24x2	min. 7	20	6	120	\$4.60	\$552.00
		12x24x2	min. 7	4	6	24	\$4.24	\$101.76
		20x20x1	min. 7	2	6	12	\$4.56	\$54.72
Ceiling	Carrier							
Rodeo Office	Mechanical	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
		20x25x2	min. 7	1	6	6	\$4.64	\$27.84
		20x25x2	min. 7	1	6	6	\$4.64	\$27.84
Temple Of Music	Carrier	16x20x2	min. 7	2	6	12	\$4.29	\$51.48
		16x24x2	min. 7	2	6	12	\$4.47	\$53.64
		16x25x2	min. 7	2	6	12	\$4.47	\$53.64
Hall	Trane	14x25x2	min. 7	2	6	12	\$4.47	\$53.64
		24x24x2	min. 7	1	6	6	\$4.96	\$29.76
		24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Ceiling	Trane	20x25x1	min. 7	2	6	12	\$4.74	\$56.88
		20x20x2	min. 7	16	6	96	\$4.47	\$429.12
		20x25x1	min. 7	6	6	36	\$4.74	\$170.64
Roof	Trane	20x20x1	min. 7	2	6	12	\$4.56	\$54.72
		16x20x1	min. 7	6	6	36	\$4.42	\$159.12
		20x20x1	min. 7	2	6	12	\$4.56	\$54.72
Roof	Trane	16x20x1	min. 7	6	6	36	\$4.42	\$159.12
		20x20x1	min. 7	6	6	36	\$4.56	\$164.16
		20x20x1	min. 7	2	6	12	\$4.56	\$54.72
Roof	Trane	16x20x1	min. 7	6	6	36	\$4.42	\$159.12
		16x25x1	min. 7	3	6	18	\$4.56	\$82.08
		20x20x2	min. 7	18	6	108	\$4.47	\$482.76
Returns	NA							
Ceiling	Trane	24x24x2	min. 7	1	6	6	\$4.96	\$29.76
Returns	NA	24x35x1	min. 7	2	6	12	\$9.74	\$116.88
Ceiling	Trane	20x20x1	min. 7	1	6	6	\$4.56	\$27.36
Ceiling	Trane	16x20x1	min. 7	1	6	6	\$4.42	\$26.52
		20x20x1	min. 7	1	6	6	\$4.56	\$27.36
		16x20x1	min. 7	1	6	6	\$4.42	\$26.52

Park Traffic Eng	Mechanical	Carrier	14x25x2 20x20x1	min. 7 min. 7	1 1	6 6	\$4.47 \$4.56	\$26.82 \$27.36 \$0.00
930 E Broadway Trans			16x18x1 24x24x2 20x20x1 16x25x2 20X25X2	min. 7 min. 7 min. 7 min. 7 min. 7	1 1 1 3 3	6 6 6 18 18	\$5.76 \$4.96 \$4.56 \$4.47 \$4.64	\$34.56 \$29.76 \$27.36 \$80.46 \$83.52
Pennington Garage	Ceiling	Carrier	16x25x1 20x22x1 20x22x1 20x22x1 20x22x1 20x22x1 16x25x2	min. 7 min. 7 min. 7 min. 7 min. 7 min. 7 min. 7	4 1 1 1 1 1 2	6 6 6 6 6 6 12	\$4.56 \$6.12 \$6.12 \$6.12 \$6.12 \$6.12 \$4.47	\$109.44 \$36.72 \$36.72 \$36.72 \$36.72 \$36.72 \$53.64 \$0.00
Presidio San Augustin			20X25X2 20X22X2	min. 7 min. 7	1 1	6 6	\$4.64 \$6.62	\$27.84 \$39.72 \$0.00 \$26.52 \$0.00 \$51.84 \$25.92 \$0.00 \$723.84 \$102.96 \$89.28 \$82.08 \$110.16 \$79.44 \$26.82
Centro Garage			16X20X1	min. 7	1	6	\$4.42	
MLK depot Garge			12X24X1 10X20X1	min. 7 min. 7	2 1	6 6	\$4.32 \$4.32	
Channel 12			20x25X2 16X20X2 24X24X2 18X24X2 18X18X2 22X22X2 20X20X2	min. 7 min. 7 min. 7 min. 7 min. 7 min. 7 min. 7	26 4 3 3 3 2 1	6 6 6 6 6 6 6	\$4.64 \$4.29 \$4.96 \$4.56 \$6.12 \$6.62 \$4.47	

Totals	3,818	23,159	\$146,421.47
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**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRI-DIM FILTER CORPORATION**

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and City of Tucson Contract No. 151294, Contractor will provide filter replacement and maintenance of air handling units at City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRI-DIM FILTER CORPORATION**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$300,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the City of Tucson Contract No. 151294, for filter replacement and maintenance of air handling units at City of Glendale facilities on an as-needed basis.



Legislation Description

File #: 17-136, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KONE, INC., FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES AND RATIFICATION OF EXPENDITURES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Kone, Inc. to provide, elevator maintenance and repair services in an amount not to exceed \$204,480 for the entire term of the Agreement, and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four, one-year renewals, and to ratify expenditures in an approximate amount of \$6,200 for the monthly services provided between February 1, 2017 and award of the agreement. The initial term of the Agreement is effective until January 30, 2018.

Background

The Agreement with Kone, Inc. will be used for monthly maintenance and repair services of elevators at City of Glendale facilities on an as-needed basis.

On July 15, 2015, the city entered into a Linking Agreement for elevator repair and maintenance with Kone, Inc., Contract No. C-10147, in an amount not to exceed \$25,000, utilizing the State of Arizona Contract No. ADSP012-012973 for Elevator Repair and Maintenance. The term of this contract ended on January 31, 2017.

Kone, Inc. was awarded a bid by the State of Arizona as described in the Elevator, Escalator, Dumbwaiter, and Moving Walkway Repair and Maintenance Contract and staff is requesting to utilize the Arizona Procurement Cooperative Purchasing Agreement, of which Glendale is a member. Contract ADSP017-160330 was awarded on January 31, 2017 and is effective through January 30, 2018, and includes an option to renew the contract an additional four, one-year renewals, allowing the contract to be extended through January 30, 2022.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Analysis

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles

throughout the city. This Agreement will allow Facilities Management to continue to provide elevator maintenance and repairs on an as-needed basis to its tenants in city facilities, without interruption of service.

Kone will provide monthly elevator maintenance at nine facilities (Municipal Airport, Main Library, Public Safety Building, Fire Station 157, City Hall Complex, Foothills Recreation & Aquatic Center, Adult Center, Glendale Regional Public Safety Training Center, and the Sine Building) and repair services on an as-needed basis.

The State of Arizona awarded the cooperative purchasing agreement on January 31, 2017, which was too late to sign an agreement for the January Council voting sessions, and the prior contract expired on January 31, 2017. Therefore, staff is requesting that Council ratify expenditures in an approximate amount of \$6,200.

Community Benefit/Public Involvement

Maintenance and repair of the city's elevators for city facilities is necessary for the safety and comfort of employees who work at and individuals who visit these public facilities.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating and Maintenance budgets for the various city departments. Expenditures with Kone, Inc. are not to exceed \$204,480 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$204,480	Various

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONE, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Kone, Inc., a Delaware corporation authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 31, 2017, under the Arizona State Procurement Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Elevator, Escalator, Dumbwaiter, and Moving Walkway Repair and Maintenance, Contract No. ADSP017-160330 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was January 31, 2017, until the date the contract expires on January 30, 2018, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond January 30, 2022. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 30, 2018. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on January 30, 2022.

Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

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

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred four thousand four hundred eighty dollars (\$204,480) for the entire term of the Agreement (initial term plus any renewals).

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

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

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

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

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

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Vern Baker
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2679

and

Kone, Inc.
c/o Sammy D. Goe
4639 S. 36th Street
Phoenix, Arizona 85040
623-434-3599

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

"Contractor"

Kone, Inc.,
a Delaware corporation

By:  _____

Name: Sammy D. Goe
Title: Arizona Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONE INC.**

EXHIBIT A
STATE OF ARIZONA CONTRACT NO. ADSP017-160330



Master Blanket Purchase Order ADSP017-160330

Header Information

Purchase Order Number:	ADSP017-160330	Release Number:	0	Short Description:	Elevator, Escalator, Chairlift, and Moving Walkway Repair and Maintenance
Status:	3PS - Sent	Purchaser:	Michael Fleming	Receipt Method:	Quantity
Fiscal Year:	2017	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona				
Department:	ADSP0 - State Procurement Office	Location:	SPO - State Procurement Office	Type Code:	
Alternate ID:		Entered Date:	01/31/2017 03:04:27 PM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	No
Contact Instructions:		Tax Rate:		Actual Cost:	\$0.00

Master Blanket/Contract End Date (Maximum): 01/31/2022 11:59:59 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Commodity Reference Id:

None

**PO External Doc
Type:**

Agency Attachments: [PO Terms & Conditions Exhibit 6.pdf](#) [EXHIBIT 7 to the Special Terms and Conditions~1.pdf](#) [SPO Disentanglement.pdf](#) [SPO InstructionsAttachments.pdf](#) [SPO RFP Insurance Requirements~1.pdf](#) [SPO RFP Notice~1.pdf](#) [ADSP017-00006906 Amendment 1.pdf](#) [Final Procurement File~3.zip](#) [SPO RFP Section 3 Special Terms and Conditions 1 26 17.pdf](#) [Elevator SOW 01 26 17 doc \(003\) \(1\).pdf](#) [TC.pdf](#) [BOFA Attachment 4A Price List - KONE Inc - BAFO 1 27 2017.xlsx](#) [KONECONTRACTDoc.pdf](#) [Exhibit II Arizona Regions~1.pdf](#)

Vendor Attachments: [KONE Care Online Portal](#) [KONE Technical Service Center - PDF](#) [KONE Required Attachments 1, 2-A, 2-B, 3-A, 3-B, 3-C, 5-A, 5-B, 7 Attachment 4-A KONE Prequalification Package Solicitation Amendment Sammy Goe Resume KONE BAFO PRICING ATTACHMENT 4-A KONE BAFO SOW KONE BAFO 1 27 2017 KONE BAFO T&CS](#)

**Agency Attachment
Forms:**

**Vendor Attachment
Forms:**

Primary Vendor Information & PO Terms

Vendor: [000006900 - KONE INC](#)
Mackenzie Corley
4639 S. 36th Street
Phoenix, AZ 85040
US
Email: mackenzie.corley@kone.com
Phone: (623)434-3599
FAX: (602)437-0308
Alt Phone: 20001

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: As Specified

Freight Terms: Freight Allowed

PO Acknowledgements:	Notifications		Acknowledged Date/Time
	Purchase Order	Emailed to mackenzie.corley@kone.com at 01/31/2017 04:24:38 PM	02/06/2017 08:18:50 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000006900	PZ000006900	KONE INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 01/31/2017 **Master Blanket/Contract End Date:** 01/31/2018

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$101,854.27	\$0.00

Item Information

Print Sequence # 1.0, Item # 1: Line item will be added							3PS - Sent	
NIGP Code: <u>910-13</u> Elevator Installation, Maintenance and Repair								
Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer:			Brand:		Model:			
Make:			Packaging:					
Project No.:								

Building Code:	
Cost Code:	
Property Number:	

Exit

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Request for Proposals
Solicitation No.
ADSP017-00006906
Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

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

Section 1-C, Att. 1
Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Elevator, Escalator, Dumbwaiter, and Moving Walkway Repair and Maintenance in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Original Offer: 12/14/2016 SG
date initial

Revised Offer: date #1 initial

Best and Final Offer: 1/27/2017 SG
date initial

date #2 initial date #3 initial

☒ **KONE INC**

Company name

[Signature] [Initials]
Signature of person authorized to sign Offer initials

☒ **4639 S. 36TH STREET**

Address

☒ **Sammy D. Goe, KONE Arizona Manager**

Printed name and title

☒ **PHOENIX, AZ 85040**

City | State | ZIP

☒ **Mackenzie Corley, KONE Business Development**

Contact name and title

☒ **WWW.KONE.US**

Company website

☒ **Mackenzie.Corley@kone.com** ☒ **480-340-4488**

Contact Email Address

Contact phone number

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

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2008-8 or A.R.S. §§ 41-1461 through 1465;
- has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the Offer. Offeror is now bound (as Contractor) to sell the Materials and perform the Services under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable purchase order, release document, or written notice to proceed.

State's Contract No. is **ADSP017-160330**
(for all correspondence and invoices)

The effective date of the Contract is: _____

Contract awarded this 31 day of 01 2017

[Signature]
Procurement Officer Signature
Michael Fleming
Procurement Officer printed name



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SECTION 3-B:
Uniform Terms and Conditions

Version: 11.3 (7/21/2016)

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Uniform Terms and Conditions

1.0 Definition of Terms

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

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: <https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
 2. was attached to an Offer when submitted; and
 3. was included in the Accepted Offer.
- 1.6 Building Work** "Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the terms "construction" (para. 4), "maintenance services" (para. 26), and "operations services" (para. 28).
- 1.7 Commercial Document** "Commercial Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Commercial Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.8 Contract** "Contract" means, collectively, the Acceptance, the Solicitation Documents, the Accepted Offer, all acknowledged Orders, and any Contract Amendments. See paragraph 1.22. The Contract is identified as a "Purchase Order" in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not to be confused with the contractual term "Order" defined in paragraph 1.21.
- 1.9 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.10 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.




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- 1.11 **Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.12 **Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.13 **Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.14 **Day** "Day" means a calendar day unless otherwise specified in a particular context.
- 1.15 **Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.16 **Gratuity** "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.17 **Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.18 **Instructions to Offerors** "Instructions to Offerors" is Section 1-B of Part 1 of the Solicitation Documents.
- 1.19 **Materials** "Materials" has the meaning given in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is "... 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." Materials includes software, except that If software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it is in "Services".
- 1.20 **Offer; Initial Offer; Revised Offer; Best and Final Offer (BAFO)** "Offer," "Initial Offer," "Revised Offer," and "Best and Final Offer" ("BAFO") are each defined in the Instructions to Offerors.
- 1.21 **Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":
 1. "Release" or "Release Purchase Order" in ProcureAZ;
 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
 3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.

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- 1.22 Part, Section; Exhibit** "Part," "Section," and "Exhibit" are each defined in the Instructions to Offerors.
- 1.23 Person** "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.24 Procurement Officer** "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
- 1.25 ProcureAZ** "ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.
NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
NOTE (2): The URL for ProcureAZ itself is:
<https://procure.az.gov/>
- 1.26 Scope of Work** "Scope of Work" means Section 2-A of Part 2 of the Solicitation Documents.
- 1.27 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.
- 1.28 Solicitation; Solicitation Documents** "Solicitation" and "Solicitation Documents" are defined in the Instructions to Offerors.
- 1.29 Special Terms and Conditions** "Special Terms and Conditions" are Section 3-A of Part 3 of the Solicitation Documents.
- 1.30 Specification** "Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "... any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
- 1.31 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.32 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.33 State Fiscal Year** "State Fiscal Year" means the period beginning each July 1 and ending each June 30.
- 1.34 Subcontract** "Subcontract" means any contract, express or implied, between 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 Materials, the performing of any Services, or the carrying out of any other aspect of the Work.



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1.35 Subcontractor

"Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ." The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.36 Uniform Terms and Conditions

The "Uniform Terms and Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and Conditions as being applicable.

1.37 Work

"Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

2.1 Arizona Law

The Contract is governed by and is to be interpreted in accordance with the laws of the State of Arizona, including the Arizona Procurement Code, without consideration of conflict of laws principles.

2.2 Implied Terms

Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.

2.3 Usage

Where the Contract:

1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and



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6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

**2.4 Contract Order
of Precedence**

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

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

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

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

**2.5 Independent
Contractor**


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

2.6 Severability

Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.

**2.7 Complete
Integration**

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

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2.8 No Waiver of Rights

Either party's failure to insist on strict performance of any term or condition of the Contract is not and is not to be construed as being, nor will it be deemed to be, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and Conditions do not specify a period, then the initial term is 1 (one) year. State has no obligation to extend or renew the Contract past the initial term.

3.2 Contract Extensions

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then the maximum aggregate term is 5 (five) years.

3.3 Notices and Correspondence

3.3.1 TO CONTRACTOR. Unless stated otherwise in the Special Terms and Conditions, State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Unless stated otherwise in the Special Terms and Conditions, Contractor shall:

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

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

3.4 Signing of Contract Amendments

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

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

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

3.5 Click-Through Terms and Conditions

Unless expressly stated otherwise in the Special Terms and Conditions, if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of



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administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

**3.6 Books and
Records**

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

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

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

**3.7 Contractor
Licenses**

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and Conditions, for the Work itself.

**3.8 Inspection
and Testing**

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

**3.9 Ownership of
Intellectual
Property**

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

(a) "Government Purpose Rights" are:

- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;



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- ii. the right to release or disclose that work product to third parties for any State government purpose; and
 - iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- (b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

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

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

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

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

3.10 Subcontracts

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

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

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



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- 3.11 Non-Discrimination** Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 3.12 E-Verify Requirements** As required by A.R.S. § 41-4401, Contractor and each Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each Subcontractor acknowledge that under A.R.S. § 41-4401, State retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works under the Contract to ensure that Contractor or Subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
- 3.13 Offshore Performance of Certain Work Prohibited** Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.
- 3.14 Orders**
- 3.14.1 **ORDER SUFFICIENCY.** The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued as set forth in the Special Terms and Conditions that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.14.2 **ORDER TERMS.** All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.14.3 **ORDERS ARE OBLIGATORY.** Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.14.4 **SPECIAL CASE.** In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract in the Special Terms and Conditions and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.
- 3.14.5 **NO MINIMUMS OR COMMITMENTS.** Unless expressly stated otherwise in the Special Terms and Conditions: (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.14.6 **NON-CONTRACTED MATERIALS OR SERVICES.** Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.



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3.15 Statewide Contract Provisions

If the Special Terms and Conditions indicate that the Contract is for statewide use, then the following provisions apply:

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

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

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

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

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

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

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



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they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.16 Multiple-Use Provisions

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

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

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

3.17 Other Contractors

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

3.18 Work on State Premises

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

3.20.3 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the



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**3.19 Advertising,
Publishing and
Promotion of
Contract**

necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [Right of Offset].

Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

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

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

**4.2 Applicable
Taxes**

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

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

**4.3 Availability
of Funds**

By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

5.0 Contract Changes

**5.1 Contract
Amendments**

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.



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**5.2 Assignment and
Delegation**

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

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

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

**6.2 Contractor
Insurance**

Contractor shall provide the insurance called for in the Special Terms and Conditions.

**6.3 Basic
Indemnification**

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnities for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.3.2 below applies instead.

6.3.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

If Contractor is not a public agency, this paragraph does not apply and subparagraph 6.3.1 above applies instead.



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**6.4 Patent and
Copyright
Indemnification**

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

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

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

6.5 Force Majeure

6.5.1 **DEFINITION.** For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.8 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

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

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



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**6.6 Third Party
Antitrust
Violations**

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

7.0 Warranties

7.1 Liens

Contractor warrants that the Materials and Services when accepted will be and will remain free of liens or other encumbrances.

**7.2 Conformity to
Requirements**

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

**7.3 Contractor
Personnel**

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

**7.4 Intellectual
Property**

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

**7.5 Compliance
with Laws**

Contractor warrants that the Materials and Services do and will continue to comply with all applicable federal, state, and local laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the non-compliance.

**7.6 Licenses and
Permits**

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

**7.7 Operational
Continuity**

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

**7.8 Performance in
Public Health
Emergency**

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan



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implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

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

7.9 Lobbying

7.11.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
- ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

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

7.10 Survival of Warranties

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

8.0 State's Contractual Remedies

8.1 Right to Assurance

If State in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for State to exercise any other remedy available to it under the Contract or laws.

8.2 Stop Work Order

The State may at any time require Contractor to stop all or any part of the Work by written order. Upon receipt of a stop order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to State associated with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10.

8.3 Non-exclusive Remedies

State's rights and remedies under the Contract are not exclusive.

8.4 Nonconforming Tender

The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully constitutes a breach of contract, in which event State will be entitled to exercise any remedy available to it under the Contract or laws.

8.5 Right of Offset

State is entitled to offset against any sums due Contractor any expenses or costs State incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, costs, and damages to which it is entitled by the Contract or laws.



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9.0 Contract Termination

- 9.1 Termination for Conflict of Interest** By A.R.S. § 38-511, State may terminate the Contract within 3 (three) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of State is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Contractor receives State's written notice of the termination unless the notice specifies a later date.
- 9.2 Gratuities** State may, by written notice, terminate the Contract, in whole or in part, if State determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of State for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. State, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of 3 (three) times the value of the Gratuity offered by Contractor.
- 9.3 Suspension or Debarment** State may, by written notice to Contractor, terminate the Contract immediately if State discovers that 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. State has taken Contractor's submittal of the Accepted Offer and will take its performance under the Contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.
- 9.4 Termination for Convenience** State may terminate the Contract when in the best interest of State, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the Contract. Upon receipt of State's written termination notice, Contractor shall stop work as directed in the notice, notify all Subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to State. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract will become State's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination, provided that, the cost principles and procedures in A.A.C. R2-7-701 are to be applied.
- 9.5 Termination for Default** In addition to the rights reserved to it under the Contract, State may terminate the Contract in whole or in part due to Contractor's failure to: (a) comply with any term or condition of the Contract; (b) obtain and maintain all required insurance policies, bonds, licenses, and permits; or (c) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become State's property, and Contractor shall deliver all of it immediately on demand. State may, following termination of the Contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to State for any excess cost State incurs in procuring such substitutes.
- 9.6 Continued Performance Required** Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any termination, as directed by State in the notice.



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10.0 Contract Claims

- 10.1 Claim Resolution** Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
- 10.2 Mandatory Arbitration** In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

- 11.1 Applicability** Article 11 applies to the extent the Work is or includes Materials.
- 11.2 Off-Contract Materials** Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
- 11.3 Compensation for Late Deliveries** Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.
- 11.4 Indicate Shipping Costs on Order** Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).
- 11.5 Current Products** Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
- 11.6 Maintain Comprehensive Selection** Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
- 11.7 Additional Products** State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of



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discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.8 Discontinued Products

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

11.9 Forced Substitutions

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

11.10 Recalls

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

11.11 Delivery

11.11.1 PRICING. Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30.

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

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

11.12 Delivery Time

Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.



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- 11.13 Delivery Locations** Contractor shall offer deliveries to every location served under the scope of the Contract, specifically:
1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
 2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
 3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
 4. if the Contract is for unrestricted statewide use, then:
 - (a) Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
 - (b) if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and
 - (c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.
- 11.14 Conditions at Delivery Location** Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 11.15 Materials Acceptance** State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.
- 11.16 Correcting Defects** Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials.
1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.



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2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

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

11.18 Order Cancellation

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

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

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

11.19 Product Safety

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

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of



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and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services

- 12.1 Applicability** Article 12 applies to the extent the Work is or includes Services.
- 12.2 Comprehensive Services Offering** Contractor shall provide the comprehensive range of services for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
- 12.3 Additional Services** State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
- 12.4 Off-Contract Services** Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
- 12.5 Removal of Personnel** Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
- 12.6 Transitions** During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing)



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to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

12.7 Accuracy of Work

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

12.8 Requirements at Services Location

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

12.9 Services Acceptance

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

12.10 Corrective Action Required

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

1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that, State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

13.1 Applicability

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

13.2 Data Protection and Confidentiality of Information

Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or



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disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

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

**13.3 Personally
Identifiable
Information.**

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

For purposes of this paragraph:

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

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

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

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

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

**13.4 Protected Health
Information**

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

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



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NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

- 14.1 Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.
- 14.2 Background Checks** Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
- 14.3 Information Access**
- 14.3.1 SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
- 14.4 Pass-Through Indemnity**
- 14.4.1 INDEMNITY FROM THIRD PARTY.** For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.



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- 14.4.2 NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- (a) State reserves the right to elect to participate in the action at its own expense;
 - (b) State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
 - (c) State shall in any case cooperate in the defense and any related settlement negotiations.
- 14.5 Systems and Controls** In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.
- 14.6 Redress of Infringement.**
- 14.6.1 REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with State either:
- (a) replace any infringing items with non-infringing ones;
 - (b) obtain for State the right to continue using the infringing items; or
 - (c) modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
- 14.6.2 CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:
- (a) for any software created for State under the Contract, the amount State paid to Contractor for creating it;
 - (b) for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
 - (c) for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.
- 14.6.3 EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:
- (a) modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
 - (b) operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
 - (c) combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.
- 14.7 First Party Liability Limitation**
- 14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.



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14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
- (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
- (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

**14.8 Information
Technology
Warranty**

14.8.1 SPECIFIED DESIGN. Where the Scope of Work (Section 2-A of the Solicitation) for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

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

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable



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costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

15.0 Comments Welcome

Separate and apart from this solicitation, the State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments the public may have.

The public may submit comments to:

State Procurement Administrator,
State Procurement Office, 100 North 15th Avenue, Suite 201
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End of Section 3-B

End of Part 3

End of Solicitation Documents



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SECTION 3-B:
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Version: 11.3 (7/21/2016)

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Uniform Terms and Conditions

1.0 Definition of Terms

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

- 1.1 Acceptance** "Acceptance" means the document headed "Offer and Acceptance Form" bearing the State contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.
If State did request a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.
If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** "Arizona Procurement Code, "A.R.S.," and "A.A.C." are each defined in the Instructions to Offerors.
- 1.4 Arizona TPT** "Arizona TPT" means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at:
<https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** "Attachment" means any item that:
1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
 2. was attached to an Offer when submitted; and
 3. was included in the Accepted Offer.
- 1.6 Building Work** "Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the terms "construction" (para. 4), "maintenance services" (para. 26), and "operations services" (para. 28).
- 1.7 Commercial Document** "Commercial Document" means Section 2-B of Part 2 of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Commercial Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.8 Contract** "Contract" means, collectively, the Acceptance, the Solicitation Documents, the Accepted Offer, all acknowledged Orders, and any Contract Amendments. See paragraph 1.22. The Contract is identified as a "Purchase Order" in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not to be confused with the contractual term "Order" defined in paragraph 1.21.
- 1.9 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.10 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.



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- 1.11 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.12 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.13 Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.14 Day** "Day" means a calendar day unless otherwise specified in a particular context.
- 1.15 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.16 Gratuity** "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.17 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3.
- 1.18 Instructions to Offerors** "Instructions to Offerors" is Section 1-B of Part 1 of the Solicitation Documents.
- 1.19 Materials** "Materials" has the meaning given in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is "... 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." Materials includes software, except that if software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it is in "Services".
- 1.20 Offer; Initial Offer; Revised Offer; Best and Final Offer (BAFO)** "Offer," "Initial Offer," "Revised Offer," and "Best and Final Offer" ("BAFO") are each defined in the Instructions to Offerors.
- 1.21 Order** "Order" means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an "Order":
 1. "Release" or "Release Purchase Order" in ProcureAZ;
 2. "task order", "service order," or "job order" when a Release Purchase Order for Services has already been committed in ProcureAZ; or
 3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies.



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- 1.22 Part, Section; Exhibit** "Part," "Section," and "Exhibit" are each defined in the Instructions to Offerors.
- 1.23 Person** "Person" means any corporation, business, individual, union, committee, club, or other organization or group of individuals.
- 1.24 Procurement Officer** "Procurement Officer" means the person, or his or her designee, who has been duly authorized by State to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
- 1.25 ProcureAZ** "ProcureAZ" means State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.
NOTE (1): Technical Bulletin No. 020 is available online at:
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
NOTE (2): The URL for ProcureAZ itself is:
<https://procure.az.gov/>
- 1.26 Scope of Work** "Scope of Work" means Section 2-A of Part 2 of the Solicitation Documents.
- 1.27 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in paragraph 1.19.
- 1.28 Solicitation; Solicitation Documents** "Solicitation" and "Solicitation Documents" are defined in the Instructions to Offerors.
- 1.29 Special Terms and Conditions** "Special Terms and Conditions" are Section 3-A of Part 3 of the Solicitation Documents.
- 1.30 Specification** "Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "... any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the Scope of Work and could be bound separately from the other documents forming the Contract.
- 1.31 State** With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.32 State Indemnitees** "State Indemnitees" means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.
- 1.33 State Fiscal Year** "State Fiscal Year" means the period beginning each July 1 and ending each June 30.
- 1.34 Subcontract** "Subcontract" means any contract, express or implied, between 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 Materials, the performing of any Services, or the carrying out of any other aspect of the Work.



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- 1.35 Subcontractor** "Subcontractor" has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is "... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ."The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.36 Uniform Terms and Conditions** The "Uniform Terms and Conditions" are made up of this document and whichever of the Appendices are indicated in the Special Terms and Conditions as being applicable.
- 1.37 Work** "Work" means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2.0 Contract Interpretation

- 2.1 Arizona Law** The Contract is governed by and is to be interpreted in accordance with the laws of the State of Arizona, including the Arizona Procurement Code, without consideration of conflict of laws principles.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.
- 2.3 Usage** Where the Contract:
1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to "Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractors' respective agents, representatives, and employees" in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
 2. uses the permissive "may" with respect to a party's actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
 3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.
 4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;
 5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and



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6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

**2.4 Contract Order
of Precedence**

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

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

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

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

**2.5 Independent
Contractor**

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

2.6 Severability

Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.

**2.7 Complete
Integration**

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



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**2.8 No Waiver
of Rights**

Either party's failure to insist on strict performance of any term or condition of the Contract is not and is not to be construed as being, nor will it be deemed to be, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.

3.0 Contract Administration and Operation

3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance and continue for the period specified in the Special Terms and Conditions unless canceled, terminated, or permissibly extended. If the Special Terms and Conditions do not specify a period, then the initial term is 1 (one) year. State has no obligation to extend or renew the Contract past the initial term.

**3.2 Contract
Extensions**

State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the Special Terms and Conditions. If the Special Terms and Conditions do not specify a period, then the maximum aggregate term is 5 (five) years.

**3.3 Notices and
Correspondence**

3.3.1 TO CONTRACTOR. Unless stated otherwise in the Special Terms and Conditions, State shall:

(a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and

(b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2 TO STATE. Unless stated otherwise in the Special Terms and Conditions, Contractor shall:

(a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and

(b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

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

**3.4 Signing of Contract
Amendments**

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

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

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

**3.5 Click-Through
Terms and
Conditions**

Unless expressly stated otherwise in the Special Terms and Conditions, if either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of



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administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6 Books and Records

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

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

3.6.3 AUDITING. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the Special Terms and Conditions, for the Work itself.

3.8 Inspection and Testing

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

3.9 Ownership of Intellectual Property

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

(a) "Government Purpose Rights" are:

- i. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;



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- ii. the right to release or disclose that work product to third parties for any State government purpose; and
 - iii. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.
- (b) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

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

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

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

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

3.10 Subcontracts

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

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

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



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- 3.11 Non-Discrimination** Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 3.12 E-Verify Requirements** As required by A.R.S. § 41-4401, Contractor and each Subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each Subcontractor acknowledge that under A.R.S. § 41-4401, State retains the legal right to inspect the papers of any Contractor or Subcontractor employee who works under the Contract to ensure that Contractor or Subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
- 3.13 Offshore Performance of Certain Work Prohibited** Contractor shall only perform those portions of the Services that directly serve State or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the Specifications or the Scope of Work, this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to work performed by Subcontractors at all tiers.
- 3.14 Orders**
- 3.14.1 **ORDER SUFFICIENCY.** The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued as set forth in the Special Terms and Conditions that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.14.2 **ORDER TERMS.** All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.14.3 **ORDERS ARE OBLIGATORY.** Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.14.4 **SPECIAL CASE.** In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract in the Special Terms and Conditions and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.
- 3.14.5 **NO MINIMUMS OR COMMITMENTS.** Unless expressly stated otherwise in the Special Terms and Conditions: (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.
- 3.14.6 **NON-CONTRACTED MATERIALS OR SERVICES.** Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.



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3.15 Statewide Contract Provisions

If the Special Terms and Conditions indicate that the Contract is for statewide use, then the following provisions apply:

1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

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


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

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

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

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

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

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they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.16 Multiple-Use Provisions

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

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

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

3.17 Other Contractors

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

3.18 Work on State Premises

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

3.20.3 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the



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**3.19 Advertising,
Publishing and
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necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*].

Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer, which approval Procurement Officer may withhold at his or her discretion.

4.0 Costs and Payments

4.1 Payments

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

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

**4.2 Applicable
Taxes**

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

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

**4.3 Availability
of Funds**

By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

5.0 Contract Changes

**5.1 Contract
Amendments**

The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the Contract based on any such purported changes.



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**5.2 Assignment and
Delegation**

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

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

6.0 Risk and Liability

6.1 Risk of Loss

Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

**6.2 Contractor
Insurance**

Contractor shall provide the insurance called for in the Special Terms and Conditions.

**6.3 Basic
Indemnification**

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless State Indemnitees from Indemnified Basic Claims that: (a) are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor Indemnitor; (b) arise out of or are recovered under worker compensation laws; and/or (c) arise out of a Contractor Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor Indemnitors shall indemnify the relevant State Indemnitees from and against Indemnified Basic Claims in all instances except where the Indemnified Basic Claim arises solely from those State Indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor Indemnitors with respect to State Indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor Indemnitors. In consideration of the award of the Contract by a State Indemnitee, Contractor hereby waives all rights of subrogation against State Indemnitees for losses arising from the Work.

If Contractor is a public agency, this paragraph does not apply and subparagraph 6.3.2 below applies instead.

6.3.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

If Contractor is not a public agency, this paragraph does not apply and subparagraph 6.3.1 above applies instead.



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**6.4 Patent and
Copyright
Indemnification**

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

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

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

6.5 Force Majeure

6.5.1 **DEFINITION.** For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.8 [*Performance in Public Health Emergency*], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

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

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

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



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**6.6 Third Party
Antitrust
Violations**

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

7.0 Warranties

7.1 Liens

Contractor warrants that the Materials and Services when accepted will be and will remain free of liens or other encumbrances.

**7.2 Conformity to
Requirements**

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

**7.3 Contractor
Personnel**

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

**7.4 Intellectual
Property**

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

**7.5 Compliance
with Laws**

Contractor warrants that the Materials and Services do and will continue to comply with all applicable federal, state, and local laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the non-compliance.

**7.6 Licenses and
Permits**

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

**7.7 Operational
Continuity**

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

**7.8 Performance in
Public Health
Emergency**

Contractor warrants that it will:

1. have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [*Force Majeure*] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan



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implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

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

7.9 Lobbying

7.11.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
- ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

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

7.10 Survival of Warranties

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

8.0 State's Contractual Remedies

8.1 Right to Assurance

If State in good faith has reason to believe that Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Contractor promptly provide written assurance of intent to perform. Failure by Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for State to exercise any other remedy available to it under the Contract or laws.

8.2 Stop Work Order

The State may at any time require Contractor to stop all or any part of the Work by written order. Upon receipt of a stop order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to State associated with the portions of the Work covered by the order. If Contractor incurs losses, it may make a claim under Article 10.

8.3 Non-exclusive Remedies

State's rights and remedies under the Contract are not exclusive.

8.4 Nonconforming Tender

The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully constitutes a breach of contract, in which event State will be entitled to exercise any remedy available to it under the Contract or laws.

8.5 Right of Offset

State is entitled to offset against any sums due Contractor any expenses or costs State incurs or damages it has assessed against it concerning Contractor's non-conforming performance or failure to carry out the Work, including any expenses, costs, and damages to which it is entitled by the Contract or laws.



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9.0 Contract Termination

- 9.1 Termination for Conflict of Interest** By A.R.S. § 38-511, State may terminate the Contract within 3 (three) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of State is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Contractor receives State's written notice of the termination unless the notice specifies a later date.
- 9.2 Gratuities** State may, by written notice, terminate the Contract, in whole or in part, if State determines that employment or a Gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of State for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. State, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of 3 (three) times the value of the Gratuity offered by Contractor.
- 9.3 Suspension or Debarment** State may, by written notice to Contractor, terminate the Contract immediately if State discovers that 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. State has taken Contractor's submittal of the Accepted Offer and will take its performance under the Contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.
- 9.4 Termination for Convenience** State may terminate the Contract when in the best interest of State, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the Contract. Upon receipt of State's written termination notice, Contractor shall stop work as directed in the notice, notify all Subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to State. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the Contract will become State's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination, provided that, the cost principles and procedures in A.A.C. R2-7-701 are to be applied.
- 9.5 Termination for Default** In addition to the rights reserved to it under the Contract, State may terminate the Contract in whole or in part due to Contractor's failure to: (a) comply with any term or condition of the Contract; (b) obtain and maintain all required insurance policies, bonds, licenses, and permits; or (c) make satisfactory progress in carrying out the Work. Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the Contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become State's property, and Contractor shall deliver all of it immediately on demand. State may, following termination of the Contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to State for any excess cost State incurs in procuring such substitutes.
- 9.6 Continued Performance Required** Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any termination, as directed by State in the notice.



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10.0 Contract Claims

- 10.1 Claim Resolution** Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
- 10.2 Mandatory Arbitration** In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

11.0 General Provisions for Materials

- 11.1 Applicability** Article 11 applies to the extent the Work is or includes Materials.
- 11.2 Off-Contract Materials** Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders; State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.
- 11.3 Compensation for Late Deliveries** Contractor shall have clear, published policies in place regarding late delivery, order cancellation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.
- 11.4 Indicate Shipping Costs on Order** Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one).
- 11.5 Current Products** Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.
- 11.6 Maintain Comprehensive Selection** Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.
- 11.7 Additional Products** State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of



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- discount relative to market price as were the original ones. Demonstration of (b) typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.
- 11.8 Discontinued Products**
- If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones (with demonstration being as described in subparagraph 11.7).
- 11.9 Forced Substitutions**
- Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.
- 11.10 Recalls**
- In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
- 11.11 Delivery**
- 11.11.1 PRICING.** Unless stated otherwise in the Commercial Document, all Materials prices set forth therein are FCA (seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.o.b. Origin, Contractor's Facility" under FAR 52.247-30.
- 11.11.2 LIABILITY.** Unless stated otherwise in the Commercial Document or an Order, Contractor's liability for all Materials is DDP (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.
- 11.11.3 PAYMENT.** Unless stated otherwise in the Commercial Document or an Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.
- 11.12 Delivery Time**
- Unless stated otherwise in the Commercial Document generally or in the applicable Order particularly, Contractor shall make delivery within 2 (two) business days after receiving each Order.



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11.13 Delivery Locations

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

1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;
2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;
3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and
4. if the Contract is for unrestricted statewide use, then:
 - (a) Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;
 - (b) if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and
 - (c) if the Commercial Document indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

**11.14 Conditions at
Delivery Location**

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

**11.15 Materials
Acceptance**

State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16 Correcting Defects

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

1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.



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2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.
3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17 Returns

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

11.18 Order Cancellation

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

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

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

11.19 Product Safety

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

11.20 Hazardous Materials

Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of



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and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12.0 General Provisions for Services

- 12.1 Applicability** Article 12 applies to the extent the Work is or includes Services.
- 12.2 Comprehensive Services Offering** Contractor shall provide the comprehensive range of services for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if co-op buying applies.
- 12.3 Additional Services** State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.
- 12.4 Off-Contract Services** Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
- 12.5 Removal of Personnel** Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
- 12.6 Transitions** During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing)



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to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

- 12.7 Accuracy of Work** Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 12.8 Requirements at Services Location** Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 12.9 Services Acceptance** State has the right to make acceptance of Services subject to acceptance criteria. State may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for un-accepted Services; and State may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for State's rejection.
- 12.10 Corrective Action Required** Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.
1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
 2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that, State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
 3. Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

13.0 Data and Information Handling

- 13.1 Applicability** Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.
- 13.2 Data Protection and Confidentiality of Information** Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or



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disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

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

13.3 Personally Identifiable Information.

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

For purposes of this paragraph:

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

NOTE (1): For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/default/files/omb/memoranda/fy2007/m07-16.pdf>

NOTE (2): For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>

13.4 Protected Health Information

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

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



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NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

- 14.1 Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6) 6: "... computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.
- 14.2 Background Checks** Each of Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. § 41-710. Contractor shall obtain and pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
- 14.3 Information Access**
- 14.3.1 **SYSTEM MEASURES.** Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 14.3.2 **INDIVIDUAL MEASURES.** Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 14.3.3 **ACCESS CONTROL.** Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
- 14.4 Pass-Through Indemnity**
- 14.4.1 **INDEMNITY FROM THIRD PARTY.** For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.



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

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

14.5 Systems and Controls

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

14.6 Redress of Infringement.

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

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

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

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

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

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

14.7 First Party Liability Limitation

14.7.1 LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.



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14.7.2 PROVISOS. This paragraph 14.7 limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph 14.7 does not limit liability arising from any:

- (a) Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;
- (b) claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or
- (c) provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.2 PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.3 NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

**14.8 Information
Technology
Warranty**

14.8.1 SPECIFIED DESIGN. Where the Scope of Work (Section 2-A of the Solicitation) for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

- (a) modified or altered by anyone not authorized by Contractor to do so;
- (b) maintained in a way inconsistent to any applicable manufacturer recommendations; or
- (c) operated in a manner not within its intended use or environment.

14.8.2 COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

- (a) to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- (b) the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- (c) it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

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

14.9 Specific Remedies

Unless expressly stated otherwise elsewhere in the Contract, State's remedy for breach of warranty under paragraph 14.8 includes, at State's discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor's payment of State's additional, documented, and reasonable



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costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

15.0 Comments Welcome

Separate and apart from this solicitation, the State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments the public may have.

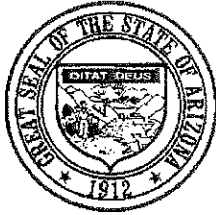
The public may submit comments to:

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State Procurement Office, 100 North 15th Avenue, Suite 201
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End of Section 3-B

End of Part 3

End of Solicitation Documents



Request for Proposals
Solicitation No.
ADSP017-00006906
Description:
**Elevator, Escalator, Chairlift, and Moving
Walkway Repair and Maintenance**

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**PART 2 of the SOLICITATION:
Technical and Commercial**

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Section 2-A: Scope of Work

Date: 11/25/2016

1.0 Purpose

- 1.1 The purpose of this solicitation is to contract with qualified firm(s) or individual(s) to perform labor, testing, preventative maintenance, repairs and inspections as required for any vertical transportation system(s) and moving walkway(s) at various locations within the State of Arizona. Refer to Exhibit 1 for a list of Arizona Department of Administration Elevators. Exhibit 1 is not all inclusive and each Eligible Agency will provide an Exhibit 1 equipment list to the awarded Contractor.
- 1.2 Contractor shall establish mutually agreeable Exhibit 1 pricing for each Eligible Agency preventative maintenance program specific equipment in accordance with contract taking into account the age and condition of the equipment.

2.0 Overview


Scope Summary

- 2.1 The Contractor shall provide labor for scheduled testing, preventative maintenance, repair, and inspection services for all Eligible Agency vertical transportation systems.
- 2.2 Any new vertical transportation system or moving walkways and/or modernization of existing systems currently under an existing warranty will initially be excluded from the resultant contract until such time as the current warranty expires. As existing maintenance/warranty agreements expire, equipment may be added in accordance with contract terms and conditions. If modernization of existing system is conducted the equipment maintenance shall be suspended during the modernization period.
- 2.3 An Eligible Agency may prepare a formal solicitation in accordance with the jurisdiction procurement code for any repair as determined in the best interest of the individual agency.
- 2.4 Contractor(s) shall ensure all equipment covered under this contract receive the services necessary to meet industry safety and operating standards.
- 2.5 Preventative maintenance program requirements not specifically detailed within the scope of work shall be detailed by the Eligible Agency and performed by the Contractor in accordance with all applicable codes, laws, and industry specifications.
- 2.6 Maintenance coverage includes: Contractor Maintenance Control Program, preventative services and adjustments, routine examinations, standard and non-standard time callback services, emergency services, inspection and testing, minor components.

Contract Awards

- 2.7 See section 1B, 7.0 Award of Contract in the Instructions and Attachments document.

The state may award multiple contracts by region as outlined in Exhibit 2 Arizona Regions to the least number of suppliers deemed necessary by the state to meet requirements. The newly awarded Contractor shall work with the Eligible Agency to transition from any existing contract.

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Projected Usage


- 2.8 The State anticipates considerable activity resulting from any awarded Contract as a result of this solicitation; however, no commitment of any kind is expressed or implied as to quantities actually acquired during any resultant contract term.

Payment Considerations

- 2.9 Each Eligible Agency shall be responsible for any payment(s) for services requested from any awarded Contractor(s).

3.0 Definitions

- 3.1 **Vertical Transportation System:** Various means of travel between building floors.
- 3.2 **Mechanic/Apprentice/Helper:** Employee(s) of the Contractor providing any services as outlined in the solicitation. The minimum requirements level of credentials for types of mechanic(s) is addressed under "Employee Work Credential."
- 3.3 **Hours of Operations (MST):** Hourly Rate for Contractor employee to perform services, shall only be charged to Eligible Agency when the scope of service from an approved work order is not covered under preventative maintenance, repair or inspection services: **(SEE ATTACHMENT 4-A (PRICING DOCUMENT))**
- 3.3.1 Standard Hours of Operation (Monday through Friday 7: a.m. - 5:00 p.m.)
- 3.3.2 Non-Standard Hours of Operation, Overtime (Monday through Friday 5:01 p.m. – 6:59 a.m.)
- 3.3.3 Weekend Services (Saturday through Sunday) (Saturday 12:01 a.m. to 6:59 a.m. Monday)
- 3.3.4 State Holiday
- 3.4 **Facilities Maintenance Coordinator (FMC):** The individual responsible for the department surveillance of the work in accordance with the contract. The FMC communicates with the Contractor on needed preventative maintenance services and repairs. The FMC shall also be responsible for approving all scheduled maintenance, trouble/service calls, both call back and emergency call back, and test/inspections completed by the Contractor.
- 3.5 **Mechanic (Journeyman Level):** The primary worker responding to and performing the scope of the service request meeting the experience level as required by the contract.
- 3.6 **Apprentice/Helper:** An Apprentice/Helper is defined as an additional experienced worker that is necessary to assist the Mechanic in responding to and performing the scope of the service request. Helpers have separate line items for their labor rates.
- 3.7 **Original Equipment Manufacturer (OEM):** The manufacturer of the complete production equipment whether assembled from parts of its own manufacturer or from parts or components furnished by other manufacturers or a combination of both.
- 3.8 **Preventive Maintenance (PM):** That service performed by the Contractor on a scheduled basis, which is designed to keep the equipment/systems in proper operating condition. It includes a verification of proper tolerances (tightness, fluid levels, voltages, etc.), and adjustments or other actions as necessary and appropriate in accordance with the manufacturer's maintenance specifications and as authorized in the work order.
- 3.9 **Eligible Agency:** Refers to a State agency or Cooperative agency.

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- 3.10 **Correction Order:** A Correction Order is the collection of required repair/maintenance tasks, per the request of a certified State Elevator Inspector, needing to be completed by the Contractor at no additional costs to the eligible agency.
- 3.11 **Service/Trouble Calls:** When the FMC requests the Contractor to fix a problem identified On-Site for an existing elevator during standard hours of operation 7:00 a.m. to 5:00 p.m. (Mountain Standard Time), additional cost shall not be charged to the Eligible Agency for any Service/Trouble Calls during standard hours of operation.
- 3.12 **Repair Work:** If work requested from a Service/Trouble Call is greater than (2) hours of work and/or requires a second person to fix identified issue(s), the work shall be considered as "Repair Work."
- 3.13 **Emergency Call Back:** An "emergency call back" is a request from the Eligible Agency, or Capital Police Services for the Contractor to provide elevator service within one (1) hour **NOT** during standard hours of operation.

4.0 Vertical Transportation Maintenance and Repair

- 4.1 Contractor shall use personnel trained and qualified in the proper maintenance of the appropriate vertical transportation system. The personnel shall be qualified to keep the equipment properly adjusted, and shall use all reasonable care to maintain in proper and safe operating condition.
- 4.2 All scheduled periodic inspections and maintenance services shall be in accordance with OEM and Industry Standards, and as required by the Eligible Agency Inspector. The Contractor shall provide all testing required to maintain the annual licensing by the Eligible Agency Inspector. All work shall be in accordance with the current ASME Code A17.1 Safety Code for Elevators and Escalators, ASME Code A Section 17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks and ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts.
- 4.3 The Contractor shall regularly and systematically examine each elevator and/or escalator at a minimum frequency cycle as determined for ADOA equipment by ADOA or as otherwise directed by the Eligible Agency. The Contractor shall cooperate with the Facilities Maintenance Coordinator (FMC) to provide a schedule of maintenance services to be performed for the elevator/escalator systems. The agreed upon schedule shall not be altered without prior written approval from the FMC. The Contractor shall at a minimum perform the following as part of the maintenance of each elevator/escalator.
- 4.4 If a Service/Trouble Call is made on any elevator/escalator during standard hours of operation from 7:00 a.m. to 5:00 p.m. (Mountain Standard Time) and on arrival the elevator/escalator is found to be running (ROA), there shall be no additional charge to the Eligible Agency. The call response shall be treated as any other Service/Trouble Call to determine if the elevator is operating properly. The Eligible Agency shall make every attempt to verify that the elevator/escalator is in fact out of service, before the Service/Trouble call service request is made.

Pre-inspection of equipment

- 4.5 The Contractor shall within thirty (30) days from the contract award, perform an equipment condition survey and assess all elevator equipment and within (90) days escalator equipment covered under this SOW (Appendix B) to establish a condition baseline. The equipment condition survey shall include observations of deficiencies in equipment condition, operation and/or performance and shall provide a documented baseline report of deficiencies and serve as a "starting point" for contractor to provide ongoing maintenance. The Contractor shall be responsible for providing any additional resources necessary to complete this task as part of the base services portion of the contract.
- 4.6 The equipment condition survey report shall identify and validate all equipment deficiencies, any missing blueprints and schematics that the Contractor claims exist, together with a detailed

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breakdown of the estimated cost to repair each deficiency and a recommended priority to correct each. A draft copy of the equipment condition survey report shall be submitted to the FMC within five (5) business days of the inspection completion date and final report to be submitted to the FMC within five (5) business days from the draft report approval date. The Eligible Agency will determine how and when each reported item will be addressed. Eligible Agency will immediately remove the unit from service if severity of the problem requires such action will not return to operational mode until repairs are performed. Correction of these deficiencies will be accomplished by either Contractor providing a cost proposal to correct the prior service provider violations or deficiencies as a supplemental service in accordance with pricing under this SOW, or by competitive procurement as determined by the Eligible Agency.

Inspections and Testing

- 4.7 The following schedule of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum of operations and frequency of performance required. The Contractor must recognize that additional services may be required in order to comply with performance evaluation requirements.
 - 4.7.1 Services shall include, but not be limited to, the cleaning, lubrication, adjustment, repair and replacement of worn parts necessary to maintain the unit within the guidelines specified in ASME 17.1 and in this agreement.
 - 4.7.2 No elevator equipment room door locks will be added or changed without approval from the FMC for each building.
- 4.8 The Contractor(s) shall provide assistance to the State Elevator Inspector if requested by the FMC or the State Elevator Inspector. The Contractor shall make, or cause to have made, repairs and/or testing identified by the State Elevator Inspector in the form of Correction Orders that has been included in the scope of work identified in this contract, at no additional cost to the Eligible Agency.
- 4.9 All elevator systems covered shall be completely inspected and serviced per the maintenance schedule as requested by the Eligible Agency. The Contractor shall obey the Arizona Elevator Act (Title 23, Chapter 2, Article 12) and the most updated ASME A17.1 Safety Code for Elevators and Escalators.
- 4.10 In addition, extra service personnel shall be required to respond to service/trouble calls, to ensure preventative maintenance schedules are not interrupted.

Perform Periodic Safety Tests and Inspections

- 4.11 The Contractor shall perform periodic safety tests of the elevator components. The periodic safety tests shall be conducted according to the latest edition of the ASME A17.1 Code. Test results shall be recorded on forms according to code. Certified copies of the completed test result forms shall be submitted to the applicable Eligible Agency after a safety test has been completed.
- 4.12 Periodic inspections, as performed by city, county, state, federal government, and/or insurance agencies, or their representatives, shall be included as part of this contract, and the Contractor shall be responsible for all repairs and/or testing identified by these inspections in the form of Correction Orders at no additional cost to the Eligible Agency.

Emergency Elevator Telephone Testing

- 4.13 The Contractor shall perform telephone testing during the Eligible Agency standard hours of operation. This maintenance shall be performed with each elevator's maintenance schedule as determined by the eligible agency. A monthly report shall be sent to the FMC indicating whether telephone is in service or not and the date tested. Failure to provide pricing for telephone monthly testing may result in your proposal being determined non susceptible for award.



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Housekeeping

- 4.14 The Contractor shall clean all elevator equipment. Cleaning shall occur at regular scheduled maintenance intervals sufficient to maintain a professional appearance and preserve the life of the equipment. The cleaning shall include at a minimum all elevator guide rails, overhead sheaves, beams and counterweight rails, car tops, bottom of platforms, pits, car door seals, and machine room floors on a monthly basis at a minimum. Cleaning of interiors of cars and exteriors of hoist-way doors and frames shall be excluded.

Lubricate

- 4.15 The Contractor shall lubricate machinery and equipment at intervals recommended by the original equipment manufacturer (OEM) or as directed by industry standards. All lubricants shall meet or exceed the minimum requirements specified by the manufacturer of the equipment and shall be furnished by the Contractor. The Contractor shall remove all "Drained Oils" from the site and dispose of at the Contractor's expense in accordance with CFR-40 and CFR-49.

Adjust

- 4.16 The Contractor shall use qualified individuals and proper diagnostic tools to make all necessary adjustments. When operation of the equipment varies from its normal or originally designed performance standards due to normal wear and use, and at regular intervals frequent enough to maintain a smooth quiet ride and optimum operating condition.

Replace

- 4.17 The Contractor shall replace all worn or defective parts covered under the contract as required. Replacement of the items shall occur during the course of scheduled preventative maintenance, at a frequency sufficient to prevent an unscheduled elevator shutdown and/or ensure the continued normal operation of the elevator. Parts redesigned by and recommended as replacement parts by the OEM shall be used.

Blueprints

- 4.18 The Contractor shall keep current all blueprints for each site. A copy of such blueprints shall be kept at all times in the main equipment room for each elevator/escalator. The Eligible Agency shall be responsible for the cost of supplying required blueprints.

Signage

- 4.19 When an elevator/escalator is out of service the Contractor shall provide a professional quality (8-1/2)" x (11)" minimum magnetic sign and a barricade must be placed in plain sight on each floor the elevator/escalator services noting, "Out of Service".

Semi-Monthly (Traction Elevators) and Monthly Services (Hydraulic Elevators)

- 4.20 Contractor personnel will be provided sufficient time and access to equipment to ensure the below operations may be performed during inspection. The Eligible Agency may request service on alternate weeks as required (part of the operations one week, and the remainder the following week) continuing on this basis throughout the contract period.

- 4.20.1 Ride each car; check operation of car and hatch doors; also acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
- 4.20.2 Inspect and wipe clean all motors, machines, and generators and hydraulic components.
- 4.20.3 Inspect controllers, selectors, selector drives, and governors.
- 4.20.4 Clean and adjust all controller and selector contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.



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- 4.20.5 Wipe clean all motor, communicators, clean and check brushes, and brush holders. Renew or reseal brushes if necessary.
- 4.20.6 Clean and lubricate direction and accelerating switches.
- 4.20.7 Inspect brake operation. Check shoe to brake pulley clearance and adjust as required to proper operation. Clean pulley if necessary.
- 4.20.8 Check and record operation of in car emergency phone, emergency cab lighting and phase I fire service recall.

Quarterly Services (Elevators)

- 4.21 Clean hoist-way pits and inspect equipment in them. Make repairs and replacements as necessary.
- 4.22 Inspect working parts of all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, bushings, and rubbing surfaces for cleanliness and wear.
- 4.23 Inspect all door operating equipment, including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
- 4.24 Check retiring cam operation and make necessary adjustments or corrections.
- 4.25 Examine all wire ropes and fastenings, check and adjust rope tension.
- 4.26 Examine traveling cables for wear and position.
- 4.27 Examine counterweight.
- 4.28 Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust, repair or replace as necessary.
- 4.29 Lubricate selector drive screw and guides and clean contacts if necessary.
- 4.30 Clean and lubricate automatic slow-down and stopping switches on top of cars.
- 4.31 Clean car position indicators, re-lamp, and adjust if necessary.
- 4.32 Inspect, clean, and lubricate car guides (unless roller guides are used).
- 4.33 Inspect hydraulic valves, belts, motors, pumps, and associated equipment. Make repairs or replacements as necessary.

Semi-Annual Services (Elevators)

- 4.34 Check bearings for proper operation and wear.
- 4.35 Examine machine gear teeth for cutting or noise.
- 4.36 While riding on top of cars, physically check condition and operation of door locking equipment.
- 4.37 Perform electrical test of door interlock circuits.
- 4.38 Examine door locks and door closer equipment. Clean door channels.
- 4.39 Examine car and counterweight guide shoe and fastening.
- 4.40 Renew gibs or rollers when necessary. Lubricate switches and buttons.
- 4.41 Remove car station cover, position indicator cover, and indicator fixture covers, blow out; clean or lubricate switches and buttons and re-lamp.

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Annual Services (Elevators)

- 4.42 Examine, clean with proper solution, and repair as necessary, communicator, brushes, and brush holders of all small control motors and regulators.
- 4.43 Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, and proper adjustment. Clean, readjust, repair or replace as necessary.
- 4.44 Check, clean and adjust operation of slow down and limit switches.
- 4.45 Examine all moving parts of governor and safety for free operation. Clean and adjust. Perform actual test of safety at slowest operating speed, with no load.
- 4.46 Examine, clean and add oil to buffers. If necessary, perform "hand test" of plunger return.
- 4.47 Blow out and vacuum clean controller motors and motor generator sets.
- 4.48 Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
- 4.49 Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly and readjustment.
- 4.50 Clean and lubricate hatch door hangers, track and door arms.
- 4.51 Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.
- 4.52 Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
- 4.53 Schedule, coordinate and complete statutory and other equipment tests including but not limited to: Annual no load slow speed test of car and counterweight safeties, governors, and buffers, one (1) year annual tests, five (5)-year full load safety test, full speed test or car and counterweight safeties, governors and buffers.
 - 4.53.1 If an Eligible Agency requests the five (5) year full load safety test be performed outside of normal business hours, the Contractor shall only charge the difference between the normal hourly rate and the overtime rate for the test time.

Information Technology

- 4.54 Software installations and retrofits shall be paid by Eligible Agency.

5.0 Escalator and Moving Walks Maintenance

- 5.1 Contractor shall maintain escalators in accordance with ASME A17.
- 5.2 The Contractor shall examine, clean, lubricate, adjust, and when conditions warrant, repair or replace components including, but not limited to, the following:
 - 5.2.1 Machines, drive motors, drive belts and timing belts, reducers, bearings and thrusts, brake coils, contacts, relays, step chains, axles, worms and gears, drive chains, step assemblies, belts, handrails, handrail drives, controller components, sprockets, step tracks and handrail tracks, tension devices, combs and comb plates, landing plates, lubricators, under step and demarcation lighting, safety switches and devices, signal and control devices, all equipment which is normally installed as part of the escalator/walkway equipment, and any solid-state devices.



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- 5.2.2 The Contractor shall keep the escalator operation smooth and quiet and shall clean and vacuum the interior of the escalator trusses a minimum of twice per year; including but not limited to, pans, rollers, tracks, drives, lubricators, switches, sprockets, and pit area.
- 5.2.3 The Contractor shall perform a complete and thorough annual clean down of each escalator/walkway unit to coincide with the annual state inspections. The clean down is to include the removal of a minimum of 50% of the escalator steps. The Contractor shall clean the underside of all steps, pans, rollers, tracks, drives, switches, sprockets, and pit area to remove oily residue, dirt and other debris (this requirement is to supplement the procedures listed in item 2 above. All truss support bolts and track shall be tightened and checked for alignment. Support members for inner and outer decks, skirts and balustrade shall be tightened and provide a smooth outer surface throughout the entire length of the unit.
- 5.2.4 The Contractor shall maintain the cleanliness of car tops and pits that are visible to the public.
- 5.2.5 The interior of the units, pits, pans, machinery, balustrade interiors, shall be cleaned annually, or more often if required by inspections.
- 5.2.6 Clean-downs are considered preventive maintenance work. The Authority expects the Contractor to bring in a helper to work with mechanic for clean-downs. The contractor's representative shall be responsible to properly escorting the helper.

6.0 Wheelchair Lifts, Sidewalk Freights and Dumbwaiters

6.1 Semi-Annual

- 6.1.1 Check operation of car and hatch doors; also acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
- 6.1.2 Inspect and wipe clean all motors, machines, and hydraulic components.
- 6.1.3 Inspect controllers, selectors, selector drives, and over speed devices.
- 6.1.4 Clean and adjust all controller and selector contacts and renew worn contacts where necessary. Check sequence operation.
- 6.1.5 Wipe clean all motors.
- 6.1.6 Clean and lubricate directional switches.
- 6.1.7 Inspect braking operation.
- 6.1.8 Check and record operation of in car emergency phone, emergency cab lighting and phase I fire service recall, where applicable.
- 6.1.9 Clean hoist-way pits and inspect equipment in them. Make repairs and replacements as necessary.
- 6.1.10 Inspect working parts of all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, bushings, and rubbing surfaces for cleanliness and wear.
- 6.1.11 Inspect all door operating equipment, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust or replace as necessary.
- 6.1.12 Check retiring cam operation and make necessary adjustments or corrections.



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- 6.1.13 Examine all wire ropes and fastenings, check and adjust rope tension.
- 6.1.14 Examine traveling cables for wear and position.
- 6.1.15 Examine counterweight.
- 6.1.16 Inspect door monitoring equipment and safety edge units (where applicable). Clean, lubricate, adjust, repair or replace as necessary.
- 6.1.17 Lubricate selector drive screw and guides and clean contacts if necessary.
- 6.1.18 Clean and lubricate automatic slow-down and stopping switches.
- 6.1.19 Clean car position indicators, re-lamp, and adjust if necessary.
- 6.1.20 Inspect, clean, and lubricate car guides (unless roller guides are used).
- 6.1.21 Inspect hydraulic valves, belts, motors, pumps, and associated equipment. Make repairs or replacements as necessary.
- 6.1.22 Check bearings for proper operation and wear.
- 6.1.23 Perform electrical test of door interlock circuits.
- 6.1.24 Examine door locks and door closer equipment. Clean door channels.
- 6.1.25 Examine car and counterweight guide shoe and fastening.
- 6.1.26 Renew gibs or rollers when necessary. Lubricate switches and buttons.
- 6.1.27 Remove car station cover, position indicator cover, and indicator fixture covers, blow out; clean or lubricate switches and buttons and re-lamp.

6.2 Annual Services

- 6.2.1 Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, and proper adjustment. Clean, readjust, repair or replace as necessary.
- 6.2.2 Check, clean and adjust operation of slow down and limit switches.
- 6.2.3 Examine all moving parts of governor and safety for free operation (Where applicable). Clean and adjust. Perform actual test of safety at slowest operating speed, with no load.
- 6.2.4 Examine and buffers.
- 6.2.5 Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
- 6.2.6 Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly and readjustment.
- 6.2.7 Clean and lubricate hatch door hangers, track and door arms.
- 6.2.8 Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.
- 6.2.9 Clean rails, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
- 6.2.10 Schedule, coordinate and complete statutory and other equipment tests including but not limited to: Annual no load slow speed test of car and counterweight safeties and governors, one (1) year annual tests.



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7.0 Response Time Requirements

Service/Trouble Call (All Elevators)

7.1 The Contractor shall go to a specific elevator to correct any problem and/or condition per the request of an FMC before the Contractor's next scheduled preventative maintenance visit. This Trouble/Service Call, is work that can ordinarily be performed by one person working alone at the job site for a period of time not exceeding two (2) hours.

7.1.1 Work required in excess of the basic two (2) hours and/or which requires a second person, shall be considered "Repair work."

(a) Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal with a detailed list of pricing for formal approval to proceed from the Eligible Agency.

Emergency Call Back Services

7.2 The Contractor shall provide the FMC with a list of emergency phone numbers. The Contractor shall provide emergency services on a twenty-four hour, seven days a week schedule (24-7). **In the event the FMC cannot make contact with the primary Contractor, or the primary Contractor does not respond to a call for service, the FMC may, at its sole discretion, have the necessary repairs completed by an alternate source and all costs incurred will be the responsibility of the primary Contractor.** The FMC shall provide to the primary Contractor an itemized cost list of the necessary labor and materials provided by the alternate source.

7.3 **The following is a prioritized list of emergency situations:**

7.3.1 Entrapments shall be identified as Priority One

7.3.2 Single elevators in a building are critical.

7.3.3 Two elevators in a building, both down, shall be considered critical.

7.4 Multiple elevators in a building, one operational, shall not be classified as an emergency and may be attended to the following business day.

7.5 All labor and material costs shall be at no cost to the Eligible Agency for any "emergency call back" services required due to negligence, or lack of performance, by the Contractor.

7.6 If "emergency call back" services are required by verifiable accident or by an act of vandalism, charges for materials and contracted hourly rates shall be billed to the Eligible Agency.

Elevator Phone Monitoring Services

7.7 Contractor shall provide twenty four (24) hour seven (7) day a week telephone monitoring service as requested by Eligible Agency. Service shall also include full maintenance and repair of the telephone unit. Contractor will notify the FMC immediately if at any time the telephone is not capable of being monitored.

7.7.1 A monthly Elevator Telephone Monitoring Service rate shall be provided to the Eligible Agency in accordance with the ATTACHMENT 4-A PRICING DOCUMENT. Failure to provide pricing for telephone monitoring may result in the offeror's proposal being determined non susceptible for award.

7.8 In the event the telephone system requires conversion from analog to digital, the Contractor will provide a cost proposal to the Eligible Agency for any equipment changes which may be required. Eligible Agency shall be responsible for coordinating, repairing, and maintaining the telephone link with their telecommunication supplier.



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Hours of Service

- 7.9 The Contractor shall perform all work during standard hours of operation from 7:00 a.m. to 5:00 p.m. (Mountain Standard Time).
- 7.9.1 Should an Eligible Agency request examination, Service/Trouble Call service, emergency call back service, cleaning, lubrication, adjustments, repairs or replacements of elevator equipment outside of standard hours of operation, the Eligible Agency shall compensate the Contractor with the appropriate hourly rate (**SEE ATTACHMENT 4-A PRICING DOCUMENT**).
- 7.10 The contractor shall also adhere to the State's published paid holiday schedule and not the contractor's schedule. The State shall not be charged for holiday hourly rates for the contractor's paid holiday schedule, if a Contractor paid holiday resides on a day other than a State holiday.

Response Time


- 7.11 As a requirement of the contract, the Contractor shall provide a response time as described below:
- 7.11.1 **Standard Hours of Operation** -- The Contractor's normal working hours shall be defined as Monday through Friday, excluding state holidays, from 7:00 a.m. to 5:00 p.m.
- (a) Contractor shall respond to **Service/Trouble Calls/Emergency Call Back** within twenty (20) minutes response time for all ADOA buildings in the Capitol Mall.
- (b) The Contractor's representative assigned to an Eligible Agency shall respond to Service/Trouble Calls/Emergency Call Back within a minimum of twenty (20) minutes response time if agency is located within fifteen miles of the Contractor's facility or location of the closest station technician; or as mutually agreed upon by the Eligible Agency and Contractor.
- 7.11.2 **Overtime, Weekend, State Holiday Hours** -- For service calls during times other than normal working hours 7:00 a.m. to 5:00 p.m. (Monday -- Friday), **the response time shall be no longer than one (1) hour.**

Response Time Penalty

- 7.12 During the term of this Agreement, if the Contractor fails to arrive at the previously agreed upon location within the required response time for service/trouble calls/emergency call back (excluding entrapment) (or a deviated time as may be mutually agreed upon between the Eligible Agency and Contractor), or without a full complement of staff and equipment required to complete the work, the Eligible Agency may impose a penalty against the Contractor equaling 10% of the total labor and repair cost of the work per incident. The Eligible Agency may discount the invoice in the amount of the 10% upon payment to the Contractor for the incident failure.

24 Hour Callback

- 7.13 The Contractor shall provide 24 hours per day, 7 days per week, 365 days per year, a dispatch desk with a single point for ALL 24-hour call back requests for service. A PERSON, not a voice mail shall answer calls placed to the dispatch desk.
- 7.14 The Contractor shall respond to all requests for service and corrective action The Contractor shall respond to all requests for service and corrective action 24 hours a day, 365 days of the year.
- 7.15 No repair shall be postponed or any unit placed out of service due to lack of Contractor resources.

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Running on Arrival (ROA)

- 7.16 If a Service/Trouble Call is made on any elevator during standard hours of operation from 7:00 a.m. to 5:00 p.m. (Mountain Standard Time) and on arrival the elevator is found to be running (ROA), there shall be no additional charge to the Eligible Agency. The call shall be treated as a Service/Trouble Call by the Contractor to determine if the elevator is operating properly.
- 7.17 The Eligible Agency shall make every attempt to verify that the elevator is out of service before the Service/Trouble call service request is made.

8.0 General Requirements

Employee Work Credentials

- 8.1 Journeyman level mechanics performing work under this contract shall possess the following minimum qualifications:
- 8.1.1 Seven (7) years' experience as a certified journeyman mechanic installing, troubleshooting, maintaining and/or adjusting elevator, escalator and moving walk equipment.
 - 8.1.2 Five (5) years of the required seven (7) years' experience shall be hands-on experience maintaining, troubleshooting and repairing elevators, escalators and moving walks similar to the equipment covered under this contract.
 - 8.1.3 Apprentice level mechanics shall have two (2) years full-time job experience as an apprentice/helper.

Attire

- 8.2 All Contractor employees, including subcontractors of the Contractor shall at all times, while on the job site in an official capacity be attired in a distinctive company uniform. The uniform shall have the Contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color combination (EXCEPT ORANGE) as appropriate, may be used for the uniforms.

Staffing

- 8.3 The Contractor shall provide staffing adequate to cover all applicable locations during the standard hours of operation to perform preventative maintenance, emergency service and response to trouble calls for all elevators.
- 8.4 The on-site mechanics will not be called off the on-site location during normal business hours, from 7:00 A.M. to 5:00 p.m. without prior knowledge and consent of the FMC.
- 8.5 The Contractor personnel shall not be assigned to major elevator upgrades and/or the remodeling (modernization) of any State elevator systems, which may be awarded under a separate contract.

Fingerprint and Background Checks

- 8.6 Contractor shall submit a full set of fingerprints and or background check information to the Eligible Agency of each person or employee who may provide such service under the contract upon request of the Eligible Agency. Additionally, contractor shall comply with the governing body fingerprinting or background check policies of each Eligible Agency.



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Entry Access

- 8.7 The Contractor shall secure and safeguard all keys, key cards, and any other entry devices and codes provided by the Eligible Agency. The FMC shall provide the Contractor with full and free access to the equipment to render services

Contract Transition

- 8.8 In the event the Contractor's service is terminated by the Eligible Agency, the Contractor shall continue to perform service upon request of the Eligible Agency until the new Contractor is transitioned.
- 8.9 Upon end of contract term, the current Contractor acknowledges its responsibility to cooperate fully with the newly awarded Contractor and Eligible Agency to ensure a smooth and timely transition to the newly awarded Contractor. Such transitional period should be completed no later than fifteen (15) days prior to the expiration date of the current contract. The current Contractor will invoice the Eligible Agency for services the current Contractor continues to perform during the transitional period at the current rate in effect.

Contractor's Phase-In New Contract Award

- 8.10 In order to accomplish a smooth and successful transition of operations and maintenance services, the newly awarded Contractor will provide Phase-In services at the request of the Eligible Agency up to sixty (60) days prior to the current contract term expiration. Newly awarded contractor and the current contractor are not required to work in tandem but must fully cooperate with one and another for access to the equipment for the newly award contractor to perform inspections of the equipment and to provide continuity for the transition of the contract.
- 8.11 The newly awarded Contractor will become responsible for operating or maintaining the equipment as equipment is transitioned during the Phase-In period and throughout the term of the contract.
- 8.12 Contractor's Phase-In period will begin upon receipt of a purchase order to "Start Phase-In Services" from the Eligible Agency.
- 8.13 The current Contractor shall perform the duties and services listed in its contract during the Contractor's Phase-In period until successfully transitioned to the newly awarded Contractor, and shall be available during the Phase-In period to answer questions and resolve issues or any misunderstandings.
- 8.14 During Phase-In period the newly awarded Contractor shall provide all required deliverables including but not limited to:
- 8.14.1 Review and verify equipment lists within the first fifteen (15) days of Phase-In.
 - 8.14.2 Arrange to have supervisory, technical, and other related personnel on site at the Eligible Agency to observe the operations and maintenance of the elevator, escalator, chairlift, and/or moving walkway.
 - 8.14.3 Recruit, transfer, train personnel and arrange for security badges with Eligible Agency.
 - 8.14.4 Ensure adequate parts, tools and equipment in place for systems maintenance.
 - 8.14.5 Develop and implement a schedules with the Eligible Agency.
 - 8.14.6 Provide Contractor contact telephone numbers.
 - 8.14.7 Provide Eligible Agency with an equipment deficiency list within thirty (30) days of the Phase-In.



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- 8.14.8 The Contractor shall be prepared to perform fully all work services upon receipt of purchase order from the Eligible Agency.

Contractor's Phase-Out

- 8.15 Sixty (60) days prior to Contract expiration, the Contractor/Incumbent shall submit a comprehensive close-out plan which will include a complete list of current activities and status, projected activities scheduled and impacts, staffing requirements, summary of the last twelve (12) months of monthly reports, and list of equipment to the Authority.
- 8.16 In order to accomplish a smooth and successful transition of operations and maintenance services and at no charge to the Eligible Agency, the Contractor/Incumbent shall provide Phase-out services for up to thirty (30) calendar days following the successor's receipt of "Start-Phase-In Notice" from the Authority and continue until successor's receipt of "official Notice to Proceed".
- 8.17 Contractor/Incumbent shall be totally responsible for providing the services under this Contract during its Phase-out period.
- 8.18 Contractor/Incumbent shall provide all required deliverables including, but not limited to:
- 8.18.1 Contact List FMC's for each eligible agency identified in the most updated equipment list file.
 - 8.18.2 Process for returning Agencies Identification Badges, keys, etc.
 - 8.18.3 Reporting requirements.
 - 8.18.4 Inventory of supplies, materials, tools, and equipment.
 - 8.18.5 Permits, licenses, and certification.
 - 8.18.6 Detailed transition plan.
- 8.19 The Contractor/Incumbent and the successor contractor shall jointly prepare a mutually agreeable detailed plan for approval by the Manager, Facilities Division for the phase-out of the Contractor/Incumbent and the phase-in of the successor contractor.

Materials Used

- 8.20 All lubricants, parts, cleaning supplies and tools necessary to perform the work, shall be furnished by the Contractor.
- 8.21 All lubricants and wiping or cleaning rags kept on the site must be stored so as to not create a takeout Safety or Fire Hazard and OSHA and NFPA Regulations shall be followed. All lubricants used shall be those recommended by the equipment manufacturer or of equal quality and grade. Copies of all Material Safety Data Sheets (MSDS) will be made available and on site.
- 8.22 The Contractor shall keep an adequate supply of tools, test equipment, contacts, switch parts, coils, conductors, cables, springs, holders, supports, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses, PC boards, regulators, power supplies, control modules, and other parts as deemed necessary by the applicable FMC, for prompt elevator repairs. An adequate supply of lubricants and wiping rags will also be on site. All replacement parts shall be new and specifically designed for the elevators on which they are used.

Invoicing Parts, Materials and Equipment

- 8.23 Parts, equipment and material prices: Shall be invoiced at actual wholesale plus markup. Copies of the Contractor's own purchase invoices reflecting the actual costs shall accompany each invoice.



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Materials and Equipment Specifications

- 8.24 Where equipment, materials, or articles are referred to in the specification as "equal" or "equal to" any particular standard, the applicable FMC shall decide all questions of quality. Where any standard published specifications are referred to, the last edition or revision, including all amendments shall be used.
- 8.25 Material of a general description shall be the best of their kind or type, free from defects, and adapted to the use for which they are intended. The physical characteristics of all materials not particularly specified, shall conform to the latest standards published by the American Society for Testing and Materials (ASTM), where applicable. All material shall be new and of the specified quality and equal to the approved samples, if samples have been submitted. All welding and fabrication shall meet minimum standards set for by ASTM.

Substitution of Material or Equipment

- 8.26 Where materials or equipment are designated in these specifications by a trade or manufacturer's name, it is so designated primarily to establish standards of quality, finish appearance, and performance. It is not the intent of the State to limit the choice of materials and equipment to the specific product designated.
- 8.27 Substitutions for materials or equipment specifically designated in the manufacturer's specification shall be submitted to the applicable FMC and such requests shall be accompanied by complete data on which the State can make determination on the merits of the proposed substitutions. The substitution request shall be submitted with detailed written information stating how the product proposed compares with, or differs from, the designated product in composition, size, performance, reliability, cost advantages, etc.
- 8.28 All items approved for substitution shall be subject to all applicable provisions of the original specification. All specific requirements of the original specifications must be adhered to. All necessary modifications shall be made in the article specified by trade name type or model of manufacturer's equipment to make it conform to the original requirements of the specifications and the actual conditions under which the product is required to be used. All substituted items and or changes shall comply with the latest adopted version of ANSI/ASME A17.1.

Plans

- 8.29 The Eligible Agency will provide the Contractor all available information relating to the covered equipment for as long as this contract remains in effect. All plans, manuals, and copies thereof are the property of the State. Plans shall not be used on other work, and they shall be retained in good condition in the elevator machine/equipment room, whichever is most convenient for the FMC. Any circuit modifications or additions shall be made on the drawings in a neat and comprehensive manner.
- 8.30 For equipment where the Eligible Agency does not possess wiring diagrams, the Contractor shall supply wiring diagrams sufficient for the Eligible Agency to perform the required maintenance on all elevator equipment.

Proprietary Equipment and Modifications

- 8.31 All modifications including the material, parts, manuals, and tooling for diagnostics and repairs shall be made available to the Eligible Agency (including proprietary parts and materials manufactured and or used, if approved by the Eligible Agency).
- 8.31.1 If the Contractor or manufacturer will not make proprietary parts and material manufactured available to the Eligible Agency, no proprietary equipment or modifications will be allowed. All proprietary equipment shall be owned by the Eligible Agency and



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maintained by the Contractor. If repairs or replacement of proprietary equipment is required, the Contractor shall provide at the expense of the Eligible agency.

Risk of Loss

- 8.32 The Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials such as spare parts, tools, etc., stored at the site provided during the maintenance contract. Such loss, injury, or destruction shall not release the Contractor from any obligation herein.

Third Party Inspection

- 8.33 The Eligible Agency reserves the right to hire and pay for a qualified third party of their choice inspect the maintenance work performed by the Contractor.
- 8.34 The third party inspection (if used by the Eligible Agency) would generate a punch list of items requiring correction by the Contractor. Safety or code violations will be corrected immediately by the Contractor. Contractor shall complete other punch list items within thirty (30) days, at no additional cost to the Eligible Agency.
- 8.35 The third party inspector's decision regarding compliance shall be considered final

Cleanup


- 8.36 Contractor shall clean up and remove all debris and rubbish resulting from their work and disposed of off-site when directed by the Eligible Agency. Contractor shall leave the premises in good repair and an orderly, neat, clean and safe condition.

Safety

- 8.37 Each Contractor is responsible for their safety program and compliance in accordance with applicable provisions of the Occupational Safety and Health Act (OSHA).
- 8.38 Each Contractor shall be responsible for payment of all fines and/or claims for damages levied against the Eligible Agency, for environmental health and safety deficiencies related to any conduct of the Contractors work.
- 8.39 Contractor shall erect and properly maintain all necessary safeguards for protection of their workers, the general public, and existing structures from injury or damage.
- 8.40 Every Contractor shall comply with all applicable local, state, federal, and Eligible Agency rules and regulations.

Contractor's Personnel

- 8.41 Regardless of position, role, or duties, Contractor shall only assign personnel who are appropriately alert, fit, qualified, trained, and equipped for their assignments. Unless a particular Order specifies certain numbers of personnel, Contractor shall:
- a) provide adequate numbers of appropriately qualified and authorized personnel as necessary to carry out the Services successfully;
 - b) assign, at minimum, the key personnel identified in the Accepted Offer to the positions, roles, and/or duties indicated therein; and
 - c) not remove or reassign any of those key personnel without State's prior consent, which State may withhold at its discretion.
- 8.42 Registered sex offender restrictions
- 8.42.1 For work to be performed at any Eligible Agency school(s), the Contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered

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sex offender will perform work at any time when students are or are reasonably expected to be present. Contract agrees a violation of this condition shall be considered a material breach and may result in cancellation of the purchase order and services by the Eligible Agency school(s).

9.0 Performance Requirements

Non Billable Repairs During Standard Hours of Operation

- 9.1 The Contractor shall be responsible for **all necessary repairs to elevator components due to wear and use of the elevator system**. The Contractor shall determine the nature and extent of parts and labor required to restore machinery and equipment satisfactory performance condition. The Contractor shall absorb all cost after any pre-inspection deficiencies have been corrected after award for labor, materials, expenses, and supplies, which occur as a result of the stated repair, including blueprints, schematics, obsolete parts and special tooling. Any missing blueprints or schematics will be charged to the current departing contractor.
- 9.2 The Contractor shall furnish and install or repair when and as necessary: all motors; motor generators or solid state drives including P.C. Boards; controllers including valves; controller relays, contacts, coils, timers; wiring; operating circuit components; hoist cables and shackles; selectors; worms; gears; thrusts; bearings; brake plunger assembly; brake magnet coils; brake shoes; magnet frames; brushes; cams; car door and corridor hangers; tracks and door operating devices and guides, interlocks and door closures; contacts; car gates safety devices, governors, push buttons, enunciators, shell lanterns and indicators, system replacement lamps and other elevator signal equipment including emergency lighting units and communication devices; rotating elements; all windings; Resistors and transformers; Firemen's service equipment; Buffers; all door gibs and car fans; telephones; guide shoe gibs and rollers; drive belts; sheaves and sheave assemblies; printers, CRT equipment, and modems.
- 9.3 All other repairs shall be made upon authorization by the FMC. The Contractor shall supply all labor, materials, and supplies at contracted rates. Upon completion of all repair work, the Contractor shall submit an invoice detailing the nature of the work performed and related charges to the Eligible Agency.
- 9.4 Prior to any repairs being made by the Contractor, the Contractor shall submit a written proposal with a detailed listing of cost of parts for formal approval to proceed from the Eligible Agency.

Elevator Performance

- 9.5 The elevators shall be adjusted and shall maintain the following performance standards:
- 9.6 The Contractor agrees to maintain the original contract speed in feet per minute as follows: Hydraulic $\pm 10\%$, open loop traction $\pm 5\%$ and closed loop traction $\pm 3\%$ of the original performance times, including acceleration and retardation as originally designed and installed, and to perform the necessary adjustments as required to maintain the original ride quality and door opening and closing time, within limits of applicable codes or as specified by the Eligible Agency.
- 9.7 Floor to floor time shall be as determined from the equipment manufacturers' specifications or Hydraulic 100 to 150 fpm, Traction 200 fpm. Floor to floor time is measured from start of door(s) close until elevator is stopped at next typical successive floor, in either direction of travel, and door(s) is Three-Forth ($\frac{3}{4}$) open.
- 9.8 Door times shall be in accordance with the following criteria. Door opening shall be between Two (2) to Three (3) feet per second. Door closing shall be One (1) foot per second.



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- 9.9 Leveling accuracy for Traction Elevators under all load conditions shall be plus or minus One-Forth ($\frac{1}{4}$) inch. Leveling accuracy for Hydraulic Elevators under all load conditions shall be plus or minus Three-Eight ($\frac{3}{8}$) inch.
- 9.10 Elevators starting, acceleration, leveling, and stopping shall be smooth and free from jars and bumps. Full speed riding shall be without swaying or vibration. Elevator and door operation shall be quiet. Stops made upon operation of the emergency stop switch shall be more rapid than a routine stop, but not violent. Door pressure shall be maintained below Thirty (30) pounds in closing.
- 9.11 When applicable, the Contractor shall check the group dispatching systems and make necessary tests to ensure that all circuits and time settings are properly adjusted, and that the system performs as originally designed and installed.

Performance Guarantees

- 9.12 **Contractor's failure to comply with an emergency callback for a priority one entrapment response time contained in Section 6.10 will result in the callback being provided at no cost to the Eligible Agency. This applies to all entrapment callbacks regardless of their billability under the terms of the Contract.**
- 9.13 The Eligible Agency may have the Contractor's work and system performance checked by a Consultant to ensure the Contractor is performing in accordance with this Contract. If the Eligible Agency or the Consultant determines that the contractual requirements are not being maintained, the Eligible Agency may retain the monthly payment to the Contractor until the FMC or the Consultant verifies that the work performance is back to standard. The Contractor shall pay re-inspection costs incurred by the Eligible Agency for a Consultant by deduction from the monthly maintenance fees. If two (2) consecutive inspections by the Eligible Agency or the Consultant (Two [2] consecutive inspections within one [1] year but more than sixty [60] days apart) indicate that the contractual requirements are not being maintained, the Eligible Agency has the right to immediately cancel the Contract with the Contractor or to pursue any other available remedy.
- 9.14 The Contractor shall correct any system or individual malfunction that requires the removal of a unit from normal operating service within forty-eight (48) hours (48 hours in this Paragraph means within two (2) full Regular Working Days of the elevator trade) of the failure.
- 9.14.1 If the unit is not returned to service within the specified time allotment, the Contractor shall adjust the subsequent monthly maintenance charge, as monetary damages, for the unit based on an amount equal to twenty-five percent (25%) of the total monthly unit price for each twenty-four (24) hour period, or portion of such period, that the unit is out of service from the original date of system malfunction.
- 9.14.2 If any system or individual malfunction results in multiple units, in the same bank of elevators, being removed from normal operation for twenty-four (24) hours or more, the above referenced damages will start at the end of the first twenty-four hour (24) period and be assessed at an amount equal to twenty-five percent (25%) of the total monthly unit price, for each unit, for each twenty-four hour period or portion of such period, that multiple units are out of service from the original date of system malfunction.
- 9.14.3 Contractor shall not be assessed damages for pre-approved and scheduled maintenance repairs, tests or other conditions necessitating unscheduled major work

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procedures, resulting from a cause excluded by any other provision of this Agreement, or repairs to items not covered under this Agreement.

- 9.14.4 The Owner has the right to immediately cancel this Contract if the Contractor fails to meet the provisions of this Section three (3) times during any three-year period. Failure to meet the provisions of this Section are understood to have occurred if the Contractor was obligated to reduce the monthly maintenance fee regardless if that reduction actually occurred.
- 9.15 Only one (1) elevator is allowed to be out of service for routine maintenance at any time in any bank of units. If an elevator is out service for routine maintenance and another elevator malfunctions, the elevator that is out for routine service shall be restored to normal operation, as long as the other unit remains out of service, at no additional cost to the Owner.
- 9.16 Contractor shall be responsible for the securing of elevator key. Contractor shall not duplicate key and shall be responsible for the replacement of lost, stolen, or damaged keys

10.0 Reporting Requirements

Required Records and Reporting

- 10.1 Upon completion of services and inspections on elevators, the Contractor shall furnish a written report to the applicable FMC.
- 10.2 Regarding all Service/Trouble Calls, the report should include the following:
 - 10.2.1 Building Number
 - 10.2.2 the state elevator number
 - 10.2.3 who called
 - 10.2.4 the date and time of the called
 - 10.2.5 the reported problem
 - 10.2.6 the reason for equipment failure and corrective action(s) taken
 - 10.2.7 who performed the repair (mechanic(s))
 - 10.2.8 A list of material and parts used in the repairs, and adjustments made
- 10.3 For routine services and inspection stops, the Contractor may, at his/her discretion, use a pre-printed checklist indicating the service or inspection performed. In all cases, the Contractor is to inform each FMC of any equipment shutdown, the reasons for that shutdown, and an estimate of time until the equipment will be restored to normal operation.
- 10.4 The Contractor shall keep an approved copy of all work schedules on display in the respective elevator machine/equipment room. The schedules will be maintained throughout the year and used as a guide and checklist by the mechanic. The mechanic will initial all work performed on the checklist.
- 10.5 The Contractor shall maintain an accurate and complete log of all work performed in addition to routine inspections. The log shall include emergency callback service requests and a description and the nature of all complaints and their resolution. The log shall be kept at the applicable elevator machine/equipment room and shall be kept current by the Contractor daily.



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- 10.6 The FMC shall make final decisions, solutions and/or resolutions to all questions which may arise pertaining to the duration of downtime, emergency callback, quality, and acceptability of materials furnished and work performed in the repair, maintenance, and service of all the elevators. The applicable FMC shall be notified on any and all work performed on elevators, in advance, that would hinder the operation of the elevator for an extended period of time (longer than one hour), other than for inspections and minor repairs. All work will be performed in an orderly and timely manner eliminating needless down time. Written permission must be obtained from the FMC before performing any work other than those specified in this contract.
- 10.7 The Contractor shall furnish a quarterly usage report of all elevators that were maintenance to the ADOA.
- 10.8 The Contractor shall keep and maintain oil usage and oil loss records on all elevators. Monthly reports will be sent to the FMC. Abnormal loss shall be reported to the FMC as soon as possible.
- 10.9 All assigned Contractor maintenance personnel, shall sign-in and out each day and call the appointed the FMC. If the FMC does not answer the phone call left from the Contractor, a message shall be left stating if the Contractor has arrived on site or is to be leaving the site.
- 10.10 The Contractor will comply with Code of Federal Regulations CFR-29 1910.1200. The OSHA Hazard Communications Act. Copies of all MSDS will be on site. A copy of the Contractor's safety program and procedures for workers safety will also be maintained on site.

Record Keeping / Log Books

- 10.11 The Contractor shall provide a copy of the Contractor's service schedule to the appropriate Eligible Agency for which services are performed.
- 10.11.1 The Contractor's preventative maintenance service schedule shall contain at a minimum: building name, elevator/escalator manufacturer, (Arizona State) elevator/escalator serial numbers, model number (s), examination frequency, examination hours.
- 10.12 An elevator log book shall be completed by the Contractor for elevator/escalator monthly preventative maintenance schedules and shall be placed in each elevator/escalator equipment room. In addition, the Contractor shall keep a computerized log of all maintenance, callbacks, and repair work.
- 10.12.1 The computerized log report shall be made available electronically to the applicable Eligible Agency. The Contractor shall electronically send the computerized report on a monthly basis to the Eligible Agency and/or provide the Eligible Agency a login access to the Contractor's secure website to login to obtain the report. The method of delivery of the reporting requirements shall be at the discretion of the Eligible Agency. This report shall contain at a minimum: building number, elevator (state) ID number, name of mechanic, brief description of the problem, the date and time work was performed, problem reported by, expected returned to service time and date and/or indicate elevator is in service.

Accident Reporting

- 10.13 In the event of accidents of any kind, the Contractor and/or Eligible Agency shall contact the other party immediately and furnish the other party with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties. The Contractor shall assist the Eligible Agency in proper reporting to the prevailing Code Authority in the same frame mandated by prevailing codes. The Contractor shall provide technical personnel in any investigative process needed to determine the cause of the accident.
- 10.14 If the Contractor discovers an accident, the FMC shall be notified immediately.
- 10.15 The Contractor shall assist in securing the equipment to permit the investigation of the accident.



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10.16 When the Contractor discovers a condition that could result in an accident or injury, the Contractor shall immediately notify the FMC for authorization for EMERGENCY REPAIR.

10.16.1 If the Contractor is unable to make the repair, the unit is to be taken out of service. The Contractor is responsible for providing safe and dependable vertical transportation service.

11.0 Exhibits to the Scope of Work

- **Exhibit 1 Arizona Department of Administration Elevators 08-01-2016**
- **Exhibit 2 Arizona Regions 08-01-2016**

End of Section 2-A



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**Section 2-B:
Compensation Document**

7/7/2016

1.0 Compensation

Compensation Method.

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

<input type="checkbox"/>	Firm-Fixed-Price (refer to paragraph 1.2 below)
<input checked="" type="checkbox"/>	Unit Prices (refer to paragraph 1.3 below)
<input checked="" type="checkbox"/>	Contracted Labor Rates (refer to paragraph 1.4 below)
<input type="checkbox"/>	Cost Reimbursable (refer to paragraph 1.5 below)
<input checked="" type="checkbox"/>	Discount Off List or Catalog (refer to paragraph 1.6 below)

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

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

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

- 1.3 **UNIT PRICES.** The unit prices are the amounts scheduled in the Pricing Document (Exhibit 1 to this Commercial Document) for complete, delivered, discrete items, including installation if applicable and so stated. The provisions of paragraph 1.2 applies to each item covered by each unit price, but only at the item level. NOTE: An "item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

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



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Document), which rates are deemed to be inclusive of the actual gross wages plus: (1) all applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions; (2) retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like; (3) all required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Contractor's personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel); (4) all insurance coverages to be provided by Contractor under the Contract; and (5) profit.

- 1.5 **COST-REIMBURSEMENT.** Under cost reimbursement compensation, State will pay Contractor for allowable incurred costs as identified in Attachment 4-A pricing. If reimbursable cost amounts or rates are scheduled in the Pricing Document (Exhibit 1 to this Commercial Document), then those will be Contractor's allowable costs for each item.

1.5.1 Reimbursable items consist of three components:

- (a) *Site Services, Logistics, and Utilities.* State and Contractor shall each provide those items of site services, logistics and utilities that are assigned to them in Exhibit 1 Eligible Agency Elevator List and Exhibit 4-A Pricing Document. Excluding only those item expressly indicated as being provided by State, provided by others, or a reimbursable item, Contractor shall provide all services, equipment, tools, and logistics necessary for its personnel and otherwise as required to carry out the Work and compensation for all those is deemed to be included in the contractual fee mark-up.
 - i. For items indicated to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.
 - ii. For items indicated to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices and timesheets (if applicable).
 - iii. For items indicated to be paid on a "lump sum" basis, Contractor shall request payment for the completed proportion of such items at least monthly.
- (b) *Personnel-Related Expenses.* State will only reimburse for those items of personnel-related expense expressly indicated in Exhibit 4-A as a reimbursable item, and it is agreed that the costs of all other such expenses applicable to its personnel and otherwise as required to carry out the Work are adequately compensated in the contractual fee mark-up.
 - i. For items to be paid on a "unit rate" basis, Contractor shall submit a worksheet with each application for payment showing the actual amount of payment requested for these items, which amount shall not exceed the unit rate multiplied by the total quantity (i.e., Contractor is "at risk" for costs it incurs that are in excess of the extended value unless State has issued a Change Order for the excess.
 - ii. For items to be paid on a "cost" basis, Contractor shall request reimbursement for the actual cost of such items at least monthly and shall provide the necessary back-up documentation, including receipts or invoices (if applicable). All



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reimbursements shall be strictly subject to State's travel policy, which is available at <https://gao.az.gov/travel>.

- iii. Contractor must obtain State's written approval prior to booking or going on any reimbursable travel.
- iv. Contractor will be reimbursed at the current Travel Policy rates.
- v. Contractor shall itemize all per diem and lodging charges.
- vi. For items to be paid on a "lump sum" basis, Contractor shall request payment for the applicable proportion of such items at least monthly.

1.6 DISCOUNT OFF LIST OR CATALOG. A discount off list or catalog means a percentage discount to be applied to a base price for from one or more contractually-established price lists against published catalogs. The applicable discounts are scheduled in the Pricing Document (Exhibit 1 to this Commercial Document).

- 1.6.1 Unless specified otherwise in the Pricing Document, base price is the price that is most widely offered to general customers at the time of the Order.
- 1.6.2 The catalogs used to establish base price are specified otherwise in the Pricing Document. If nothing is so specified, then the commercially available catalogs published by Contractor or Subcontractor to a dealer or reseller network for the covered materials or services are to be used.
- 1.6.3 Each catalog must:
 - (a) bear the applicable State contract number;
 - (b) list all materials or services Contractor is authorized to sell under the Contract;
 - (c) not contain any items that are excluded from the Contract;
 - (d) provide ordering information and contact information for customer support.
- 1.6.4 Each catalog and its accompanying price list must include for each item:
 - (a) a part or model number, if applicable;
 - (b) a complete and accurate description of the item;
 - (c) the manufacturer's suggested retail price (MSRP) or Contractor's list price;
 - (d) a stock keeping unit (SKU) number (SKU), if applicable;
 - (e) the item's unit of measure (UOM), if applicable; and
 - (f) the quantity in the unit of measure (QUOM), if applicable.
- 1.6.5 Contractor shall provide and maintain concurrent and identical electronic and hardcopy versions of all contracted price lists and catalogs.
 - (a) The electronic versions are to be provided as URL.
 - i. State, at its discretion, may host Contractor's electronic price lists and catalogs directly, or may link through ProcureAZ as a punch-out.
 - ii. Regardless of the number and types of links to Contractor's electronic price lists and catalogs, Contractor shall ensure that all Eligible Agencies and Co-Op Buyers are only able to access one unified set of data.



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- (b) Contractor shall supply sufficient, current hardcopy catalogs and price lists price lists to applicable Eligible Agencies at Contract commencement, and provide prompt hardcopy notice of any changes to list/catalog holders as they occur. Contractor shall not change State or any Eligible Agency (or any Co-Op Buyer, if applicable) for lists/catalogs or updates.

2.0 Pricing

- 2.1 **CONTRACTOR'S BEST PRICING.** Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which it sells equivalent items of equipment and materials. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances. If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would
- 2.2 **NO ADJUSTMENT.** All prices and rates in the Pricing Document (Exhibit 1 to this Commercial Document), or Orders if and to the extent they differ from those in the exhibit, will be valid for the entire term of the Contract, and will not be subject to revision for inflation or any changes to wages, taxes or other costs that Contractor may be obliged to incur that may be higher than those which it contemplated when proposing the relevant price or rate.

3.0 Invoicing

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

Item	Required
Bill-to name and address	●
Contractor name and contact information	●
Remit-to address	●
State contract number	●
Order number (typically ProcureAZ PO #)	●
Invoice number and date	●
Date the items shipped or services performed	●
Applicable payment terms	●
Contract line item number	●
Contract line item description	●
Quantity delivered or performed	●



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Line item unit of measure	●
Item price	●
Extended pricing	●
Discount off list or catalog	●
Taxes (as a separate invoice line item)	●
Upcharge shipping/freight, etc. (as a separate invoice line item)	Materials only
Total invoice amount due	●

- 3.3 **NO INVOICE WITHOUT AUTHORIZATION.** Contractor shall not seek payment for: (a) any Materials or Services that have not been authorized on an acknowledged Order; (b) any expediting, overtime, premiums, or upcharges absent State's express prior approval; or (c) any Materials or Services that are the subject of a Contract Amendment or Change Order that has not been signed.
- 3.4 **PRE-INVOICE REVIEW.** During the week before Contractor is scheduled to submit each invoice, the parties' representatives shall meet informally to review any issues relevant to that upcoming invoice so that the formal invoice process is thereby facilitated and made more efficient.
- 3.5 **SUBMITTING INVOICES.** Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer on the last business day of each calendar month using any form provided or required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and laws.
- 3.6 **DEFECTIVE INVOICES.** Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.
- 3.6.1 The ordering Eligible Agency or Co-Op Buyer shall notify Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 3.6.2 Invoices will be deemed automatically rejected upon delivery if they:
- (a) are sent to an incorrect address;
 - (b) do not reference the correct State contract number; or
 - (c) are payable to any Person other than the Contractor.
- 3.6.3 The ordering Eligible Agency or Co-Op Buyer will have no obligation to pay against a defective invoice until Contractor has re-submitted it free of defects.
- 3.7 **INVOICING FOR TASK ORDERS.** Invoices must include the following information as applicable to the task order being invoiced against:
- a) substantiation of hours worked by a detailed daily timesheet, itemized to the task level and broken down by service area (if the Contract covers more than one area) and Contract Amendment (if any apply);
 - b) authorizations and receipts for all allowable reimbursable items being invoiced; and
 - c) Contractor's certification that the invoice has been examined and to the best of Contractor's knowledge and belief the invoiced amounts are entitled, correct, and accurate as can be demonstrated by the contractually-required books and records.



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4.0 Payments

- 4.1 **PAYMENT.** State shall pay undisputed amounts due to Contractor within the time period specified in Article 4 of the Uniform Terms and Conditions.
- 4.2 **JOINT CHECKS OR DIRECT PAY.** State may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.
- 4.3 **RECOVERY OF OVER-PAYMENT.** If State determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Contractor.
- 4.4 **PAYMENTS TO SUBCONTRACTORS.** Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from State applicable to their services.
- 4.5 **PURCHASING CARD.** State may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a State Purchasing Card are the responsibility of Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.
- 4.6 **AUTOMATED CLEARING.** State may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner, Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract, which form is available online at:

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

5.0 Exhibits to the Compensation Document

End of Section 2-B

End of Part 2



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FOR USE IN ANY INVITATION FOR BIDS, REQUEST FOR PROPOSALS, OR REQUEST FOR QUOTATIONS,
AS WELL AS REQUEST FOR QUALIFICATIONS UNDER A.R.S. § 41-2558

EXHIBIT 6 to the Special Terms and Conditions Supplemental Provisions for Federal Work

Date: November 25, 2016

1.0 Applicable FAR sections.

Contractor covenants and agrees to comply with the following Federal Acquisition Regulation (FAR) sections in carrying out any portions of the Work called out in the Special Terms and Conditions as being federally funded or subject to federal contracting requirements for a reason other than funding. If the Special Terms and Conditions do not identify any portion of the Work, then the whole of the Work is subject to the listed FAR sections. The listed FAR sections, as they were current on the date of the Solicitation unless a later version is expressly specified in the Special Terms and Conditions, are incorporated into the Contract by this reference.

FAR CIT.	TITLE
52.202-1	Definitions
52.202-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to Government (over \$100,000, except for commercial terms)
52.203-7	Anti-Kickback Procedures (over \$100,000, except for commercial items)
52.203.12	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.209-6	Protecting Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
52.211.15	Defense Priority and Allocation Requirements
52.212-13	Stop Work Order, Alternate I
52.214-27	Price Reduction for Defective Cost or Pricing Data
52.215-1	Examination of Records by Comptroller General
52.215-2	Audit-Negotiation and Records Negotiation
52.215-12	Subcontractor Cost or Pricing Data (over \$650,000, except for commercial items)
52.215.13	Subcontractor Cost or Pricing Data - Modifications

PART 3 of the Solicitation Documents:
Contract Terms and Conditions

Exhibit 3-A.6: **Federal Work Provisions**
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FAR CIT.	TITLE
52.215-14	Integrity of Unit Prices (over \$100,000 except for construction and commercial items)
52.217-1	Limitation of Price and Contractors Obligations
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan (over \$550,000)
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act Overtime Compensation
52.222.6	Davis-Beacon Act
52.222-19	Child Labor—Cooperation with Authorities and Remedies
52.222-20	Walsh Healey Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52.222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (over \$25,000)
52.222-36	Affirmative Action for Workers with Disabilities (over \$10,000)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (over \$25,000)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (over \$100,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222.41	Service Contract Act of 1965, as Amended
52.222-50	Combating Trafficking in Persons (services only)
52.222-54	Employment Eligibility Verification
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-6	Drug-Free Workplace
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Buy American Act - Supplies
52.225-5	Trade Agreements
52.225-13	Restrictions on Certain Foreign Purchases
52.225-21	Required Use of American Iron, Steel, and Manufactured Goods—Buy American Statute
52.227-1	Authorization and Consent (Alt I in all R&D) (over \$100,000)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (over \$100,000)
52.227-3	Patent Indemnity

PART 3 of the Solicitation Documents:
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Exhibit 3-A.6: **Federal Work Provisions**

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FAR CIT.	TITLE
52.227-11	Patent Rights – Retention by the Contractor (Short Form) (except for Commercial Items)
52.227-12	Patent Rights – Retention by the Contractor (Long Form) (except for Commercial Items)
52.227-13	Patent Rights - Acquisition by Government (except for Commercial Items)
52.227-14	Rights in Data – General
52.233-1	Disputes
52.242-1	Notice of Intent to Disallow Costs
52.242-15	Stop-work order
52.243-1	Changes - Fixed Price (43.205 (a)(1) alts may apply)
52.243-2	Changes - Cost Reimbursement (43.205 (b)(1) alts may apply)
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-2	Government Property – FFP
52.245-5	Government Property – Cost (alt I for non profit)
52.246-15	Certificate of Conformance
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64	Preference for U.S. Flag Commercial Vessels
52.249-2	Termination for Convenience of Government (Fixed Price)
52.249-5	Termination for Convenience of Government (Educational and Other Nonprofit Institutions)
52.249-14	Excusable Delays
52.252-2	Clauses Incorporated by Reference
252.203-7001	Prohibition on Persons convicted of Fraud or Other Defense Contracted-Related Felonies
252.222-7000	Restrictions on Employment of Personnel
252.225-7000	Buy American Act and Balance of Payments program
252.227-7013	Rights in Technical Data and Computer Software
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7037	Validation Technical Data
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items and Commercial Components

PART 3 of the Solicitation Documents:
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Exhibit 3-A.6: **Federal Work Provisions**

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	<p align="center">Request for Proposals Solicitation No. ADSP017-00006906 Description: Elevator, Escalator, Chairlift, and Moving Walkway Repair and Maintenance</p>	<p align="center">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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2.0 Fair Labor Standards Act (FLSA)

Contractor covenants and agrees to comply with the following Fair Labor Standards Act (FLSA), including the US Department of Labor's so-called "Overtime Final Rule" when it becomes effective on 12/01/2016, in carrying out any portions of the Work called out in the Special Terms and Conditions as being federally funded or subject to federal contracting requirements for a reason other than funding. If the Special Terms and Conditions do not identify any portion of the Work, then the whole of the Work is subject to the FLSA and the Overtime Final Rule. The FLSA is incorporated into the Contract by this reference, and the Overtime Final Rule will be deemed to have been incorporated upon becoming effective.

End of Exhibit



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FOR USE IN ANY INVITATION FOR BIDS, REQUEST FOR PROPOSALS, OR REQUEST FOR QUOTATIONS,
AS WELL AS REQUEST FOR QUALIFICATIONS UNDER A.R.S. § 41-2558

**EXHIBIT 7 to the Special Terms and Conditions:
Supplemental Provisions for Services Disentanglement**

Date: **November 25, 2016**

1. General

- 1.1 Further to the "transitions" described generally elsewhere in Special Terms and Conditions, the term "disentanglement" is used in this subparagraph to describe a complete transition of some or all of the Services to or from Contractor to another vendor in the event of expiration or earlier termination of the Contract. Contractor shall, for its part, make every effort to ensure that any necessary disentanglement is carried out with the minimum of adverse effect on State's operations or those elements of the public for whose benefit the Services are being performed.
- 1.2 If either State, Contractor, or the other vendor (whether incoming or outgoing) becomes of the considered opinion that the specified transition period duration is insufficient to ensure the necessary, effective, and efficient hand-over, then it shall so notify the other two parties immediately and provide the detailed basis for its opinion. If and to the extent that actions or inactions of either State or the other vendor form the reasons for the specified duration not being sufficient, then State shall reimburse Contractor for its actual and documented incremental, additional costs incurred to the extent attributable to the extended duration.
- 1.2.1 If and to the extent that Contractor's actions or inactions form the reasons for the specified duration not being sufficient, then State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions to recover its own and the other vendor's incremental, additional costs incurred to the extent attributable to the extended duration.
- 1.2.2 If and to the extent that none of the three parties' actions or inactions are plainly the cause of the extended duration, then each will bear its own costs separately and without recourse to the others.

2. Contractor as Incoming Vendor

- 2.1 When Contractor is the incoming vendor, Contractor's personnel shall perform in tandem with and overlapping the assignments of the outgoing vendor's personnel during the agreed transition period.
- 2.1.1 Unless expressly specified otherwise in the Scope of Work or the Commercial Document, the transition duration will be **60 (sixty)** days starting **60 (sixty)** days before the scheduled expiration of the Contract or **60 (sixty)** days after earlier termination of the Contract starting on the termination notification date; and



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2.1.2 Contractor's costs of salary and expense for personnel while engaged in the transition are accounted for and included in the prices or rates set forth in the Commercial Document, and Contractor shall not bill State for those separately.

2.2 When Contractor is the incoming vendor, Contractor shall, if State so directs:

- a) receive the program--related, project--related, or scope-related records from the outgoing vendor directly; and
- b) receive the appropriate indexing, cataloging, and user assistance so that Contractor can make immediate use of the records as efficiently as possible.

3. Contractor as Outgoing Vendor

3.1 When Contractor is outgoing vendor, Contractor's personnel shall perform in tandem with and overlapping the assignments of the incoming vendor's personnel during the agreed transition period.

3.2 When Contractor is outgoing vendor, Contractor shall, so long as they remain in its employ, make its personnel who were key personnel or who filled subject matter expert roles under the Contract available by telephone or email to answer project-related or scope-related questions for a reasonable period after the formal transition is complete. Unless expressly specified otherwise in the Scope of Work or the Commercial Document, Contractor's costs of salary and expense for personnel while providing that assistance are accounted for and included in the prices or rates set forth in the Commercial Document, and Contractor shall not bill State for those separately.

3.3 When Contractor is outgoing vendor, Contractor shall, if State so directs:

- a) hand-off its program-, project- or scope-related records to the incoming vendor directly; and
- b) provide appropriate indexing, cataloging, and user assistance to the incoming vendor's personnel so that they can make immediate use of the records as efficiently as possible.

3.4 Unless expressly specified otherwise in the Scope of Work or the Commercial Document, Contractor's costs of providing the aids and assistance under paragraph 3.3 are accounted for and included in the prices or rates set forth in the Commercial Document, and Contractor shall not bill State for those separately.

4. Systems

4.1 If the Services include development or deployment of any systems, then unless expressly specified otherwise in the Scope of Work, Contractor shall provide State as part of the transition:

- a) uninterrupted access to and maintenance and support for any functionalities that are in deployment or production state at the time;
- b) a timetable or schedule for migrating front-end, back-end, and data from Contractor to State or the incoming vendor; and
- c) a pro-rata adjustment of any maintenance fees for any commercial-off-the-shelf software that are to be transitioned.

Supplemental Provisions for Services Disentanglement

Date date: **November 25, 2016**

Version: 1.2 (06/15/2016)


Exhibit 7 to the Special
Terms and Conditions:

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- 4.2 If the Services include development or deployment of any systems and if indicated in the Scope of Work that State will take on operation or support of the system with its own forces, then unless expressly specified otherwise in the Scope of Work, Contractor shall provide State with a take-over plan that sets out:
- a) the training and experience requirements and requisite skills for the transition technical planning and support sub-team, application development sub-team, production support sub-team, and any other sub-teams necessary to effect a successful take-over;
 - b) the estimated staffing by role State will require to adequately operate or support the system long-term;
 - c) the mandatory and recommended training by role (e.g., database administrator, business analyst, system developer) covering the business processes, system specific processes, and applicable toolsets, and
 - d) How assigned State staff will be paired with Contractor key personnel during system development, implementation, and transition.

End of Exhibit

Supplemental Provisions for Services Disentanglement

Date date: **November 25, 2016**


Version: 1.2 (06/15/2016)

Exhibit 7 to the Special
Terms and Conditions:

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	<p align="center">Request for Proposals Solicitation No. ADSP017-00006906 Description: Elevator, Escalator, Chairlift, and Moving Walkway Repair and Maintenance</p>	<p align="center">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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FOR USE IN ANY INVITATION FOR BIDS, REQUEST FOR PROPOSALS, OR REQUEST FOR QUOTATIONS,
AS WELL AS REQUEST FOR QUALIFICATIONS UNDER A.R.S. § 41-2558

EXHIBIT 7 to the Special Terms and Conditions: Supplemental Provisions for Services Disentanglement

Date: 11-25-16

1. General

- 1.1 Further to the "transitions" described generally elsewhere in Special Terms and Conditions, the term "disentanglement" is used in this subparagraph to describe a complete transition of some or all of the Services to or from Contractor to another vendor in the event of expiration or earlier termination of the Contract. Contractor shall, for its part, make every effort to ensure that any necessary disentanglement is carried out with the minimum of adverse effect on State's operations or those elements of the public for whose benefit the Services are being performed.
- 1.2 If either State, Contractor, or the other vendor (whether incoming or outgoing) becomes of the considered opinion that the specified transition period duration is insufficient to ensure the necessary, effective, and efficient hand-over, then it shall so notify the other two parties immediately and provide the detailed basis for its opinion. If and to the extent that actions or inactions of either State or the other vendor form the reasons for the specified duration not being sufficient, then State shall reimburse Contractor for its actual and documented incremental, additional costs incurred to the extent attributable to the extended duration.
 - 1.2.1 If and to the extent that Contractor's actions or inactions form the reasons for the specified duration not being sufficient, then State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions to recover its own and the other vendor's incremental, additional costs incurred to the extent attributable to the extended duration.
 - 1.2.2 If and to the extent that none of the three parties' actions or inactions are plainly the cause of the extended duration, then each will bear its own costs separately and without recourse to the others.

2. Contractor as Incoming Vendor

- 2.1 When Contractor is the incoming vendor, Contractor's personnel shall perform in tandem with and overlapping the assignments of the outgoing vendor's personnel during the agreed transition period.
 - 2.1.1 Unless expressly specified otherwise in the Scope of Work or the Commercial Document, the transition duration will be **60 (sixty)** days starting **60 (sixty)** days before the scheduled expiration of the Contract or **60 (sixty)** days after earlier termination of the Contract starting on the termination notification date; and



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2.1.2 Contractor's costs of salary and expense for personnel while engaged in the transition are accounted for and included in the prices or rates set forth in the Commercial Document, and Contractor shall not bill State for those separately.

2.2 When Contractor is the incoming vendor, Contractor shall, if State so directs:

- a) receive the program--related, project--related, or scope-related records from the outgoing vendor directly; and
- b) receive the appropriate indexing, cataloging, and user assistance so that Contractor can make immediate use of the records as efficiently as possible.

3. Contractor as Outgoing Vendor

3.1 When Contractor is outgoing vendor, Contractor's personnel shall perform in tandem with and overlapping the assignments of the incoming vendor's personnel during the agreed transition period.

3.2 When Contractor is outgoing vendor, Contractor shall, so long as they remain in its employ, make its personnel who were key personnel or who filled subject matter expert roles under the Contract available by telephone or email to answer project-related or scope-related questions for a reasonable period after the formal transition is complete. Unless expressly specified otherwise in the Scope of Work or the Commercial Document, Contractor's costs of salary and expense for personnel while providing that assistance are accounted for and included in the prices or rates set forth in the Commercial Document, and Contractor shall not bill State for those separately.

3.3 When Contractor is outgoing vendor, Contractor shall, if State so directs:

- a) hand-off its program-, project- or scope-related records to the incoming vendor directly; and
- b) provide appropriate indexing, cataloging, and user assistance to the incoming vendor's personnel so that they can make immediate use of the records as efficiently as possible.

3.4 Unless expressly specified otherwise in the Scope of Work or the Commercial Document, Contractor's costs of providing the aids and assistance under paragraph 3.3 are accounted for and included in the prices or rates set forth in the Commercial Document, and Contractor shall not bill State for those separately.

4. Systems

4.1 If the Services include development or deployment of any systems, then unless expressly specified otherwise in the Scope of Work, Contractor shall provide State as part of the transition:

- a) uninterrupted access to and maintenance and support for any functionalities that are in deployment or production state at the time;
- b) a timetable or schedule for migrating front-end, back-end, and data from Contractor to State or the incoming vendor; and
- c) a pro-rata adjustment of any maintenance fees for any commercial-off-the-shelf software that are to be transitioned.

Supplemental Provisions for Services Disentanglement

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- 4.2 If the Services include development or deployment of any systems and if indicated in the Scope of Work that State will take on operation or support of the system with its own forces, then unless expressly specified otherwise in the Scope of Work, Contractor shall provide State with a take-over plan that sets out:
- a) the training and experience requirements and requisite skills for the transition technical planning and support sub-team, application development sub-team, production support sub-team, and any other sub-teams necessary to effect a successful take-over;
 - b) the estimated staffing by role State will require to adequately operate or support the system long-term;
 - c) the mandatory and recommended training by role (e.g., database administrator, business analyst, system developer) covering the business processes, system specific processes, and applicable toolsets, and
 - d) How assigned State staff will be paired with Contractor key personnel during system development, implementation, and transition.

End of Exhibit

Supplemental Provisions for Services Disentanglement

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Solicitation No.
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Moving Walkway Repair and Maintenance**

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**PART 1 OF THE SOLICITATION:
Instructions and Attachments**

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SECTION 1-A: Solicitation Details

Date: November, 25, 2016

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Solicitation Details

1.0 Pre-Offer Conference

State will not conduct an **optional** Pre-Offer Conference for this Solicitation.


2.0 Offer Validity Period

You must hold the Offer open for **one hundred twenty (120) days** after the "Bid Opening Date" indicated in the ProcureAZ.

3.0 Required Attachments

To be Responsive, your Offer must contain all of the following Attachments:
(refer to paragraph 4.2 of the Instructions to Offerors for "Form Provided" explanation)

No.	Title	Offeror Action Required	Form Provided
Attachment 1	Offer and Acceptance Form	Refer to paragraph 3.4 of the <u>Instructions to Offerors</u> .	✓
Attachment 2-A	Experience and Capacity Questionnaire	Provide all required information and answer all questions with respect to the company's ability to DO THE WORK OF THIS SOLICITATION: experience with similar scope and clients, staff having the relevant experience, manufacturing/ distribution capacity, etc.	✓
Attachment 2-B	Organization Profile	Provide the required information and answer the questions with respect to the COMPANY IN GENERAL: structure; officers; financial health; licenses, certifications, etc.	✓
Attachment 3-A	Method Proposal (Method of Approach)	Provide a proposal SPECIFIC TO THIS SOLICITATION as to how the Work will be carried out.	✓
Attachment 3-B	Key Personnel Proposal	List the proposed key personnel and assignments; provide resumes as Attachment Supplements.	✓
Attachment 3-C	Proposed Subcontractors	List the proposed Subcontractors and scope to be assigned to each.	✓
Attachment 4-A	Eligible Agency Pricing Document	Enter prices, rates, mark-ups, discounts, and other pricing data on every item for which Offer is being made. NOTE: The completed Attachment 4-A from Accepted Offer will become Exhibit 1 to the Commercial Document in the Contract.	✓

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No.	Title	Offeror Action Required	Form Provided
Attachment 4-B	Contractor Price Lists/ Catalogs	Create or copy custom or standard price lists and/or catalogs; upload as part of Offer as Attachments Supplements and label each clearly. NOTE: The completed Attachment 4-B from Accepted Offer will become the Annexes to Exhibit 1 to the Commercial Document in the Contract.	X
Attachment 5-A	Designation of Confidential Information	Indicate what, if any, information in Offer is confidential, trade secret or proprietary (see paragraph 4.7 of the Instructions to Offerors)	✓
Attachment 5-B	Conformance Statements	Attest that Offer conforms to the Solicitation (see paragraph 3.5 of the Instructions to Offerors)	✓
Attachment 5-C	Insurance and Bonding Evidence	Provide the following as indicated by the "●" mark; if none are marked, then no Attachment 5-C is required: <input type="checkbox"/> Satisfactory evidence that the required insurance called for in <u>Exhibit 1 to the Special Terms and Conditions</u> is in place (by certificates of insurance) or can be obtained (by broker's letters). <input type="checkbox"/> Satisfactory evidence that the required bonds or other security called for in <u>Exhibit 1 to the Special Terms and Conditions</u> can be obtained (by surety letters).	X
Attachment 6	Additional Attachments	Any other documentation required by the Solicitation to be submitted with or as part of Offer.	X
Attachment 7	Offer Checklist	Attest that each item on the checklist has been provided with or as part of Offer.	✓

4.0 Required Pricing

4.1 Attachment 4-A

- 4.1.1 Contractor shall submit pricing on the Excel spreadsheet Attachment 4-A for each Region the Contractor is offering pricing under this contract.

5.0 Evaluation Criteria

In accordance with A.A.C. R2-7-C316, each Offer will be evaluated on the following criteria, listed in their relative order of importance from most important to least:

- First: **OFFEROR'S COST PROPOSAL**, as provided in Offeror's response to Attachment 4-A.
- Second: **OFFEROR'S EXPERIENCE AND CAPACITY**, as demonstrated in Offeror's response to Attachment 2-A, taken together with Offeror's responses to Attachment 2-B and any other aspect of the Offer that Procurement Officer determines is appropriate.
- Third: **OFFEROR'S PROPOSED APPROACH**, as set out in Offeror's response to Attachment 3-A, taken together with Offeror's responses to Attachments 3-B, 3-C, 3-D, 5-C, and any other aspect of the Offer that Procurement Officer determines is appropriate.



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6.0 Exhibits to the Solicitation

Not Required

End of Section 1-A



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SECTION 1-B: Instructions to Offerors

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Instructions to Offerors

1.0 Definition of Terms

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

1.1 Arizona Procurement Code; A.R.S.; A.A.C.	<p>"Arizona Procurement Code" means, collectively, statutes 41-2501 <i>et. sequitur</i> in the Arizona Revised Statutes (abbreviated "A.R.S.") and administrative rules R2-7-101 <i>et. sequitur</i> in the Arizona Administrative Code (abbreviated "A.A.C.").</p> <p>NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation fully. Links for obtaining are given below.</p> <p>The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations</p> <p>The Arizona State Legislature provides the official A.R.S. online at: http://www.azleg.gov/ArizonaRevisedStatutes.asp</p> <p>The Office of the Arizona Secretary of State provides the official A.A.C. online at: http://www.azsos.gov/rules/arizona-administrative-code</p>
1.2 Attachment	"Attachment" means any item in <u>Section 1-C of the Solicitation</u> that the Solicitation requires Offeror to submit as part of the Offer.
1.3 Clarifications	"Clarifications" means, per A.A.C. R2-7-C313, communications between the Procurement Officer and Offeror for the purpose of providing a greater mutual understanding of the Offer. Clarifications may include demonstrations, questions and answers, or elaborations on previously-submitted information.
1.4 Contract	"Contract" is defined in the <u>Uniform Terms and Conditions</u> .
1.5 Contract Amendment	"Contract Amendment" is defined in the <u>Uniform Terms and Conditions</u> .
1.6 Contractor	"Contractor" is defined in the <u>Uniform Terms and Conditions</u> .
1.7 Evaluation	"Evaluation" means, per A.A.C. R2-7-316, the process whereby the Procurement Officer will determine which Responsive offers, revised offers, and best and final offers are the most advantageous to State taking into consideration the evaluation factors set forth in the Solicitation.
1.8 Exhibit	"Exhibit" is defined in the <u>Uniform Terms and Conditions</u> .
1.9 Negotiations	"Negotiations" means, per A.A.C. R2-7-101.32, an exchange or series of exchanges between State and an offeror for the purposes set forth in A.A.C. R2-7-C314.
1.1 Not Susceptible for Award	"Not Susceptible for Award" means, per A.A.C. R2-7-C311, that the relevant offer has been determined by the Procurement Officer to be fail one or more of the tests and comparisons set forth in that A.A.C. R2-7-C311; a determination of Not Susceptible for Award and a determination of Responsive are mutually exclusive.

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<p>1.2 Offer: Revised Offer; Best and Final Offer</p>	<p>"Offer" means, per A.A.C. R2-7-101.33, Offeror's proposal submitted to State in response to the Solicitation, as that proposal was initially submitted.</p> <p>"Revised Offer" means any revised versions of the Offer that Offeror has submitted to State at State's request as permitted under A.A.C. R2-7-C314 and -C315.</p> <p>"Best and Final Offer" means, per A.A.C. R2-7-101.8, the revised Offer submitted after negotiations have been completed that contain Offeror's most favorable terms for price, service, and products to be delivered.</p>
<p>1.3 Offeror</p>	<p>"Offeror" is the Person submitting the Offer; instructions addressed to "you" and references to "your" items are to be construed as being synonymous with "Offeror" and "Offeror's" throughout these Instructions to Offerors.</p>
<p>1.4 Person</p>	<p>"Person" is defined in the <u>Uniform Terms and Conditions</u>.</p>
<p>1.5 ProcureAZ</p>	<p>"ProcureAZ" is defined in the <u>Uniform Terms and Conditions</u>.</p>
<p>1.6 Procurement Officer</p>	<p>"Procurement Officer" is defined in the <u>Uniform Terms and Conditions</u>.</p>
<p>1.7 Responsible; Not Responsible</p>	<p>"Responsible" [offeror] means, per A.R.S. § 41-2531.14, that the relevant offeror has been determined by the Procurement Officer to have the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance; "Not Responsible" means that it does not (i.e., the Procurement Officer has made a negative determination).</p>
<p>1.8 Responsive</p>	<p>"Responsive" [offer] means, per A.R.S. § 41-2531.15, that the relevant offer has been determined by the Procurement Officer to conform in all material respects to the Solicitation.</p>
<p>1.9 Solicitation</p>	<p>"Solicitation" means this request for proposals, which State is issuing under A.R.S. § 41-2534.</p>
<p>1.10 Solicitation Amendment</p>	<p>"Solicitation Amendment" means, per A.A.C. R2-7-303, a change to the Solicitation that has been issued by the Procurement Officer.</p>
<p>1.11 Solicitation Details</p>	<p>"Solicitation Details" means <u>Section 1-A of the Solicitation</u>.</p>
<p>1.12 Subcontract</p>	<p>"Subcontract" is defined in the <u>Uniform Terms and Conditions</u>.</p>
<p>1.13 State</p>	<p>"State" is defined in the <u>Uniform Terms and Conditions</u>.</p>
<p>2.0 Inquiries</p>	
<p>2.1 Duty to Examine</p>	<p>Examine the entire Solicitation, obtain clarification in writing for any questions or concerns by submitting inquiries, then examine the Offer thoroughly and carefully for completeness and accuracy before submitting it. Lack of care in preparing the Offer is not grounds for modifying or withdrawing the Offer after the due date and time.</p>
<p>2.2 Solicitation Contact Person</p>	<p>Direct all inquiries related to the Solicitation to the Procurement Officer, including requests for or inquiries regarding standards referenced in the Solicitation. Do not contact any State personnel other than the Procurement Officer concerning the Solicitation while it is in progress, through and including award.</p>



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2.3 Submission of Inquiries	<p>Submit all inquiries related to the Solicitation in ProcureAZ; the Procurement Officer will not respond to inquiries received in any other manner.</p> <ol style="list-style-type: none">1. Submit technical inquiries about submitting proposals in ProcureAZ to the ProcureAZ Help Desk by phone at (602) 542-7600, option 1, or by email to procure@azdoa.gov.2. Submit all other inquiries about the Solicitation using the online form under the "Q&A" tab in ProcureAZ; always refer to the appropriate Solicitation document by page and paragraph number. State is not responsible for responding to any inquiries other than technical inquiries about submitting proposals submitted less than 3 (three) business days before the Offer due date and time.3. Submit any exception to the Solicitation or the Solicitation documents for the Procurement Officer's review and determination no less than 5 (five) business days before the Offer due date and time.
2.4 Verbal or Email Responses	<p>Do not rely on verbal or email responses to inquiries – those do not constitute a modification of the Solicitation.</p>
2.5 Solicitation Amendments	<p>Only a Solicitation Amendment issued in ProcureAZ can change the Solicitation.</p>
2.6 Pre-Offer Conference	<p>If the <u>Solicitation Details</u> indicates that State will hold a Pre-Offer Conference, then the conference date, time and location are provided in ProcureAZ. The Solicitation Details also indicates whether or not attendance at the conference is a mandatory. If it is mandatory, then attendance at the conference is a prerequisite for the Offer to be Responsive. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer sufficiently in advance to make the necessary arrangements.</p>
3.0 Offer Preparation	
3.1 Online Documents	<p>The Solicitation documents are only provided online in ProcureAZ; State will not provide any printed copies or other formats.</p>
3.2 Electronic Submissions	<p>When submitting your Offer, only include files that are Microsoft Word documents, Excel workbooks, PowerPoint presentations, and Adobe Acrobat documents. Obtain advance approval before submitting files in any other format.</p>
3.3 Deviations in Offer	<p>When submitting your Offer, clearly flag any deviations from the Specifications or other Solicitation technical requirements documents. Any un-flagged deviation will be deemed void upon submission. NOTE: Deviations are technical exceptions of a significant but not material nature, typically having to do with part/model numbers, details of attachments, mountings, clearances, internal configurations, etc., and are not to be confused with the material exceptions covered in <u>Attachment 5-B [Conformance Statements]</u>.</p>
3.4 Evidence of Intent	<p>Your Offer must contain an <u>Attachment 1 [Offer and Acceptance Form]</u> that has been signed by your duly authorized officer, executive, principal, or agent. The signature will be deemed to signify your intent to be bound by your Offer and the terms of the Solicitation and your representation that the information you have provided in your Offer is true and accurate.</p>



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3.5 Exceptions to Solicitation Documents	If your Offer is being submitted conditioned on any exceptions to the Solicitation documents, indicate "NO" on <u>Attachment 5-C [Conformance Statement]</u> and indicate that exceptions are being taken in the "Terms & Conditions" tab in ProcureAZ. Any exceptions taken elsewhere in the Offer or any of your preprinted or standard terms will be void in the Offer and without force or effect in any resulting contract.
3.6 Insurance and Bonds	Provide any evidence of insurance availability, evidence of insurance, evidence of bonding capacity, or bonds or other security called for in the <u>Solicitation Details</u> .
3.7 Identification of Taxes in Offer	State is subject to Arizona Transaction Privilege Tax as well as certain local sales/use taxes, as set forth in the <u>Contract Terms and Conditions</u> . Identify taxes as separate items by amount or by rate, as applicable, in <u>Attachment 4 [Pricing Document]</u> .
3.8 Excise Tax	State is exempt from certain federal excise tax on manufactured goods; State will provide the necessary exemption certificates as evidence.
3.9 Employee Identification	You must provide an employee identification number or social security number to State for the purposes of reporting monies paid under the Contract to appropriate taxing authorities; the submission is mandatory under 26 U.S.C. § 6041A. If the identifier is a social security number, State agrees that it will only use it for tax reporting purposes and only share it with appropriate state and federal officials.
3.10 Disclosure	If you are submitting the Offer despite having been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, then you must provide with your Offer the name and address of the governmental unit, the effective date, duration, and circumstances of the suspension, debarment, or other preclusion, and your justification for State to consider your Offer despite the suspension, debarment, or other preclusion. Include any suspension, debarment, or other preclusion that is pending, but indicate that it is pending.
3.11 Federal Immigration Laws	By signing the Offer, you will be deemed to have represented that both you and all your proposed Subcontractors are in compliance with federal immigration laws and regulations relating to the immigration status of their personnel. State may, at its discretion, demand evidence of compliance during Offer evaluation, which you must provide promptly; not providing the evidence will entitle the Procurement Officer to deem the Offer Not Susceptible for Award.
3.12 Offshore Performance of Sensitive Work	Refer to paragraph 3.11 of the <u>Uniform Terms and Conditions</u> .
3.13 Cost of Offer Preparation	State will not reimburse any offeror any costs associated with responding to the Solicitation.
4.0 Submission of Offer	
4.1 Offer Content	Submit all of the Offer content called for in the <u>Solicitation Details</u> .
4.2 Provided Forms	If the Article 1.0 of <u>Section 1-A [Solicitation Details]</u> indicates that a "Form" is being provided for an Attachment, then the Solicitation includes the required form and format for submitting the Attachment with or as part of the Offer; no other form or format will be accepted and the offer will be Not Susceptible for Award.



Request for Proposals

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	<p>If, however, the provided Attachment Form indicates that Offeror is allowed (or required, as the case may be) to attach additional documents regarding a particular question or line item, then doing so will be acceptable so long as the filled-out Attachment clearly states "See Attachment X Supplement (#1 of 2)", etc., and the additional document is clearly marked as "Attachment X Supplement (#1 of 2)". Upload each such "additional" document as an individual file and name the file to match the document title. NOTE: Attachment Forms cannot be filled-in directly in ProcureAZ; they must be downloaded, edited, and then uploaded as part of the Offer.</p> <p>Do not include non-specific marketing materials in the Offer; if something is not specifically called for, then including it with the Offer will not be helpful during evaluation and might in fact be grounds for down-grading if it does not address Offeror's experience and capacity to carry out <u>this</u> work.</p>
4.3 Pricing	<p>If there are specific "Items" (line items) for the Solicitation in ProcureAZ, then submit pricing for the Offer directly in ProcureAZ for each Item. Unless Article 4.0 of <u>Section 1-A [Solicitation Details]</u> indicates otherwise, the Offer must include a price, rate, multiplier, or discount for every Item in order to be determined responsive.</p> <p>If a Pricing Document has been provided as an Attachment Form, then submit pricing for the Offer in the indicated blanks in that Attachment. Article 3 of <u>Section 1-A [Solicitation Details]</u> indicates otherwise, the Offer must include a price, rate, multiplier, or discount for every blank field in order to be determined responsive.</p> <p>If no specific pricing input or form has been provided with the Solicitation, then submit pricing for the Offer in the form and format specified in <u>Attachment 4</u>. If nothing is specified or if no Attachment 4 is included in the Solicitation documents, then submit pricing for the Offer in a form and format of Offeror's choosing that coherently and comprehensively presents the pricing being offered. Unless Article 3 of <u>Section 1-A [Solicitation Details]</u> explicitly indicates otherwise, the Offer must include a price, rate, multiplier, or discount for every item or service covered by the scope of the Solicitation (or for an entire category of item or service, if pricing applies in that way) in order to be determined responsive.</p>
4.4 Submission	<p>Submit your proposal online in ProcureAZ at https://procure.az.gov before the "Bid Opening Date" indicated therein for the "Solicitation No." at the top of these Instructions to Offerors. State will not consider a proposal submitted by any other method other than ProcureAZ, and it will be deemed void upon submission.</p> <p>By A.A.C. R2-7-C307, State will not consider later offers. State will give no extension or grace period for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ. If your proposal is not submitted correctly, completely, and in conformance to these Instructions and the <u>Solicitation Details</u>, the Procurement Officer may deem it Not Susceptible for Award.</p> <p>NOTE: Using ProcureAZ requires a certain level of technical competency; select your staff to submit proposals and handle other Solicitation administration matters in ProcureAZ carefully, since the ProcureAZ Help Desk cannot do any of the required actions for you.</p>
4.5 Solicitation Amendments	<p>Acknowledge each Solicitation Amendment in ProcureAZ. By A.A.C. R2-7-C303(C), you must acknowledge every Solicitation Amendment issued as of the due date and time for your proposal to be Responsive. If you have submitted your proposal early, you must be alert for subsequent Solicitation Amendments – if one is issued after your submission but before offer due date and time, then the Procurement Officer may determine it to be Not Responsive if you have not acknowledged it.</p>



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4.6 Offer Amendment or Withdrawal	You cannot amend or withdraw a submitted proposal after the Offer due date and time unless expressly permitted under applicable law.
4.7 Confidential Information	If you believe that a portion of your proposal (or a protest or other correspondence) contains a trade secret or other manner of your proprietary information, you must (1) indicate on <u>Attachment 5-A</u> that your proposal contains such claimed confidential information and (2) designate clearly throughout the proposal each instance of that trade secret or other proprietary information in the other portions of your proposal using the term "confidential." Simply indicating that the proposal contains confidential information is not sufficient to claim the protections under A.A.C. R2-7-C317 – Attachment 5-A must be accompanied by a detailed explanation as to why each item or category of items in the proposal should be designated confidential information. The Procurement Officer shall review the claim of confidentiality and provide a written determination; until a written determination has been made, the Procurement Officer shall not disclose the claimed information to anyone who does not have a legitimate State interest. If the Procurement Officer denies the claim of confidentiality, you may appeal the determination to the State Procurement Administrator within the time specified in the determination. NOTE: Contract terms and conditions, pricing, and information generally available to the public are not and will not be designated confidential information.
4.8 Public Record	Once submitted and opened by the Procurement Officer, the Offer is a public record and must be retained by State for 6 (six) years. All offers will be available for public inspection in ProcureAZ after the Contract has been awarded, except for any portions that were determined to be confidential information. The Procurement Officer shall make the names of Persons who submitted proposals available in ProcureAZ promptly after the opening date.
4.9 Offeror Certification	By signing the Offer and Acceptance Form (or other official contract form specified by the Procurement Officer), you will be deemed to have certified that (1) you did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of your Offer and (2) you 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.
5.0 Responsible; Not Susceptible for Award	
5.1 Responsible	When determining if Offeror is Responsible under A.A.C. R2-7-C312, the Procurement Officer may, further to the factors set forth therein, consider whether Offeror has: <ol style="list-style-type: none">1. had a contract within the last 5 (five) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract; or2. a record of performance that includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract, with factual evidence consisting of documented vendor performance reports, customer complaints and/or negative references.



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5.2 Not Susceptible for Award	<p>When determining if the Offer is Not Susceptible for Award under A.A.C. R2-7-C311, the Procurement Officer may, further to the factors set forth in that sub-section, consider whether the Offer:</p> <ol style="list-style-type: none">1. Is sufficient for Evaluation;2. attempts to materially changes the contents of the Solicitation;3. would limit State's rights or remedies if accepted;4. is subject to or includes unreasonable conditions, including conditions upon State necessary for its successful performance, with the Procurement Officer being the sole determiner as to the reasonableness of a condition; or5. provides any misleading or inaccurate information.
5.3 Omitted or Incomplete Attachments	<p>If the Offer does not include all required Attachments, or if any Attachment has not been completed in conformance to the specific instructions on the Attachment form, then the Procurement Officer may:</p> <ol style="list-style-type: none">1. instruct Offeror to provide the omitted documentation as a Clarification if the omission or incompleteness is of the nature of an inadvertent clerical mistake or reasonable and excusable misinterpretation of the relevant requirements as they were stated;2. further consider the Offer, but down-grade it as appropriate in Evaluation if the omission is significant but not material; or3. determine that the Offer is Not Susceptible for Award if the omission or incompleteness is material.
5.4 Eligibility for Evaluations and Negotiations	<p>If the Procurement Officer determines that Offeror is Not Responsible, then he or she is not permitted by A.A.C. R2-7-C314 to give further consideration to its offer or include it in any Negotiations or make any Evaluation of its offer. If, however, the Procurement Officer determines that the Offer is Responsive (i.e., there is no applicable determination of Not Susceptible for Award), then he or she is obliged by A.A.C. R2-7-C314 to make an Evaluation of it and include Offeror in the immediate round of Negotiations. If the Procurement Officer determines subsequently that a Revised Offer is Not Susceptible for Award by virtue of comparison to other revised offers per A.A.C. R2-7-C314(A)(3), then he or she will not include Offeror in any further Negotiations. For clarity of intent, the foregoing means that the Procurement Officer may reduce the number of offers that are "susceptible for award" with each successive round of Negotiations, since the purpose of Negotiations is to achieve best value for State.</p>
6.0 Evaluation	
6.1 Offer Validity Period	<p>By submitting the Offer, you agree to hold your Offer open for the validity period specified in Article 2.0 of the <u>Solicitation Details</u>; if no validity period is specified therein, then you shall hold your Offer open for 180 (one hundred eighty) days. The specified or default validity period (whichever applies) re-starts upon submission of each Revised Offer or a Best and Final Offer.</p>
6.2 Clarifications	<p>The Procurement Officer may request oral or written Clarifications from offerors as necessary when making determinations under Article 5.0, making Evaluations, conducting Negotiations, and determining award under A.A.C. R2-7-C317.</p>
6.3 Evaluation	<p>The Procurement Officer shall conduct Evaluations of those offers determined to be eligible under paragraph 5.4.</p>



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6.4 Negotiations	The Procurement Officer may conduct Negotiations with offerors whose offers have been determined to be eligible under paragraph 5.4. The Procurement Officer will request a Best and Final Offer from any offerors with whom negotiations have been conducted, provided that, State may make award made without any Negotiations and therefore every offeror is forewarned to always submit its offer complete and on the most favorable terms initially, and not to assume any opportunity for Negotiations.
6.5 Financial Stability	You must be able to substantiate your financial stability to State's satisfaction as a precondition of any contract award. The Procurement Officer may demand documentation such as current financial statements directly from you or may obtain reports from independent financial rating services. Not providing the evidence will entitle the Procurement Officer to deem your Offer Not Susceptible for Award.
6.6 Consideration of Exceptions	The Procurement Officer may determine that your Offer is Not Susceptible for Award if it is conditioned on an exception to a material aspect of the Solicitation. Even if the Procurement Officer determines that an exception is one that does not merit such peremptory rejection, he or she may down-grade your Offer in Evaluations if the exception is significant.
6.7 Consideration of Deviations	The Procurement Officer may down-grade your Offer in Evaluations if it contains deviations that, in the Procurement Officer's determination, materially reduce the value to State of affected Materials or Services across the life-cycle thereof.
6.8 Consideration of Prompt Payment Discount	Procurement Officer shall credit prompt payment discounts for the purpose of evaluating offer prices.
6.9 Consideration of Taxes	Procurement Officer shall not include Arizona Transaction Privilege Tax and other sales/use taxes for the purpose of evaluating offer prices.
6.10 Consideration of Cost	Regardless of the relative order assigned to cost in Article 5.0 of the <u>Solicitation Details</u> , cost is an essential consideration in every award State makes; State's intent is always to obtain the best pricing available and it strives to make its evaluations be a straightforward comparison of best value between the responsible and responsive proposals as far as possible to the extent permissible under applicable laws.
6.11 Unit Price Prevails	In the case of discrepancy in the Offer between a unit price or rate and an extension of that unit price or rate, the unit price or rate will prevail.
6.12 Waiver and Rejection	Notwithstanding any other provision of the Solicitation, State reserves the right to: <ol style="list-style-type: none">1. waive any minor informality;2. reject any or all offers or portions thereof; or3. cancel the Solicitation.
7.0 Award	
7.1 Best Advantage to State	Under A.A.C. R2-7-C317, contracts will be awarded to the responsible offeror whose offer is determined to be most advantageous to the State based on the stated evaluation criteria.
7.2 Number of Types of Awards	State reserves the right to make multiple awards or to award contracts by individual line items or alternates, by group of line items or alternates, or to make an aggregate award, or regional awards, whichever is determined to be most advantageous to the State.



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7.3 Contract Inception

The Offer does not constitute a contract nor does it confer any right on Offeror to the award of a contract. A contract is not created until the Offer has been accepted for State by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of intent to award will not constitute State's acceptance of the Offer.

7.4 Contract Document Consolidation

State may, at its option, consolidate the resulting contract documents after contract award. Examples of such consolidation are reorganizing Solicitation documents and those components of the Accepted Offer not pertaining to the contract's operation and excluding any components of the Accepted Offer that were not awarded. Contract document consolidation will not, however, include or be construed to include any materially change the Solicitation or the Contract.

8.0 Protests

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


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

9.0 Comments Welcome

SEPARATELY AND APART FROM THIS SOLICITATION, The State Procurement Office periodically reviews these Instructions to Offerors and welcomes any comments the public may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

End of Section 1-B



	<p align="center">Request for Proposals</p> <p align="center">Solicitation No. ADSP017-00006906</p> <p align="center">Description: Elevator, Escalator, Dumbwaiter, and Moving Walkway Repair and Maintenance</p>	<p align="center">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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State Procurement Office

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Phoenix, AZ 85007

Section 1-C, Att. 1 Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Elevator, Escalator, Dumbwaiter, and Moving Walkway Repair and Maintenance in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Original Offer: _____
date initial

Revised Offer: _____
date #1 initial date #2 initial date #3 initial

Best and Final Offer: _____
date initial

X

Company name Signature of person authorized to sign Offer Initials

X

X

Address Printed name and title

X

X

City | State | ZIP Contact name and title

X

X

X

Company website Contact Email Address Contact phone number

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

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

ACCEPTANCE OF OFFER: State hereby accepts the Offer. Offeror is now bound (as Contractor) to sell the Materials and perform the Services under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable purchase order, release document, or written notice to proceed.

State's Contract No. is **ADSP017-**
(for all correspondence and invoices)

The effective date of the Contract is: _____

Contract awarded this ____ day of _____ 20__

Procurement Officer Signature

Procurement Officer printed name



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SECTION 1-C, Att. 2-A: Experience and Capacity Questionnaire

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

EXPERIENCE AND CAPACITY QUESTIONS:

Offerors are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.

Question 1: A staffing plan is required which describes the Offeror's proposed staff distribution to implement and manage this contract throughout the term of the contract. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline of each member's involvement throughout the contract. It is mandatory that this section identify the key personnel who are to be engaged in this contract and amount of time to be devoted to the contract.

Offeror Response:

[Click here to enter your response.](#)

Question 2: Describe how your company will provide parts and service for elevators, escalators, walkways, and wheelchair lifts not manufactured by your company. Include a listing of all brands you are authorized to service and describe any limitations that you may have in servicing these brands. Describe your familiarity and experience with and capability to maintain and repair elevators manufactured by the following companies, including but not limited to:

- ☐ KONE
- ☐ Dover
- ☐ ThyssenKrupp
- ☐ Otis
- ☐ Schindler
- ☐ Other

Offeror Response:

[Click here to enter your response.](#)

Question 3: Provide a description of current workload and availability of resources to complete the work and support the proposed work. Provide the total number and location of service technicians employed by your company for each Region (1 through 7) the Offeror is submitting pricing.


Offeror Response:

[Click here to enter your response.](#)

SECTION 1-B: Instructions to Offerors
Version: Version 1.1 (6/6/2016)

Elevator, Escalator, Dumbwaiter, and
Moving Walkway
Repair and
Maintenance
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	<p align="center">Request for Proposals</p> <p align="center">Solicitation No. ADSP017-00006906</p> <p align="center">Description: Elevator, Escalator, Dumbwaiter, and Moving Walkway Repair and Maintenance</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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Question 4: Describe the capacity of your company to provide all reporting as mandated by the solicitation.

Offeror Response:

Click here to enter your response.

Question 5: Describe your company's internal management system for processing orders from point of customer contact through delivery and billing.

Offeror Response:

Click here to enter your response.

Question 6: Describe your company's material pricing program.

Offeror Response:

Click here to enter your response.

Question 7: Describe your company's process on how you will assure the Eligible Agencies that you will succeed at following scenarios / criteria's.

- A. 20 Minute emergency call back for all ADOA buildings in the Capitol Mall (during normal hours)
- B. 45 Minute emergency call back for all other Eligible Agencies (during normal hours))
- C. 60 Minute emergency call back for all Eligible Agencies including ADOA buildings. (after hours and weekends)
- D. Elevator entrapments (during normal hours and after hours)

Offeror Response:

Click here to enter your response.

Question 8: Describe your company's billing process on how you will assure the Eligible Agencies that your billing will be accurate?

Offeror Response:

Click here to enter your response.





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EXPERIENCE REFERENCES:

1	Client Company/Address	Contact	Begin Date	End Date
x		x	x	x
	Phone Number	Email Address		
x		x		
Materials/goods/equipment provided similar to those described in Solicitation				
x				
Services performed similar to those described in Solicitation				
x				

2	Client Company/Address	Contact	Begin Date	End Date
x		x	x	x
	Phone Number	Email Address		
x		x		
Materials/goods/equipment provided similar to those described in Solicitation				
x				
Services performed similar to those described in Solicitation				
x				

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3	Client Company/Address	Contact	Begin Date	End Date
	x	x	x	x
	Phone Number	Email Address		
	x	x		
Materials/goods/equipment provided similar to those described in Solicitation x				
Services performed similar to those described in Solicitation				

ATTACHMENT SUPPLEMENTS:

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

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

End of Attachment [1-C] 2-A

**Request for Proposals**Solicitation No.
ADSP017-00006906Description:
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Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office100 N 15th Ave., Suite 201
Phoenix, AZ 85007**SECTION 1-C, Att. 2-B:
Organization Profile**

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

ORGANIZATION PROFILE

Firm Name	x	Year established	x	
Principal address (street, city, state)	x			
Entity type:	x	Structure:	x	
Branch or Division:	x	Parent:	x	
Years' experience providing goods similar in type and quantity as required by this Solicitation.			x	
Years' experience performing services similar in size and scope as required by this Solicitation.			x	
Years the organization has conducted business in the State of Arizona.			x	
CONTRACT REPRESENTATIVES TO CONTACT				
	Name	Title	Telephone Number	E-Mail Address
1	x	x	x	x
2	x	x	x	x
3	x	x	x	x
LICENSES/CERTIFICATIONS				
	Description	Issuer	Number	Expiration
1				
2				
3				
4				
5				
6				
7				
FINANCIAL INFORMATION				
	Rating/Issuer	Score/Rank	Date	
1				
2				
3				



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CAPACITY

	Location	Work Performed	Number Staff	Capacity
1				
2				
3				
4				
5				

End of Attachment [1-C] 2-B



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SECTION 1-C, Att. 3-A:

Method Proposal

(Method of Approach)

1. Describe how your company will meet the requirements of the contract to best suit the needs of the Eligible Agency's. Offeror shall include, but is not limited to, methodology, work plan, technology, and scheduling for providing the required services of this contract and support services in the form of response time and resources proposed to meet the initial and on-going needs of an uninterrupted operation of the service for the Eligible Agency's from award through delivery. Include the Offeror's anticipated schedule from proposal award through delivery and on-site testing and training if applicable.
2. Provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Eligible Agencies.

Offeror Response:

[Click here to enter your response.](#)

ATTACHMENT SUPPLEMENTS:

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

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

End of Attachment [1-C] 3-A

**Request for Proposals**

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

SECTION 1-C, Att. 3-B:
Key Personnel Proposal

Answer all questions thoroughly in the spaces provided. **Complete this form in full for each one of the key personnel proposed to be involved in carrying out the Work.** Insert or attach a separate resume if desired, but any attached resumes are supplemental to this form and do not substitute for this form.

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

**Request for Proposals**

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

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

**Request for Proposals**

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

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



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

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



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

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



Request for Proposals

Solicitation No.
ADSP017-00006906


Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

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

	<p align="center">Request for Proposals</p> <p align="center">Solicitation No. ADSP017-00006906</p> <p align="center">Description: Elevator, Escalator, Dumbwaiter, and Moving Walkway Repair and Maintenance</p>	<p align="center">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
---	--	---

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

End of Attachment [1-C] 3-B





Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

SECTION 1-C, Att. 3-C: Proposed Subcontractors

Check "NO" if you will not subcontract any portion of the Work and will therefore be performing all of the Work with your own personnel.

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

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

- Fill in the information for every significant Subcontractor – indicate the type of work the Subcontractor will perform under this Contract, and the approximate percentage of the total Contract work (i.e., your self-performed work plus all subcontracted work) that the Subcontractor will perform.
- Provide copies of relevant certifications each one possesses in the Attachment Supplements section.
- Provide description of quality assurance methods and quality control measures that will be used to ensure that Subcontractor's portions of the Work meet the Contract requirements.
- State reserves the right to request additional information about any proposed Subcontractors.

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

	Name and contact information	Small Business	Work to be performed	%
1.	Name	select		
2.	Name	select		
3.	Name	select		
4.	Name	select		
5.	Name	select		
6.	Name	select		
7.	Name	select		
8.	Name	select		
9.	Name	select		
10.	Name	select		

ATTACHMENT SUPPLEMENTS:

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

	Title	Document Date	No. of pages	Purpose in Offer
1.	Enter or type "None for Sub #1"			
2.	Enter or type "None for Sub #2"			



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
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100 N 15th Ave., Suite 201
Phoenix, AZ 85007

3.	Enter or type "None for Sub #3"			
4.	Enter or type "None for Sub #4"			
5.	Enter or type "None for Sub #5"			
6.	Enter or type "None for Sub #6"			
7.	Enter or type "None for Sub #7"			
8.	Enter or type "None for Sub #8"			
9.	Enter or type "None for Sub #9"			
10.	Enter or type "None for Sub #10"			

End of Attachment [1-C] 3-C



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

SECTION 1-C, Att. 3-D: Performance Guarantee

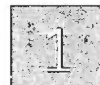
Refer to Scope of Work for performance guarantees and penalties for non-performance in accordance with the contract.

ATTACHMENT SUPPLEMENTS:

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

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

End of Attachment [1-C] 3-D





Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

SECTION 1-C, Att 4: Pricing Document

Offeror shall complete the pricing on Attachment A for each Region (1 through 7) the Offeror is submitting pricing to provide service.

ANNEXES TO THIS ATTACHMENT

- Annex 1 to Attachment 4 Attachment A Pricing (Excel document)

ATTACHMENT SUPPLEMENTS:

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

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

End of Attachment [1-C] 4



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

SECTION 1-C, Att. 5-A: Confidential Information Designation

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

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

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

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

- ☐ This response DOES NOT contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ This response DOES contain trade secret information because it contains information that:
1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**
 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. State reserves the right to make its own determination of Offeror's trade secret materials through a written determination in accordance with A.A.C. R2-7-103.

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

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

X

Company Name

Signature of Authorized Person

X

Address

X

Printed Name

X


City

State

Zip

X

Title

	<p align="center">Request for Proposals</p> <p align="center">Solicitation No. ADSP017-00006906</p> <p align="center">Description: Elevator, Escalator, Dumbwaiter, and Moving Walkway Repair and Maintenance</p>	<p align="center">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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ATTACHMENT SUPPLEMENTS:

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

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

End of Attachment [1-C] 5-A



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

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

PROVIDED FOR REFERENCE ONLY

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





Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

SECTION 1-C, Att. 5-B: Conformance Statements

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

READ PARAGRAPH 3.4 OF THE INSTRUCTIONS TO OFFERORS BEFORE TAKING ANY EXCEPTIONS – TAKING
EXCEPTIONS CAN BE GROUNDS FOR STATE REJECTING OR DOWN-GRADING YOUR OFFER IN EVALUATION

CONFORMANCE TO THE INSTRUCTIONS:

(PART 1 OF THE SOLICITATION)

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

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

CONFORMANCE TO THE TECHNICAL DOCUMENTS:

(PART 2 OF THE SOLICITATION)

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

- ☐ YES – Offeror acknowledges that it has read and understands the Scope of Work and the Commercial Document in Part 2 of the Solicitation and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understand the Scope of Work and the Commercial Document in Part 2 of the Solicitation and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment Supplement 5-B.2 [Exceptions to Technical Documents].

CONFORMANCE TO THE CONTRACT TERMS AND CONDITIONS:

(PART 3 OF THE SOLICITATION)

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

- ☐ YES – Offeror acknowledges that it has read and understands the Special Terms and Conditions and the Uniform Terms and Conditions in Part 3 of the Solicitation and attests that its Offer complies with both.
- ☐ NO – Offeror acknowledges that it has read and understand the Special Terms and Conditions and the Uniform Terms and Conditions in Part 3 of the Solicitation and attests that its Offer complies with both EXCEPT FOR the exceptions listed in Attachment Supplement 5-B.3 [Exceptions to Terms & Conditions].

**Request for Proposals**

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

**ATTACHMENT SUPPLEMENT 5-B.1:
Exceptions to Instructions**

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

Company Name

Signature of Person Authorized to Sign



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

ATTACHMENT Supplement 5-B.2: Exceptions to Technical and Commercial

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

Company Name

Signature of Person Authorized to Sign



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

ATTACHMENT SUPPLEMENT 5-B.3: Exceptions to Contract Terms & Conditions

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

Company Name

Signature of Person Authorized to Sign

End of Attachment [1-C] 5-B



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
Elevator, Escalator, Dumbwaiter, and Moving
Walkway Repair and Maintenance

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

SECTION 1-C, Att. 5-C: Offer Checklist

	DOCUMENT	SUBMITTED
1.	Attachment 1: Offer and Acceptance Form	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	Attachment 2-A: Experience and Capacity Questionnaire	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	Attachment 2-B: Organization Profile	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	Attachment 3-A: Method Proposal	<input type="checkbox"/> YES <input type="checkbox"/> NO
5.	Attachment 3-B: Key Personnel Proposal	<input type="checkbox"/> YES <input type="checkbox"/> NO
6.	Attachment 3-C: Proposed Subcontractors	<input type="checkbox"/> YES <input type="checkbox"/> NO
7.	Attachment 3-D: Performance Guarantee	<input type="checkbox"/> YES <input type="checkbox"/> NO
8.	Attachment 4: Pricing Document	<input type="checkbox"/> YES, <input type="checkbox"/> NO
9.	Attachment 5-A: Confidential Information Designation	<input type="checkbox"/> YES <input type="checkbox"/> NO
10.	Attachment 5-B: Conformance Statements	<input type="checkbox"/> YES <input type="checkbox"/> NO
11.	Attachment 5-C: Offer Checklist	<input type="checkbox"/> YES <input type="checkbox"/> NO

End of Attachment [1-C] 5-C

End of Section 1-C

End of Part 1



NOTICE OF REQUEST FOR PROPOSALS

Solicitation No.
ADSP016-00006906

Description:
**Elevator, Escalator, Chairlift, and Moving Walkway
Repair and Maintenance**

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

What State Is Soliciting:

The Arizona Department of Administration, State Procurement Office division (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to satisfy the needs for all state agencies, boards, and commissions, as well as participating purchasing cooperative members (collectively, the Eligible Agencies) to provide Error! Reference source not found., which in general terms includes **Elevator, Escalator, Chairlift, and Moving Walkway Repair and Maintenance**. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies, and a list of all state agencies and purchasing cooperative members is available on the State Procurement Office website at:

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

How State Anticipates Contracting:

The State anticipates [describe very briefly how this Solicitation will lead to contracts, how many contracts are anticipated, how the scope/commodity will be split between contracts, when the performance would begin, etc.]. Whether or not it actually enters into any contracts, how many contracts it enters into, and how work is awarded between those contracts are all at the State's discretion. Further, the State will use any awarded contracts on an as-needed basis; it makes no guarantee as to its actual spending under them.

What's in the Solicitation:

1	ProcureAZ file #1: ADSP0-2A ADSP017-00006906-xx.RFP.1		
	Part 1: Instructions and Attachments	Section 1-A: Solicitation Details	ADSP0-2A, ADSP017-00006906-xx.RFP.1A.1, 1A.2, 1A.3, etc. contain Exhibits to Section 1-A
		Section 1-B: Instructions to Offerors	
		Section 1-C: Attachments (Offeror Forms)	
2	ProcureAZ file #2: ADSP017-00006906-xx.RFP.2		
	Part 2: Technical and Commercial	Section 2-A: Scope of Work (Technical Document)	ADSP0-2A, ADSP017-00006906-xx.RFP.2A.1, 2A.2, 2A.3, etc. contain Exhibits to Section 2-A
		Section 2-B: Commercial Document	ADSP0-2A, ADSP017-00006906-xx.RFP.2B.1, 2B.2, 2B.3, etc. contain Exhibits to Section 2-B
3	ProcureAZ file #3: ADSP0-2A, ADSP017-00006906-xx.RFP.3		
	Part 3: Contract Terms and Conditions	Section 3-A: Special Terms and Conditions	ADSP0-2A, ADSP017-00006906-xx.RFP.3A.1, 3A.2, 3A.3, etc. contain Exhibits to Section 3-A
		Section 3-B: Uniform Terms and Conditions	ADSP0-2A, ADSP017-00006906-xx.RFP.3B.1, 3B.2, 3B.3, etc. contain Appendices to Section 3-B

How and When Proposals Are Due:

Proposals will only be accepted online in the "ProcureAZ" system at <https://procure.az.gov> until the "Bid Opening Date" indicated in ProcureAZ for the Solicitation No. shown at the top of this page. Proposals must be in the State Procurement Office's possession online no later than that deadline. LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in ProcureAZ.

OFFERORS SHOULD READ THE ENTIRE SOLICITATION CAREFULLY


	<p>Solicitation: Request for Proposal Solicitation No. ADSP017-00006906 Description: Elevators, Escalators, Dumb Waiters and Moving Walkways</p>	<p>Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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EXHIBIT 3-A.1
to the
SPECIAL TERMS AND CONDITIONS:
Contractor Insurance Requirements

Date: 11-25-2016

EXHIBIT CONTENTS:

1.0	Minimum Scope and Limits of Insurance	2
2.0	General Insurance Requirements	2
3.0	Coverage-Specific Requirements	3
	Commercial General Liability	3
	Business Automobile Liability	3
	Workers Compensation and Employer's Liability	4
	Professional Liability	4
	Professional Environmental Liability	4
	Contractor's Pollution Liability; Pollution Legal Liability	4
	Technical Errors and Omissions.....	5
	Media Liability	5
	Network (Cyber) Security and Privacy Liability	6
4.0	Verification of Coverage	6
5.0	Subcontractors	7
6.0	Modifications.....	7
7.0	Exceptions	8
8.0	Tables	8

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	<p style="text-align: center;">Solicitation: Request for Proposal Solicitation No. ADSP017-00006906906 Description: Elevators, Escalators, Dumb Waiters and Moving Walkways</p>	<p style="text-align: center;">Arizona Department of Administration State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007</p>
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1.0 Minimum Scope and Limits of Insurance

- 1.1 Contractor shall provide coverage at least as broad and with limits of liability not less than those indicated as "REQUIRED" in the **Insurance Limits Tables** and Appendix A that follow this Exhibit.
- 1.2 The Tables and Appendix 1 are cumulative requirements – the "Add-Ons" specified in that appendix are the required riders, floaters, special endorsements, etc., that are in addition to the required coverage indicated in whichever one of Tables A, B, C, or D is applicable to the Contract.

2.0 General Insurance Requirements

- 2.1 Contractor shall procure the required insurance against claims for injury to persons or damage to property that may arise from or in connection with its performance under the Contract. Reference herein to "Contractor's performance under the Contract" or a like construction is to be construed every time as being a reference to Contractor's performance under the Contract and performance by all its subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, sub-consultants, and agents that is in any way connected with the Contract.
- 2.2 Contractor shall maintain the required coverage until all its obligations under the Contract including warranties have been satisfied, excluding only the record retention obligations that remain once all other obligations have expired or been satisfied. References to "Contractor's obligations under the Contract" or a like construction is to be construed every time as being a reference to Contractor's obligations under the Contract and the obligations of all its subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, sub-consultants, and agents that are in any way connected with the Contract.
- 2.3 The insurance requirements herein are minimums, and in no way limit indemnities given under the Contract. State in no way warrants that these minimums are sufficient to protect Contractor from all the liabilities that might arise out performance under the Contract with respect to Contractor or its subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, sub-consultants, agents, representatives, or employees. Contractor is free to purchase any additional insurance it determines to be in its best interest, however, State will have no obligation to pay for or reimburse Contractor for any such additional coverage it elects to obtain over these specified minimums.
- 2.4 All policies obtained in satisfaction of these minimum requirements must stipulate, or be endorsed to stipulate, as required by this written agreement, that:
 - .1 the insurance afforded Contractor is primary and that any insurance carried by or available to State is excess and non-contributory, as provided in A.R.S. § 41-621 (E); and
 - .2 the insurance provided by Contractor does not and will not limit Contractor's liability assumed under the indemnification provisions of the Contract.
- 2.5 For all policies obtained in satisfaction of these minimum requirements, the policy must provide that it will not expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days' prior written notice to State. Within two (2) business days after receiving any

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insurer notice that a policy has expired, been suspended, cancelled or materially changed for any reason or that it will be expiring, suspended, cancelled or materially changed for any reason. Contractor shall provide the notice to State in conformance to the regular notice provisions set out elsewhere in the Terms and Conditions.

- 2.6 All policies obtained in satisfaction of these minimum requirements must be placed with insurers that:
- .1 are licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance *List of Qualified Unauthorized Insurers*; and
 - .3 have an A.M. Best rating of not less than 'A- VII', provided that, State of Arizona in no way warrants that such a rating is sufficient to protect the Contractor from the potential of insurer insolvency.


3.0 Coverage-Specific Requirements

Commercial General Liability

- 3.1 Every Commercial General Liability ("CGL") policy must:
- .1 include Bodily Injury, Property Damage, and Broad Form Contractual Liability coverage;
 - .2 be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor; and
 - .3 contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

Business Automobile Liability

- 3.2 Every Business Automobile Liability policy must:
- .1 cover bodily injury and property damage for any owned, hired, and/or non-owned automobiles used in the performance of the Contract;
 - .2 be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, Contractor involving automobiles owned, hired and/or non-owned by Contractor;
 - .3 contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.

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Workers Compensation and Employer's Liability

- 3.3 Every Workers Compensation and Employer's Liability policy must contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor. The foregoing requirement does not apply if (1) Contractor is exempt under A.R.S. § 23-901 and (2) Contractor has executed and filed the applicable waiver forms needed to make the exempting waiver effective.

Professional Liability


- 3.4 Every Professional Liability policy must:
- .1 if written on a claims-made basis, be warranted by Contractor to the effect that:
 - (a) any retroactive date under the policy precedes the effective date of the Contract; and
 - (b) continuous coverage will be maintained or an extended discovery period will be exercised for 2 (two) years beginning when work under the Contract is completed; and
 - .2 expressly cover professional misconduct or negligent acts for all key personnel or named positions called out in **Part 2 of the Contract**, Section 2-A [Scope of Work].

Professional Environmental Liability

- 3.5 Paragraph 3.4 applies as well to any required Professional Environmental Liability coverage. In addition, the coverage must include claims of bodily injury or property damage arising out of pollution or environmental work, asbestos work, laboratory analysis, and/or operations of a treatment plant if and to the extent that those things are included in the scope of the Contract.

Contractor's Pollution Liability; Pollution Legal Liability

- 3.6 Every Contractor's Pollution Liability and every Pollution Legal Liability policy must each and separately:
- .1 cover losses caused by pollution conditions that arise from the operations Contractor carries out under the Contract;
 - .2 be specific to the operations Contractor carries out under the Contract;
 - .3 include coverage for:
 - (a) pollution losses arising out of Contractor's completed operations;
 - (b) bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death and medical monitoring costs;
 - (c) property damage and physical damage to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically damaged or destroyed including diminution in value;

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- (d) environmental damage including physical damage to soil, surface water, ground water, or plant or animal life caused by pollution conditions and giving rise to cleanup costs;
 - (e) asbestos, lead, and mold, with no exclusions; and
 - (f) non-owned disposal site coverage;
- .4 specify that pollution coverage applies to:
- (a) all locations use for acceptance, storage, or disposal of any hazardous materials under the Contract;
 - (b) all phases of the work carried out under the Contract; and
 - (c) coverage for losses that arise from a covered facility for both sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, atmosphere, or any watercourse or body of water which results in cleanup costs, bodily injury, or property damage.
- .5 be written on either an occurrence basis with no sunset clause or a claims-made basis that Contractor has warranted to the effect that (a) any retroactive date under the policy precedes the effective date of the Contract and (b) continuous coverage will be maintained or an extended discovery period will be exercised for 10 (ten) years beginning when work under the Contract is completed;
- .6 include defense, which includes costs, charges and expenses incurred in the investigation, adjustment or defense of claims for compensatory damages;
- .7 be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor; and
- .8 contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by Contractor.

Technical Errors and Omissions

- 3.7 Technical Errors and Omissions insurance must cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or programs being licensed under the Contract. Coverage must either expressly include or make no exclusion of settlement and/or defense of claims involving intellectual property, including at a minimum patent and/or copyright infringement.

Media Liability

- 3.8 Media Liability insurance must:

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- .1 cover any and all errors, omissions, or negligent acts in the production of content, including at a minimum plagiarism, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark, and trade dress; and
- .2 be written on either an occurrence basis with no sunset clause or a claims-made basis warranted by Contractor to the effect that (a) any retroactive date under the policy precedes the effective date of the Contract and (b) continuous coverage will be maintained or an extended discovery period will be exercised for 2 (two) years beginning when work under the Contract is completed.


Network (Cyber) Security and Privacy Liability

3.9 Network Security and Privacy Liability insurance must:

- .1 include coverage for:
 - (a) third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, identity theft, theft of data), invasion of privacy regardless of the type of media involved, crisis management, and identity theft response costs; and
 - (b) breach notification costs, credit remediation and monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss;
- .2 be written on either an occurrence basis with no sunset clause or a claims-made basis that Contractor has warranted to the effect that (a) any retroactive date under the policy precedes the effective date of the Contract and (b) continuous coverage will be maintained or an extended discovery period will be exercised for 2 (two) years beginning when work under the Contract is completed;
- .3 be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor; and
- .4 contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by Contractor.

4.0 Verification of Coverage

- 4.1 Before any work commences, Contractor shall furnish State with certificates of insurance on valid ACORD or approved equivalent forms evidencing that Contractor has the required insurance.
 - 4.1.1 Each certificate must be signed by an authorized representative of the applicable insurer.
 - 4.1.2 The effective date of every policy must be earlier than the date work did or is scheduled to commence.

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- 4.1.3 Failure to provide the required certificates or to failure to provide evidence of subsequent renewals will be a material breach of the Contract.
- 4.1.4 State's receipt without comment of non-compliant or incomplete certificates or policy endorsements is not and is not to be construed to be a waiver of any requirements.
- 4.1.5 Contractor shall send all certificates and renewals to State's representative designated in the Special Terms and Conditions for insurance matters. Contractor shall note State's project/contract number and project/contract description on each certificate.
- 4.2 State may demand copies of the complete policies for the required coverage at any time during the term of the Contract; Contractor shall provide them promptly in each instance.

5.0 Subcontractors

- 5.1 Contractor's certificates of insurance must include, at a minimum, all subcontractors as insureds or else Contractor will be responsible to State for ensuring that each subcontractor has valid and collectable insurance evidenced by compliant certificates of insurance and endorsements.
- 5.2 Every first-tier subcontractor must provide equivalent insurance to that required from Contractor, except that the minimum limits for subcontractors are 50% (fifty percent) of Contractor required minimums for all coverages other than Damage to Rented Premises (which is unchanged).
- 5.3 State may demand evidence from Contractor of compliant subcontractor insurance at any time during the term of the Contract; Contractor shall provide it promptly in each instance.

6.0 Modifications

- 6.1 State may, by written instruction, modify minimum insurance limits, required coverages, or required endorsements throughout the term of the Contract.
- 6.2 If the net effect of such modifications is to increase limits or coverage or to require additional endorsements, then Contractor may submit a claim for price increase in the manner prescribed in **Part 2 of the Contract**, Section 2-B [Compensation], except that as required substantiation Contractor shall instead provide verifiable quotes and invoices from its insurers with a cover letter from each one stating that the premium increase is entirely attributable to the modified requirements. Once mutually agreed, the modifications and any price increases are to be incorporated by Contract Amendment. Contractor shall provide updated certificates within 10 (ten) business days after both parties have executed the amendment.
- 6.3 If the net effect of such modifications is to decrease limits or coverage or to strike any endorsement requirements, then Contractor shall submit a price reduction in the manner prescribed in **Part 2 of the Contract**, Section 2-B [Compensation]. For the required documentation Contractor shall provide quotes and invoices from its insurers with a cover letter from each one stating that the premium decrease is entirely attributable to the modified requirements. Once mutually agreed, the modifications and any price reductions are to be incorporated by Contract

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Amendment. Contractor shall provide updated certificates within 10 (ten) business days after both parties have executed the amendment.

7.0 Exceptions

If Contractor or subcontractor is a public entity, then these minimum insurance requirements do not apply, provided that, the entity in question shall provide to State a certificate of self-insurance, unless Contractor or subcontractor is a State of Arizona agency, board, commission, or university, in which case no evidence of insurance is required.

8.0 Tables and Appendices

[the Tables and their appendices follow this page]

- .1 Table A: **General Goods and Services Limits**
- .2 Table B: **Event Services Limits**
- .3 Table C: **Environmental Services Limits**
- .4 Table D: **Information Services Limits**
- .5 Appendix 1: **Insurance Add-Ons Table**
- .6 Appendix 2: **Scope Category Definitions**

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Insurance Limits Tables

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TABLE A: General Goods and Services Limits

Scope Category:	Professional Services		General Services, Goods, or Equipment		Elevator Maintenance
Insurance Package ID:	A.1.1 ¹	A.1.2 ²	A.2.1 ¹	A.2.2 ²	A.3
Applicable to Contract:	select	select	select	select	REQUIRED
Required Coverage	Minimum Coverage Limits				
Commercial General Liability (CGL) – Occurrence Form					
General Aggregate	\$ 2,000,000	\$ 1,000,000	\$ 2,000,000	\$ 1,000,000	\$ 10,000,000
Products – Completed Operations Aggregate	\$ 1,000,000	\$ 500,000	\$ 1,000,000	\$ 500,000	\$ 10,000,000
Personal and Advertising Injury	\$ 1,000,000	\$ 500,000	\$ 1,000,000	\$ 500,000	\$ 10,000,000
Damage to Rented Premises	\$ 50,000	\$ 25,000	\$ 50,000	\$ 25,000	\$ 50,000
Each Occurrence	\$ 1,000,000	\$ 500,000	\$ 1,000,000	\$ 500,000	\$ 10,000,000
Workers' Compensation					
Workers' Compensation	by statute	by statute	by statute	by statute	by statute
Employers' Liability					
Each accident	\$ 1,000,000	\$ 500,000	\$ 1,000,000	\$ 500,000	\$ 1,000,000
Disease Each Employee	\$ 1,000,000	\$ 500,000	\$ 1,000,000	\$ 500,000	\$ 1,000,000
Disease Policy Limit	\$ 1,000,000	\$ 500,000	\$ 1,000,000	\$ 500,000	\$ 1,000,000
Business Automobile Liability					
Combined Single Limit	\$ 1,000,000	\$ 500,000	\$ 1,000,000 ³	\$ 500,000 ³	\$ 1,000,000
Professional Liability (Errors and Omissions)					
Each Claim	\$ 2,000,000	\$ 1,000,000			
Annual Aggregate	\$ 2,000,000	\$ 1,000,000			

¹ Limits required for every contract in the Scope Category except purchases not exceeding the amount prescribed in A.R.S. § 41-2535, which amount is to be construed as referring to the "aggregate dollar amount" defined in A.A.C. R2-7-101 [Definitions].

² Limits required for every contract in the Scope Category not exceeding the amount prescribed in A.R.S. § 41-2535, which amount is to be construed as referring to the "aggregate dollar amount" defined in A.A.C. R2-7-101 [Definitions].

³ Coverage required if personal or company vehicles are used to perform the Services or to deliver the Goods; coverage is not required if Contractor's workers use personal or company vehicles only to commute to and from their work locations.



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Refer to Appendix 2 for Scope Category definitions.



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TABLE B: Event Services Limits

Scope Category:	Small Events	Large Events; Rides; Races	Fireworks Displays
Insurance Package ID:	B.1	B.2	B.3
Applicable to Contract:	not applicable	not applicable	not applicable
Required Coverage	Minimum Coverage Limits		
Commercial General Liability (CGL) – Occurrence Form			
General Aggregate	\$ 2,000,000	\$ 5,000,000	\$ 10,000,000
Products – Completed Operations Aggregate	\$ 1,000,000	\$ 5,000,000	\$ 10,000,000
Personal and Advertising Injury	\$ 1,000,000	\$ 5,000,000	\$ 10,000,000
Damage to Rented Premises	\$ 50,000	\$ 50,000	\$ 50,000
Each Occurrence	\$ 1,000,000	\$ 5,000,000	\$ 10,000,000
Workers' Compensation			
Workers' Compensation	by statute	by statute	by statute
Employers' Liability			
Each accident	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Disease Each Employee	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Disease Policy Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Business Automobile Liability			
Combined Single Limit	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000

Refer to Appendix 2 for Scope Category definitions.



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TABLE C: Environmental Services Limits

Scope Category:	Environmental Services and Consulting	Master Environmental Services	Abatement and Remediation Work	Disposal, Recycling or Storage Facilities	Hazardous Material Hauling	Off-Site Control of State Hazardous Waste
Insurance Package ID:	C.1	C.2	C.3	C.4	C.5	C.6
Applicable to Contract:	select	select	select	select	select	select
Required Coverage	Minimum Coverage Limits					
Commercial General Liability (CGL)						
Same as for "Package A.2.1" on page 9						
Workers' Compensation						
Same as for "Package A.2.1" on page 9						
Employers' Liability						
Same as for "Package A.2.1" on page 9						
Business Automobile Liability						
Same as for "Package A.2.1" on page 9					\$ 5,000,000	A.2.1, cont'd.
Professional Environmental Liability						
Each Claim	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000			
Annual Aggregate	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000			
Contractor's Pollution Liability						
Per Occurrence		\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
General Aggregate		\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000
Pollution Legal Liability						
Per Occurrence			\$ 1,000,000	\$ 1,000,000		\$ 10,000,000
General Aggregate			\$ 2,000,000	\$ 2,000,000		\$ 10,000,000

Refer to Appendix 2 for Scope Category definitions.

EXHIBIT 3-A.1 to the Special Terms and Conditions
Contractor Insurance Requirements

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TABLE D: Information Services Limits

Scope Category:	Information Technology	Media Services
Package ID:	D.1	D.2
Applicable to Contract:	select	select
Required Coverage	Minimum Coverage Limits	
Commercial General Liability (CGL)		
Same as for "Package A.2.1" on page 9		
Workers' Compensation		
Same as for "Package A.2.1" on page 9		
Employers' Liability		
Same as for "Package A.2.1" on page 9		
Business Automobile Liability		
Same as for "Package A.2.1" on page 9		
Technology Errors and Omissions		
Each Claim	\$ 2,000,000	
Annual Aggregate	\$ 2,000,000	
Network (Cyber) Security and Privacy Liability		
Each Claim	\$ 2,000,000	
Annual Aggregate	\$ 2,000,000	
Media Liability		
Each Claim		\$ 2,000,000
Annual Aggregate		\$ 2,000,000

Refer to Appendix 2 for Scope Category definitions.



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APPENDIX 1: Insurance Add-Ons Table

Add-On No.	Applicable to Contract	Typical conditions for use	Requirements if used
X.01	select	When the Services involve working with or caring for children or "vulnerable adults" (adults who are physically or developmentally disabled or inmates and who are in State's care, custody, and/or control).	Contractor shall maintain coverage for Sexual Abuse and Molestation (SAM), as follows: <ul style="list-style-type: none">• SAM coverage can be sub-limited:<ul style="list-style-type: none">– If the applicable required CGL general aggregate is \$2,000,000, then the SAM sub-limit must be no less than \$500,000; and– If the applicable required CGL general aggregate is \$1,000,000, then the SAM sub-limit must be no less than \$250,000.• SAM coverage can be included under the CGL policy either:<ul style="list-style-type: none">– within the CGL limits; or– by separate endorsement with separate limits.• If available carriers will not provide SAM coverage under the CGL policy, then SAM liability must be covered by a Professional Liability policy.• The CGL or PLI certificate of insurance (as applicable) must include one of the following statements:<ul style="list-style-type: none">– "Sexual Abuse and Molestation coverage is included." or– "Sexual Abuse and Molestation coverage is not excluded."
X.02	select	When the Services are being provided at an airport on the airside (inside the fence).	Contractor's CGL and Business Automobile policies must both be endorsed to include airports.
X.03	select	When the Services include janitorial, building maintenance, or property caretaker work.	Contractor's CGL policy must be endorsed to include: <ul style="list-style-type: none">• Master Key coverage; and• coverage for Broad Form Property Damage.
X.04	select	When the Services include providing security services, including armored car services.	Contractor's CGL policy must be endorsed to include: <ul style="list-style-type: none">• security services Errors and Omissions coverage;• Master Key coverage, if the scope of the Contract includes key-handling responsibilities;• coverage for Broad Form Property Damage to property of others;• coverage for the Operation of Mobile Equipment owned or leased by the State of Arizona, if the scope of the Contract includes operating State's vehicles;• coverage for Use of Reasonable Force to Protect Persons or Property.



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Add-On No.	Applicable to Contract	Typical conditions for use	Requirements if used
X.05	select	When the Services include providing armored car services to transfer State or State-entrusted money or other negotiable instruments (Note: Add-On X.04 above also applies). - OR - When the Services include Contractor's employees handling State or State-entrusted money or other negotiable instruments or having electronic access to State or State-entrusted funds.	Contractor shall provide a Commercial Crime Policy or Blanket Fidelity Bond, as follows: <ul style="list-style-type: none">• Coverage amount is \$ enter amount or N/A• Coverage must include, at a minimum:<ul style="list-style-type: none">– Employee Dishonesty, to include coverage for theft and mysterious disappearance and inventory shortage;– Money & Securities Inside/Outside;– Computer Fraud;– Funds Transferred, if the scope of the Contract includes handling funds or if opportunity to handle funds is presented by the performance of the services included in scope of Contract;– Forgery or Alteration; and– endorsement to include State as Loss Payee.• The policy must not contain any condition requiring arrest or conviction as claim prerequisite.
X.06	select	When the Contract includes installation of Equipment or Building Work (both defined in the Uniform Terms and Conditions) where that Equipment or Building Work is not covered under any project builder's risk policy that Contractor would be able to claim against in the event of a loss during staging, installation, testing, and commissioning.	Contractor shall maintain an Installation Floater, as follows: <ul style="list-style-type: none">• Coverage amount is \$ enter amount or N/A• Policy must be maintained until whichever of the following occurs first:<ul style="list-style-type: none">– final payment has been made; or– until no person or entity other than State has an insurable interest in the property required to be covered.• Coverage must include, at a minimum:<ul style="list-style-type: none">– endorsement to include State as Loss Payee;– coverage written on an all risk, replacement cost basis, including coverage for:<ol style="list-style-type: none">1) flood and earth movement; and2) losses occurring during equipment testing and/or commissioning;– endorsement such that the insurance cannot be canceled or lapse because of any partial use or occupancy by State; and– coverage from the time the equipment or material becomes Contractor's responsibility and continuing without interruption during installation, including any time during which the equipment or material is being transported to the installation site or awaiting installation, whether on or off the site.• Contractor is responsible for all deductibles.
X.07	select	When the Services include providing vehicle storage, transport, repair, or maintenance for State vehicles.	Contractor's CGL policy must be endorsed to include: <ul style="list-style-type: none">• Garage Liability (Premises and Operations), with a sub-limit of no less than \$ 1,000,000; and• Garagekeeper's Legal Liability – Direct Primary Coverage, with sub-limits of no less than:<ul style="list-style-type: none">– Each Auto for \$ 500,000; and– Each Occurrence for \$ 1,000,000; and• Products Liability

EXHIBIT 3-A.1 to the Special Terms and Conditions
Contractor Insurance Requirements

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Phoenix, AZ 85007

Add-On No.	Applicable to Contract	Typical conditions for use	Requirements if used
X.08	select	If the Goods are aircraft or aircraft parts. - OR - When the Services include work on State aircraft, aircraft storage, fixed-based air operations, airport tenancy, etc.	The limits of liability for the Products/Completed Operations coverage under Contractor's CGL policy must be increased to: <ul style="list-style-type: none">- \$ 10,000,000 Each Occurrence; and- \$ 20,000,000 Aggregate.
X.09	select	If Contractor or any subcontractor transports hazardous materials in performance of the Services or delivery of the Goods.	Contractor's Business Automobile Liability policy must include the following endorsements: <ul style="list-style-type: none">• CA 98 48 Pollution Liability-broadened coverage for covered autos;• MCS-90 (Motor Carrier Act) endorsements; and• Automobile Pollution Liability specific to the covered transportation of hazardous materials.
X.10	select	If Contractor-hired EMT or medical services are required for an event or work site that are within scope of the Contract.	Contractor-hired providers must provide the following minimum Medical Malpractice coverage for their services: <ul style="list-style-type: none">• Coverage amount is \$ enter amount or N/A• Coverage must include, at a minimum:<ul style="list-style-type: none">- [●]
X.11	select		Reserved
X.12	select		Reserved
X.13	select		Reserved



Insurance Limits Tables

Arizona Department of Administration
State Procurement Office 100 N 15th Ave.,
Suite 201, Phoenix, AZ 85007
Risk Management Division 100 N 15th Ave., Suite 301,
Phoenix, AZ 85007

APPENDIX 2: Scope Category Definitions

Scope Category in Tables A – D	Definition
Professional Services	Where the Services are performed by a professional or company of professionals who are licensed, registered, or certified and expected to follow established standards of their profession. Professions in this category are: <ul style="list-style-type: none">• Accountants• Appraisers• Architects and Engineers• Attorneys• Construction Managers• Land Surveyors• Technical Consultants
Medical/ Healthcare Services	[●]
General Services, Goods, or Equipment	"General Services" are Services that are not included in any other Scope Category. "Services," "Goods" and "Equipment" are all defined in the Uniform Terms and Conditions. If the Goods are hazardous materials (for example, chlorine or other water treatment chemicals, fertilizers, herbicides and pesticides), then the Goods are to be treated as being in the "Master Environmental Services" for contractual insurance requirements purposes.
Elevator Maintenance	Maintenance and repair of conveyances ⁴ .
Small Events	Contracts between State and another entity for staging special events of less than 1,000 people, whether on State property, other public property, or private property. - OR - Where no single entity is contracted to stage a special event of less than 1,000 people, but the Services are (1) integral to the event, (2) directly affect or present risks to attendees, performers, or staff, and (3) are not covered by any existing State contracts.
Large Events; Rides; Races	Contracts between State and another entity for staging special events of 1,000 people or more, whether on State property, other public property, or private property. - OR - Contracts between State and another entity for providing, erecting, operating, or maintaining anything in the "amusement classification" as used for Arizona transaction privilege tax purposes ⁵ . - OR - Where no single entity is contracted to stage a special event of 1,000 people or more, but the Services are (1) integral to the event, (2) directly affect or present risks to attendees, performers, or staff, and (3) are not covered by any existing State contracts.
Fireworks Displays	Where the Services include manufacturing, selling, staging, or managing a fireworks display using display fireworks ⁶ .

⁴ As defined in A.R.S. § 23-491(5).

⁵ As defined in A.R.S. § 42-5073.

⁶ As defined in A.R.S. § 36-1601(3).



Insurance Limits Tables

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

Scope Category in Tables A – D	Definition
Environmental Services and Consulting	Where the Services are performed by environmental engineers or consultants and include: <ul style="list-style-type: none">– consulting on environmental issues;– testing for materials or testing air quality for pollutants or other hazardous materials; and– any other professional service that could result in a claim alleging damage to the environment or injury to the public. - OR - Where the Services being performed by architects or engineers are for environmental projects.
Master Environmental Services	Where the Services combine both Environmental Consulting Services and Remediation and Abatement Work, and which might also include testing for pollutants or transporting hazardous materials (for example, chemicals such as chlorine products, petroleum products such as fuel, hazardous waste such as asbestos). - OR - If the Goods encompass the sale and delivery of hazardous materials.
Abatement and Remediation Work	Where the Services include abatement (removal or encapsulation) or remediation (abatement plus correction of the root cause or issues) for: <ul style="list-style-type: none">– asbestos;– lead;– acids;– mold, bacteria, or other environmental toxins; or– petroleum and volatile petroleum distillates.
Disposal, Recycling, or Storage Facilities	Recycling facilities than handle non-hazardous solid waste ⁷ and: <ul style="list-style-type: none">– metals;– lead-acid batteries; or– used oil.
Hazardous Material Hauling	Transporters of hazardous materials, including: <ul style="list-style-type: none">– chemicals such as chlorine products;– petroleum products such as fuel; and– hazardous waste such as asbestos.
Off-Site Control of State Hazardous Waste	Treatment ⁸ , storage ⁹ , or disposal ¹⁰ of State-generated hazardous waste ¹¹ at a separate facility ¹² (i.e., one that is not State-owned). NOTE: This category's requirements might need to be combined with the requirements for Abatement and Remediation Work, Master Environmental Services, or Disposal, Recycling, or Storage Facilities, depending on the scope of what is being contracted.
Information Technology	Where the Goods or Services are within the scope of "Information Technology", as that term is collectively defined in A.R.S. § 41-3501(6) and State Procurement Office Technical Bulletin 046 [Information Technology Terms and Conditions Usage].
Media Services	Where the Services are performed by publishers, broadcasters, or other media-related content-creation service providers, such as web designers, marketing firms, and advertising agencies.

⁷ All types defined in A.R.S. § 49-701.

⁸ As defined in A.R.S. § 49-921(11).

⁹ As defined in A.R.S. § 49-921(9).

¹⁰ As defined in A.R.S. § 49-921(1).

¹¹ As defined in A.R.S. § 49-921(5).

¹² As defined in A.R.S. § 49-921(2).



Insurance Limits Tables

Arizona Department of Administration
State Procurement Office 100 N 15th Ave.,
Suite 201, Phoenix, AZ 85007
Risk Management Division 100 N 15th Ave., Suite 301,
Phoenix, AZ 85007



Request for Proposals

Solicitation No.
ADSP017-00006906

Description:
**Elevator, Escalator, Chairlift, and Moving
Walkway Repair and Maintenance**

Arizona Department of Administration

State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

SECTION 3-A: Special Terms and Conditions

Date: 11/25/2016

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

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

1.11 Contract Terms and Conditions

Those Uniform Terms and Conditions Appendices for particular work categories that are marked with "●" below are part of the Contract Terms and Conditions, and the ones marked "○" are not, regardless of whether or not a document by that name happens to be bound in with the Solicitation or Contract documents. The version date of the appendix as included in the Contract Terms and Conditions is indicated below.

Appendix Title

- | | |
|---|---|
| ● | Appendix 1: Building Work – Maintenance and Operations |
| ○ | Appendix 2: Building Work – Design and Construction |

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

2.1 Arizona Law

The federal laws and regulations scheduled in Exhibit 1 [*Supplemental Provisions for Federal Work*] apply to the operation and interpretation of the Contract in addition to Arizona law, and take precedence over any Arizona law with respect to interpretation to the extent such precedence is essential to their individual purpose.

MODIFIED or ADDED Provision

3.1 Term of Contract

REVISE to read "**an initial term of three (03) years**" for "*period specified in the Special Terms and Conditions.*"



Request for Proposals

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Phoenix, AZ 85007

MODIFIED or ADDED Provision

3.2 Contract Extensions

REVISE to read mutually agreeable periods **"not to exceed five (05) years"** for *"period specified in the Special Terms and Conditions."*

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

3.15 Orders

3.15-S1 USE OF THE CONTRACT. The Contract is to be used as follows (indicated by the "●" mark):

- | | |
|----------------------------------|--|
| <input type="radio"/> | The Contract is a "single-agency/single-use" contract for the exclusive use of Agency for a single purchase, project, or assignment (referred to internally as "Elevator, Escalator, Chairlift, and Moving Walkway Repair and Maintenance"). |
| <input checked="" type="radio"/> | The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services (<u>Subpart 16.5 of the Federal Acquisition Regulation</u> provides reference explanations). |

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

3.15 Orders, continued

3.15-S2 ORDERING METHODS. Unless a particular ordering method is specified in the Commercial Document, Contractor shall receive Orders by the methods indicated by an "●" mark below.

3.15-S2(a) The choice of method in each instance will be at the discretion of each Eligible Agency or Co-Op Buyer if more than one method applies to the Contract.

3.15-S2(b) Contractor shall bear the responsibility for and costs of set-up, maintenance, and support for the indicated methods; The Eligible Agency or Co-Op Buyer will not be liable for any separate set-up, service or system maintenance charges on top of the contractual item prices unless expressly stated otherwise in the Commercial Document.

- | | |
|----------------------------------|---|
| <input checked="" type="radio"/> | Online through ProcureAZ by "releasing" established Contract "Items." |
| <input checked="" type="radio"/> | Online through the following Contractor-provided and Contractor-maintained secure ecommerce website or other online end-user order handling system, which must be configured to prevent ordering of off-contract or excluded items:
Contractor to Enter URL: |
| <input type="radio"/> | Online through the following third party or Subcontractor provided and maintained secure ecommerce website or other online end-user order handling system, which must be configured to prevent ordering of off-contract or excluded items:
enter URL or platform brand name |



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MODIFIED or ADDED Provision

- ☒ By a Contractor-provided, staffed toll-free telephone number available in **Arizona 24/7/365**
Contractor to enter 24/7/365 staffed toll-free telephone number:
- ☐ By a Contractor-provided dedicated or monitored secure email address for ordering:
NA
- ☒ By bank-issued purchasing card or business credit card ("P-Card") at either a physical point-of-sale or by telephone, fax, or online. Contractor shall pay any fees or commissions charge by the P-Card carrier, and shall not charge any additional amounts for Orders made by P-Card.
- ☒ By hard copy purchase orders by **Eligible Agency**.

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

3.15 Orders, continued

3.15-S3 EXCLUSIVITY. Exclusivity of scope or location applies as indicated by the "●" mark below:

- ☒ The Contract has been awarded with the understanding and agreement that it is for the sole convenience of State, and State reserves the right to obtain like materials or services from another source when necessary without penalty or obligation.
- ☐ The Contract has been awarded with the understanding and agreement that it is exclusive to Contractor for the combination of products and delivery/service locations the Contract covers, subject to the *Exclusivity Agreement* that is Exhibit 3 to these Special Terms and Conditions.

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

3.16 Statewide Contract Provisions

3.16-S1 The administrative fee under subparagraph 3.16(c) is **one (1%) percent** against all sales to Co-Op Buyers under the Contract.

Clarification

14.7.2 Subject to the provisos in clause 14.7.2 of the Uniform Terms and Conditions, the State's and Contractor's respective first party liability under this Contract, whether for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work, will NOT exceed the greater of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim. Furthermore, both parties agree to follow the Contract Claims process described in clause 10 of the Uniform Terms and Conditions to resolve any disputes that may arise as a result of any such claim.



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Phoenix, AZ 85007

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

6.2 Insurance

6.2-S1 Contractor shall provide the insurance specified in Exhibit 1 to these Special Terms and Conditions for each "Insurance Package" (Tables A-E) and "Add-On" (Table F) indicated by a "●" mark in the table below.

6.2-S2 Subcontractors shall provide insurance equivalent to what is required from Contractor at **100% (one hundred percent)** of Contractor's required minimums for all coverages other than Damage to Rented Premises, which is unchanged if that coverage applies to the Contract.

Scope Category	Applicable to Contract	Insurance Package ID	Add-Ons									
			X.01 - S&W	X.02 - Airport	X.03 - Janitor	X.04 - Security	X.05 - Money	X.06 - Install	X.07 - Garage	X.08 - Aircraft	X.09 - HazMat	X.10 - EMT
Professional Services	<input type="radio"/>	A.1.1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	A.1.2	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
General Services; Materials	<input type="radio"/>	A.2.1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	<input type="radio"/>	A.2.2	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Elevator Maintenance	<input checked="" type="radio"/>	A.3	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small Events	<input type="radio"/>	B.1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Large Events; Rides; Races	<input type="radio"/>	B.2	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Fireworks Displays	<input type="radio"/>	B.3	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Environmental Svcs and Consulting	<input type="radio"/>	C.1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Master Environmental Services	<input type="radio"/>	C.2	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Abatement and Remediation Work	<input type="radio"/>	C.3	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Disposal, Recycling or Storage Facilities	<input type="radio"/>	C.4	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Hazardous Material Hauling	<input type="radio"/>	C.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Request for Proposals**Solicitation No.
ADSP017-00006906Description:
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Arizona Department of Administration

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Scope Category	Applicable to Contract	Insurance Package ID	Add-Ons									
			X.01 - SAW	X.02 - Airport	X.03 - Janitor	X.04 - Security	X.05 - Money	X.06 - Install	X.07 - Garage	X.08 - Aircraft	X.09 - HazMat	X.10 - EMT
Off-Site Control of Hazardous Waste	<input type="radio"/>	C.6	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Information Technology	<input type="radio"/>	D.1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Media Services	<input type="radio"/>	D.2	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Large Construction	<input type="radio"/>	E.1	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Small Construction	<input type="radio"/>	E.2	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Trade Construction	<input type="radio"/>	E.3	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

7.2 Conformity to Requirements

7.2-S1 GUARANTEES AND PARTICULAR WARRANTIES. Further to the general warranties Contractor has given under paragraph **Error! Reference source not found.** [Conformity to Requirements] of the Uniform Terms and Conditions, the Work is subject to the guarantees and particular warranties called for in Exhibit 2 to these Special Terms and Conditions.

MODIFIED or ADDED Provision

APPEND the following to the referenced paragraph:

7.2 Conformity to Requirements, continued

7.2-S2 PERFORMANCE DEDUCTIONS. Contractor shall provide to State a separate performance guarantee of accurate and timely implementation for key milestones in the form and subject to the specific deductions (identified as "fee-at-risk") set forth in Exhibit 2 to these Special Terms and Conditions.

7.2-S2 (a) State may request additional performance measurements, and once agreed, State will incorporate them by Contract Amendment.

7.2-S2 (b) Contractor shall accurately and comprehensively measure its performance against the guaranteed requirement and provide the necessary reports or other indicative measurement data called for in the Exhibit.

- i. Each report must show separately the results for the current period versus the prior period and the current period versus the guaranteed requirement.



Request for Proposals

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State Procurement Office

100 N 15th Ave., Suite 201
Phoenix, AZ 85007

MODIFIED or ADDED Provision

- ii. It is Contractor's obligation to measure, compile, and report in a timely manner without State having to requesting the reports.
- 7.2-S2 (c) State will calculate the specific deductions of fee-at-risk for performance below the guaranteed minimums for the current period at the time of each report.
- i. Each period's results and deductions stand apart from the other periods; therefore, State will not re-average quarterly or monthly measurements to alter past results.
 - ii. State shall settle the specific deductions of fee-at-risk within **thirty (30)** calendar days after the end of the applicable measurement period specified in the Exhibit.

EXHIBITS to the Special Terms and Conditions

Exhibits 1, 2, and 3 apply as described above. The other Exhibits (if any are listed) apply to those portions of the Work the Exhibit covers. For example, an Exhibit providing supplemental provisions for federal work applies to any portions of the Work that are federally-funded, and an Exhibit providing supplemental provisions for privacy protection applies to any portions of the Work that involve handling of protected or private information.

■ Exhibit 1 ... Contractor Insurance Requirements

NOTE: The completed Attachment 3-D [Performance Guarantee] from Accepted Offer will become Exhibit 2 to the Special Terms and Conditions – accordingly, there is no "Exhibit 2" document included as part of the Solicitation.

■ Exhibit 2 ... Attachment 3-D [Performance Guarantee] from Accepted Offer will become Exhibit 2

End of Section 3-A

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONE INC.**

EXHIBIT B
Scope of Work

PROJECT

In accordance with the terms and conditions of this Agreement and the State of Arizona Contract No. ADSP017-160330, the City is retaining Kone Inc. to provide monthly maintenance and repair of elevators at City of Glendale Facilities.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
KONE INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$204,480 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Monthly maintenance and repair of elevators at city facilities, on an as needed basis, at the following locations:

Glendale Municipal Office Complex - 5850 West Glendale Avenue
Public Safety Building - 6835 North 57th Drive
Adult Center - 5970 West Brown Street
Main Library - 5959 West Brown Street
Fire Station 157 - 9658 North 59th Avenue
Foothills Recreation & Aquatic Center - 5600 W. Union Hills Drive
Glendale Municipal Airport - 6801 North Glen Harbor Blvd.
Glendale Public Safety Training Facility - 11550 West Glendale Avenue
Sine Building - 6829 North 58th Drive



Legislation Description

File #: 17-128, Version: 1

RESOLUTION NO. R17-25

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005853-I) FOR THE PARADISE LANE, 55th AVE to 59th AVE PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. One to an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT), Contract No. C-10969, to increase federal funds for the design and construction of a sidewalk along the north side of Paradise Lane between 55th and 59th Avenues.

Background

Paradise Lane is a half-mile collector street that connects 55th and 59th avenues. While there is sidewalk, curb, and gutter on the south side of Paradise Lane between 55th and 59th avenues, the north side only has curb and gutter. Installation of a sidewalk and associated Americans with Disabilities (ADA) approved curb ramps will allow for enhanced access for school children and other pedestrians to an adjacent school and residential area as well as a nearby park.

In July 2016, the city entered into an IGA with ADOT for federal funding to support this project. Under the terms of the Agreement, ADOT would advertise, bid, award, and administer the scoping, design, and construction of the project. The city was required to provide a 5.7% match of the capped federal funding and 100% of all costs that exceed the cap.

Analysis

The design and ADOT review cost proposals came in higher than initial estimates. Staff requested, and were granted, an additional allocation of \$83,149 in federal funds through the MAG Closeout process, which requires an additional \$5,026 in local match. There is no change in estimated construction costs at this time.

ADOT requires a Change Order whenever the amount of federal funding is increased.

Previous Related Council Action

On June 28, 2016, Council authorized entering into an IGA with ADOT, Contract No. C-10969, for Design and

Construction of Pedestrian Improvements along Paradise Lane between 55th and 59th Avenues.

Community Benefit/Public Involvement

Access to alternative modes of transportation is a direct quality-of-life benefit. Adding a sidewalk along the north side of Paradise Lane will provide connectivity between numerous homes, schools, and other nearby destinations. Providing options for all modes of transportation including convenient, continuous sidewalks helps to promote alternative transportation usage, which can lead to decreased traffic congestion and contribute to cleaner air.

The Citizen Bicycle Advisory Committee at their January 4, 2016 meeting and the Citizens Transportation Oversight Commission at their January 7, 2016 meeting were informed of and approve of this project.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Transportation Capital Improvement Plan budget. The increase in expenditures with ADOT for the local match is estimated at \$5,026.

Cost	Fund-Department-Account
\$5,026	2210-65101-551200, Sidewalk and Curb Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-25

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005853-I) FOR THE PARADISE LANE, 55th AVE to 59th AVE PROJECT IN THE CITY OF GLENDALE.

WHEREAS, on July 11, 2016, the City entered into an Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005853-I) for the Paradise Lane, 55th Ave to 59th Ave Project in the City of Glendale; and

WHEREAS, the Arizona Department of Transportation and the City wish to amend the Agreement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1: 17-0006363-I to the Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005853-I) be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said amendment on behalf of the City of Glendale

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ADOT File No.: IGA/ JPA.: 16-0005853-I
Amendment No. One: 17-0006363-I
AG Contract No.: P0012016001648
Project Location/Name: Paradise Lane, 55th
Avenue to 59th Avenue
Type of Work: Design Sidewalk
Improvements
Federal-aid No.: GLN-0(256)T
ADOT Project No.: T007001D/01C
TIP/STIP No.: GLN18-441DGLN18-441D2
and GLN19-741
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), entered into this date _____, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The City and State are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 16-0005853-I, A.G. Contract No. P0012016001648, was executed on July 11, 2016, (the “Original Agreement”).

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to increase federal funding for the design phase of the Project. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I. Paragraph 7. is revised as follows:**

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0070 01D (scoping/design):

Federal-aid funds @ 94.3%	\$ 137,843.00
City's match @ 5.7%	<u>\$ 8,332.00</u>
Subtotal – Scoping/Design*	\$ 146,175.00

T0070 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 223,402.00
City's match @ 5.7%	\$ 13,504.00
City's Contribution @ 100%	<u>\$ 27,194.00</u>
Subtotal – Construction**	\$ 264,100.00
TOTAL Estimated Project Cost	\$ 410,275.00
Total Estimated City's Funds	\$ 49,030.00
Total Federal Funds	\$ 361,245.00

* (Includes ADOT Project Management & Design Review (PMDR) Costs of \$30,000.00)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

Consistent with the Original Agreement, the City was invoiced and has paid \$3,306.00 to the State. After execution of this Amendment No. One, the State will invoice the City for the City's additional match of \$5,026.00; within 30 days of receipt of an invoice, the City will pay to the State the additional match.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 19. is added, as follows:

19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
JULIE K. BOWER
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2017.

City Attorney



Legislation Description

File #: 17-129, Version: 1

RESOLUTION NO. R17-26

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005852-I) FOR THE CAMELBACK ROAD, 79TH AVE TO 83RD AVE PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. One to an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT), Contract No. C-10971 to increase federal funding for the design and construction of a sidewalk along the north side of Camelback Road between 79th and 83rd Avenues.

Background

Camelback Road is an arterial street that connects 79th and 83rd Avenues. While there is curb and gutter on the north side of Camelback Road between 79th and 83rd Avenues, there are only sections of sidewalk. Completing the installation of sidewalk and associated Americans with Disabilities Act (ADA) approved curb ramps will allow for enhanced access for school children and other pedestrians to an adjacent commercial and residential area as well as a nearby park.

In July 2016, the city entered into an IGA with ADOT for federal funding to support this project. Under the terms of the IGA, ADOT would advertise, bid, award, and administer the scoping, design, and construction of the project. The city was required to provide a 5.7% match of the capped federal funding and 100% of all costs that exceed the cap.

Analysis

The design and ADOT review cost proposals came in higher than the initial estimates. Staff requested and was granted an additional allocation of \$46,207 in federal funds through the MAG Closeout process, which requires an additional \$2,793 in local match. There is no change in estimated construction costs at this time.

ADOT requires a Change Order whenever the amount of federal funding is increased.

Previous Related Council Action

On June 28, 2016, Council authorized entering into an IGA with ADOT, Contract No. C-10971 for the design

and construction of a sidewalk along the north side of Camelback Road between 79th and 83rd Avenues.

Community Benefit/Public Involvement

Access to alternative modes of transportation is a direct quality-of-life benefit. Completing the sidewalk along the north side of Camelback Road will provide connectivity between numerous homes, schools and other nearby destinations. Providing options for all modes of transportation including convenient, continuous sidewalks helps to promote alternative transportation usage, which can lead to decreased traffic congestion and contribute to cleaner air.

The Citizen Bicycle Advisory Committee at their January 4, 2016 meeting and the Citizens Transportation Oversight Commission at their January 7, 2016 meeting were informed of and approve of this project.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Transportation Capital Improvement Plan budget. The increase in expenditures with ADOT for the local match is estimated at \$2,793.

Cost	Fund-Department-Account
\$2,793	2210-65101-551200, Sidewalk and Curb Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-26

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005852-I) FOR THE CAMELBACK ROAD, 79th AVE to 83rd AVE PROJECT IN THE CITY OF GLENDALE.

WHEREAS, on July 11, 2016, the City entered into an Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005852-I) for the Camelback Road, 79th Ave to 83rd Ave Project in the City of Glendale; and

WHEREAS, the Arizona Department of Transportation and the City wish to amend the Agreement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. One: 17-0006362-I to the Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005852-I) be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ADOT File No.: IGA/ JPA.: 16-0005852-I
Amendment No. One: 17-0006362-I
AG Contract No.: P0012016001491
Project Location/Name: Camelback Rd. -
79th Ave. to 83rd Ave.
Type of Work: Design Sidewalk
Improvements
Federal-aid No.: GLN-0(255)T
ADOT Project No.: T006901D/01C
TIP/STIP No.:GLN17-460D GLN17-440D2
and GLN18-460
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), entered into this date _____, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 16-0005852-I, A.G. Contract No. P0012016001491, was executed on July 11, 2016, (the "Original Agreement").

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to increase the federal funding for the design phase of the Project. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I. Paragraph 7. Is revised as follows:**

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0069 01D (scoping/design):

Federal-aid funds @ 94.3%	\$ 130,134.00
City's match @ 5.7%	\$ <u>7,866.00</u>
Subtotal – Scoping/Design*	\$ 138,000.00

T0069 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 257,156.00
City's match @ 5.7%	\$ 15,544.00
City's contribution @ 100%	\$ <u>27,300.00</u>
Subtotal – Construction**	\$ 300,000.00
TOTAL Estimated Project Cost	\$ 438,000.00
Total Estimated City's Funds	\$ 50,710.00
Total Federal Funds	\$ 387,290.00

* (Includes ADOT Project Management & Design Review (PMDR) Costs of \$30,000.00)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

Consistent with the Original Agreement, the City was invoiced and has paid \$5,073.00 to the State. After execution of this Amendment No. One, the State will invoice the City for the City's additional match of \$2,793.00; within 30 days of receipt of an invoice, the City will pay to the State the additional match.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 19. is added, as follows:

19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
JULIE K. BOWER
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2017.

City Attorney



Legislation Description

File #: 17-131, Version: 1

RESOLUTION NO. R17-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005851-I) FOR THE EMERGENCY VEHICLE PREEMPTION PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. One to an Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT), Contract No. C-10968, for installation of Emergency Vehicle Pre-emption (EVP) systems citywide.

Background

This project is to install EVP at 58 high-priority intersections. 48 will be located at major intersections using existing conduit with no ground disturbance. The remaining 10 are located at fire station access signals and along high priority corridors. The project also includes one Central Management Software (CMS), one CMS maintenance agreement, 58 radio units, and 57 vehicle equipment retrofits (37 for Glendale and 20 for neighboring jurisdictions that respond to emergencies within the city limits). This project is identified in the Maricopa Association of Governments (MAG) Transportation Improvement Program, and federal funds for design have been secured for federal Fiscal Year 2016, and for construction for federal Fiscal Year 2018.

In July 2016, the city entered into an IGA with ADOT for federal funding to support this project. Under the terms of the Agreement, ADOT would advertise, bid, award, and administer the scoping, design, and construction of the project. The city was required to provide a 5.7% match of the capped federal funding and 100% of all costs that exceed the cap.

Analysis

The design and ADOT review proposals came in higher than initial estimates and staff requested, and were granted, an additional allocation of \$41,339 in federal funds through MAG Closeout process; which requires an additional \$2,499 in local match. There is no change in estimated installation costs at this time.

ADOT requires a Change Order whenever the amount of federal funding is increased.

Previous Related Council Action

On June 28, 2016, Council authorized entering into an IGA with ADOT, Contract No. C-10968, for design and installation of Emergency Vehicle Pre-emption citywide.

On October 6, 2015, staff presented the opportunity to apply for federal funds for the EVP project through the MAG programming process and received direction from City Council to proceed with the application.

Community Benefit/Public Involvement

Residents and guests in Glendale expect reasonable response times in the case of an emergency. Technology enhancements will continue to provide efficient traffic management for the traveling public and emergency response units, helping to achieve this goal.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. The increase in expenditures with ADOT for the local match is estimated at \$2,499.

Cost	Fund-Department-Account
\$2,499	2070-70809-551200, Emergency Vehicle Preemption

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-27

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005851-I) FOR THE EMERGENCY VEHICLE PREEMPTION PROJECT IN THE CITY OF GLENDALE.

WHEREAS, on July 7, 2016, the City entered into an Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005851-I) for the Emergency Vehicle Preemption Project in the City of Glendale; and

WHEREAS, the Arizona Department of Transportation and the City wish to amend the Agreement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. One: 17-0006361-I to the Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005851-I) be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ADOT File No.: IGA/ JPA.: 16-0005851-I
Amendment No. One: 17-0006361-I
AG Contract No.: P0012016001470
Project Location/Name: Citywide
Type of Work: Emergency Vehicle Pre
-Emption (EVP)
Federal-aid No.: GLN-0-(254) T
ADOT Project No.: T007701D
TIP/STIP No.: GLN18-460DGLN18-460D2
and GLN18-460
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), entered into this date _____, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The City and State are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 16-0005851-I, A.G. Contract No. P0012016001470, was executed on July 7, 2016, (the “Original Agreement”).

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to increase federal funding for the design phase of the Project. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I. Paragraph 7. is revised as follows:**

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0077 01D (scoping/design):

Federal-aid funds @ 94.3%	\$ 159,214.00
City's match @ 5.7%	<u>\$ 9,624.00</u>
Subtotal – Scoping/Design*	\$ 168,838.00

T0077 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 399,832.00
City's match @ 5.7%	\$ 24,168.00
City's match @ 100%	<u>\$ 287,248.00</u>
Subtotal – Construction**	\$ 711,248.00
TOTAL Estimated Project Cost	\$ 880,086.00
Total Estimated City's Funds	\$ 321,040.00
Total Federal Funds	\$ 559,046.00

* (Includes ADOT Project Management & Design Review (PMDR) Costs of \$30,000.00)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

Consistent with the Original Agreement, the City was invoiced and has paid \$7,125.00 to the State. After execution of this Amendment No. One, the State will invoice the City for the City's additional match of \$2,499.00; within 30 days of receipt of an invoice, the city will pay to the State the additional match.

III. MISCELLANEOUS PROVISIONS**Section III, Paragraph 19. is added, as follows:**

19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
JULIE K. BOWER
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2017.

City Attorney



Legislation Description

File #: 17-133, Version: 1

RESOLUTION NO. R17-28

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005854-I) FOR THE 67TH AVENUE, GLENDALE AVENUE TO ORANGEWOOD AVENUE AND ORANGEWOOD AVENUE, 67TH AVENUE TO US-60 (GRAND AVENUE) PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. One to an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT), Contract No. C-10970, to increase federal funding for the design and construction of sidewalks along 67th Avenue between Glendale and Orangewood Avenues, and along Orangewood Avenue between 67th and Grand Avenues.

Background

67th Avenue is an arterial street that connects Glendale and Orangewood Avenues and Orangewood Avenue is a half-mile collector street that connects 67th and Grand Avenues. On both streets, there are multiple locations with missing curb, gutter, sidewalk, and ADA approved curb ramps.

Installation of curb, gutter, sidewalks, and ADA approved curb ramps on these two sections of city streets will allow for enhanced access for school children and other pedestrians to an adjacent commercial and residential area as well as other nearby destinations.

In July 2016, the city entered into an IGA with ADOT for federal funding to support this project. Under the terms of the Agreement, ADOT would advertise, bid, award, and administer the scoping, design, and construction of the project. The city was required to provide a 5.7% match of the capped federal funding and 100% of all costs that exceed the cap.

Analysis

The design and ADOT review cost proposals came in higher than the initial estimates. Staff requested, and were granted, an additional allocation of \$94,300 in federal funds through the MAG Closeout process, which requires an additional \$5,700 in local match. There is no change in estimated construction costs at this time.

ADOT requires a Change Order whenever the amount of federal funding is increased.

Previous Related Council Action

On June 28, 2016, Council authorized entering into an IGA with ADOT, Contract No. C-10970, for Design and Construction of Pedestrian Improvements along 67th Avenue between Glendale and Orangewood Avenues and along Orangewood Avenue between 67th and Grand Avenues.

Community Benefit/Public Involvement

Access to alternative modes of transportation is a direct quality-of-life benefit. Adding sidewalks will provide connectivity between numerous homes, schools, businesses, and other nearby destinations. Providing options for all modes of transportation including convenient, continuous sidewalks helps to promote alternative transportation usage, which can lead to decreased traffic congestion and contribute to cleaner air.

The Citizen Bicycle Advisory Committee at their January 4, 2016 meeting and the Citizens Transportation Oversight Commission at their January 7, 2016 meeting were informed of and approve of this project.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Transportation Capital Improvement Plan budget. The increase in expenditures with ADOT for the local match is estimated at \$5,700.

Cost	Fund-Department-Account
\$5,700	2210-65101-551200, Sidewalk and Curb Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-28

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005854-I) FOR THE 67th AVENUE, GLENDALE AVENUE TO ORANGEWOOD AVENUE AND ORANGEWOOD AVENUE, 67TH AVENUE TO US-60 (GRAND AVENUE) PROJECT IN THE CITY OF GLENDALE.

WHEREAS, on July 11, 2016, the City entered into an Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005854-I) for the 67th Avenue, Glendale Avenue to Orangewood Avenue and Orangewood Avenue, 67th Avenue to US-60 (Grand Avenue) Project in the City of Glendale; and

WHEREAS, the Arizona Department of Transportation and the City wish to amend the Agreement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. One: 17-0006364-I to the Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005854-I) be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ADOT File No.: IGA/ JPA.: 16-0005854-I
Amendment No. One: 17-0006364-I
AG Contract No.: P0012016001638
Project Location/Name: 67th Avenue,
Glendale Avenue to Orangewood Avenue
and Orangewood Avenue , 67th Avenue to
US-60 (Grand Avenue)
Type of Work: Design half Street
Improvements and Sidewalk
Federal-aid No.: GLN-0(257)T
ADOT Project No.: T007101D/01C
TIP/STIP No.:GLN18-440D GLN18-440D2
and GLN20-740
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), entered into this date _____, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The City and State are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 16-0005854-I, A.G. Contract No. P0012016001638, was executed on July 11, 2016, (the “Original Agreement”).

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to increase federal funding for the design phase of the Project. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I. Paragraph 7. Is revised as follows:**

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0071 01D (scoping/design):

Federal-aid funds @ 94.3%	\$ 278,185.00
City's match @ 5.7%	<u>\$ 16,815.00</u>
Subtotal – Scoping/Design*	\$ 295,000.00

T0071 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 1,097,275.00
City's match @ 5.7%	\$ 66,325.00
City's contribution @ 100%	<u>\$ 80,700.00</u>
Subtotal – Construction**	\$ 1,244,300.00
TOTAL Estimated Project Cost	\$ 1,539,300.00
Total Estimated City's Funds	\$ 163,840.00
Total Federal Funds	\$ 1,375,460.00

* (Includes ADOT Project Management & Design Review (PMDR) Costs of \$30,000.00)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

Consistent with the Original Agreement, the City was invoiced and has paid \$11,115.00 to the State. After execution of this Amendment No. One, the State will invoice the City for the City's additional match of \$5,700.00; within 30 days of receipt of an invoice, the City will pay to the State the additional match.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 19. is added, as follows:

19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
JULIE K. BOWER
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2017.

City Attorney



Legislation Description

File #: 17-135, Version: 1

RESOLUTION NO. R17-29

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005850-I) FOR THE CAMELBACK ROAD, 51st AVE TO 91st AVE PROJECT IN THE CITY OF GLENDALE.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. One to Intergovernmental Agreement (IGA) with Arizona Department of Transportation (ADOT), to increase federal funds for the Camelback Road from 51st Avenue to 91st Avenue Intelligent Transportation Systems (ITS) Enhancements Project.

Background

This project to install ITS infrastructure along Camelback Road, from 51st Avenue to 91st Avenue, was identified in the city's ITS Strategic Plan as priority number one for communication enhancement projects. This project includes the design and installation of five miles of conduit, fiber optic cable, communications equipment and five closed-circuit television (CCTV) cameras. Once completed, six traffic signals on Camelback Road will be connected to the central signal system via fiber optic cable. This project is identified in the Maricopa Association of Governments' (MAG) Transportation Improvement Program, and federal funds for design have been secured for federal FY 2016 and 2017, and for construction for federal FY 2019.

In July 2016, the city entered into an IGA with ADOT for federal funding to support this project. Under the terms of the Agreement, ADOT would advertise, bid, award, and administer the scoping, design, and construction of the project, and prepare all required submissions to the Federal Highway Administration. The city was required to provide a 5.7% match of the capped federal funding and 100% of all costs that exceed the cap.

Analysis

The design cost proposal came in higher than initial estimates. Staff requested, and were granted, an additional allocation of \$37,856 in federal funds through the MAG Closeout process, which requires an additional \$2,289 in local match. There is no change in estimated construction costs at this time.

ADOT requires a Change Order whenever the amount of federal funding is increased.

Previous Related Council Action

On June 28, 2016, Council authorized entering into an IGA with ADOT, for Design and Construction of ITS Enhancements project along Camelback Road from 51st Avenue to 91st Avenue.

On April 26, 2016, Council authorized entering into Amendment No. One to an IGA with ADOT for the 67th Avenue from Glendale Avenue to Cholla Street ITS Enhancements project.

On October 8, 2013, Council authorized entering into an IGA with ADOT for the 67th Avenue from Glendale Avenue to Cholla Street ITS Enhancements project.

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this design and construction project will address improvements to the ITS infrastructure along one of Glendale's most critical east-west corridors.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Smart Traffic Signals budget. The increase in expenditures with ADOT for the local match is estimated at \$2,289.

Cost	Fund-Department-Account
\$2,289	2210-65005-551200, Smart Traffic Signals (FY 2016-17)

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-29

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 16-0005850-I) FOR THE CAMELBACK ROAD, 51ST AVE TO 91ST AVE PROJECT IN THE CITY OF GLENDALE.

WHEREAS, on July 7, 2016, the City entered into an Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005850-I) for the Camelback Road, 51ST Ave to 91ST Ave Project in the City of Glendale; and

WHEREAS, the Arizona Department of Transportation and the City wish to amend the Agreement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. One: 17-0006360-I to the Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 16-0005850-I) be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ADOT File No.: IGA/ JPA.: 16-0005850-I
Amendment No. One: 17-0006360-I
AG Contract No.: P0012016001512
Project Location/Name: Camelback Rd. -
51st Ave. to 91st Ave.
Type of Work: Design FiberCommunications
and CCTV
Federal-aid No.: GLN-0(253)T
ADOT Project No.: T007601D/01C
TIP/STIP No.:GLN19-760D GLN19-760D2
and GLN19
-760C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. One”), entered into this date _____, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the “City”). The City and State are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 16-0005850-I, A.G. Contract No. P0012016001512, was executed on July 7, 2016, (the “Original Agreement”).

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to increase federal funding for the design phase. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I. Paragraph 7. Is revised, as follows:**

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0076 01D (scoping/design):

Federal-aid funds @ 94.3%	\$ 204,822.00
City's match @ 5.7%	<u>\$ 12,381.00</u>
Subtotal – Scoping/Design*	\$ 217,203.00

T0076 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 800,000.00
City's match @ 5.7%	<u>\$ 48,356.00</u>
Subtotal – Construction**	\$ 848,356.00

TOTAL Estimated Project Cost	\$1,065,559.00
Total Estimated City's Funds	\$ 60,737.00
Total Federal Funds	\$1,004,822.00

* (Includes ADOT Project Management & Design Review (PMDR) Costs of \$30,000.00)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City) and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount.

Consistent with the Original Agreement, the City was invoiced and has paid \$10,092.00 to the State. After execution of this Amendment No. One, the State will invoice the City for the City's additional match of \$2,289.00; within 30 days of receipt of an invoice, the City will pay to the State the additional match.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraph 19. is added, as follows:

19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
JULIE K. BOWER
Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2017.

City Attorney



Legislation Description

File #: 17-137, Version: 1

RESOLUTION NO. R17-30

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO CHANGE ORDER NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X137 RELATING TO TRANSIT SERVICES.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Change Order No. 1 to an Intergovernmental Agreement (IGA) with the City of Phoenix, Contract No. C-10788, increasing the funding for Federal Transit Administration (FTA) Grant No. AZ-90-X137.

Background

In April 2016, the city secured a Federal Transit Administration (FTA) Grant, Grant No. AZ-90-X137, utilizing an IGA with Phoenix, the designated recipient for all FTA funds in the region. The grant secured \$11,135 in federal funds with a local match of \$2,784, for an upgrade of existing security equipment and associated hardware/software at the park-and-ride located at 99th and Glendale Avenues. The local match came from the city's Glendale Onboard (GO) Program. Recently, the city was informed by Phoenix that additional funds are available under this grant for the purchase of additional transit security equipment.

Analysis

This Change Order will increase amount of federal funding to \$29,845 and increase the local required match to \$7,461.

Acceptance of the additional funds through this change order will assist in upgrading the remaining cameras originally installed in March of 2008 and upgrading the lighting to LED for improved visibility and reliability.

Previous Related Council Action

On April 12, 2016, City Council authorized entering into an IGA with the City of Phoenix, Contract No. C-10788, to accept federal funds under FTA Grant No. AZ-90-X137.

Community Benefit/Public Involvement

The park-and-ride facility at this location encourages transit use by the public, given the easy access to Loop

101. All parking spaces are covered and the facility is monitored using security cameras and software for the safety of the public. Security personnel are also on site during the operating hours of the express bus service and fixed route service.

Transit services and programs provide a benefit to Glendale residents and visitors. These grant funds aid with improvements that will promote the continuation of quality and reliable services.

Budget and Financial Impacts

The increased federal funding requires an increase in the local match in the amount of \$4,677. Funding is available in the Fiscal Year 2016-17 GO operating budget. The total local match including the original amount is \$7,461.

Cost	Fund-Department-Account
\$4,677	1660-16540-518200, Fixed Route

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. R17-30

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO CHANGE ORDER NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X137 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-90-X137) relating to transit services on April 12, 2016; and

WHEREAS, the City of Glendale and the City of Phoenix wish to increase the funding for the City of Glendale for FTA Grant AZ-90-X137 Pass-Through Agreement.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 1 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix relating to Grant No. AZ-90-X137 for transit services be entered into, which agreement is now on file in the office of the City Clerk of the city of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said change order on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
1

Contract No.
142544

Issued to: (Name of Contractor or Consultant)
CITY OF GLENDALE

Date
02/16/17

Project Description: **GRANT PASS-THROUGH AGREEMENTS AZ-90-X136, AZ-90-X137 and AZ-16-X005**

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This Contract Change Order will increase the funding for the City of Glendale for FTA Grant AZ-90-137 Pass-Through Agreement.

EXHIBIT "A.2"

FEDERAL GRANT PASS THRU AGREEMENT

GRANT NUMBER: AZ-90-X137				
CFDA: 20.507				
GRANT RECIPIENT: CITY OF PHOENIX				
GRANT SUB- RECIPIENT'S NAME: CITY OF GLENDALE				
GRANT SUB- RECIPIENT'S ADDRESS: 6210 W. Myrtle Ave. Suite S Glendale, AZ 85301				
TOTAL ELIGIBLE PROJECT COST (TEPC):		\$ 37,306		
• Federal Share of TEPC:		\$ 29,845		
• Local Share/Match of TEPC:		\$ 7,461		
• Original Agreement amount		\$ 13,919		
• New Amended Agreement Amount		\$ 37,306		
PROJECT(S) DESCRIPTION:				
Ali Code:	Project(s) Description:	Local:	Federal:	Total:
11.42.09	Transit Security	\$7,461	\$29,845	\$37,306

All other terms and conditions will remain the same.

Council Approval October 21, 2015

RCA #75258

Ordinance S-42089

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: CITY OF GLENDALE

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY:

Wendy Miller
Stephanie Child, Budget Analyst II

DATE
2/24/17

RECOMMENDED BY:

Kim Haygen
Kim Haygen, Contract Specialist II - Ld.

DATE
2/23/17

PTD FISCAL SECTION REVIEW:

K Kessler
Kenneth Kessler, Deputy Public Transit Director

DATE
2/24/17

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A
Budget and Research Department

DATE

APPROVED FOR THE CITY MANAGER BY:

Maria Hyatt
Maria Hyatt - Public Transit Director / Ted Mariscal

DATE



Legislation Description

File #: 17-123, Version: 1

RESOLUTION NO. R17-31

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A MASTER SUPPORT AGREEMENT WITH PETSMART CHARITIES, INC. AND ACCEPT A FIELD GRANT PROGRAM AWARD IN THE APPROXIMATE AMOUNT OF \$5,000 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a Master Support Agreement with PetSmart Charities, Inc. (PetSmart Charities) and accept a Field Grant Program award on behalf of the Glendale Police Department in the approximate amount of \$5,000 for the K9 Unit.

Background

PetSmart Charities is a non-profit animal welfare organization that works for the prevention of animal cruelty and to save the lives of pets. The mission of PetSmart Charities is to find lifelong, loving homes for all pets by supporting programs and thought leadership that bring people and pets together. PetSmart Charities provides funding through programs including adoptions, sponsorships, and grants, to directly help pets in need. From 2013-2015, PetSmart had corporate philanthropy funds that PetSmart District Leaders and Distribution Centers were able to give to nonprofit organizations. In 2016, this program shifted to "PetSmart Charities" in order to streamline philanthropic giving strategies.

The Field Grant Program for PetSmart Charities began in 2016 with PetSmart District Leaders and Distribution Centers being allocated \$5,000 and \$10,000 respectively, to financially support charitable organizations and/or municipalities within the community. These annual funds may be split 50/50 between two groups or donated fully to one. This is not an application process for organizations or municipalities to present requests, but is instead an opportunity for PetSmart District Leaders and Distribution Centers to submit nominations in order to build relationships within their local community and support the bond between people and pets. In 2016, PetSmart Charities Field Grant Program distributed 137 grants totaling \$590,000 across North America.

Arizona PetSmart Distribution Center 12 nominated the City of Glendale Police Department K9 Unit for a Field Grant Program award in the amount of \$5,000. The General Manager of the Distribution Center, having previously been affiliated with K9 Units in another state, learned there may be a need to provide funds to support other K9 Units with the purchase of non-city funded training and equipment. PetSmart Charities reviewed Distribution Center 12's recommendation and determined a grant would be disbursed.

Analysis

The grant performance period becomes effective upon full execution of the Master Support Agreement and ends six months after full execution. The Glendale Police Department K9 Unit is honored by the nomination for the Field Grant Program award and if approved the funds will be used to purchase K9 bite suites, K9 training equipment, and to send Glendale Police Department K9 handlers to training. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to enter into a Master Support Agreement with PetSmart Charities and accept the Field Grant Program award for the K9 Unit in the approximate amount of \$5,000 on behalf of the Glendale Police Department.

Community Benefit/Public Involvement

The Glendale Police Department K9 Unit was selected in order to assist the service dogs with reaching their full potential as K9 officers, ultimately strengthening the organizational mission. The Glendale Police Department K9 Unit is not the first K9 Unit in the Valley to be nominated for a Field Grant Program award, but it is one of few, and the award is seen as an opportunity to impact an area where PetSmart associates live and work, while positively influencing the community.

Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. R17-31

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A MASTER SUPPORT AGREEMENT WITH PETSMART CHARITIES, INC. AND ACCEPT A FIELD GRANT PROGRAM AWARD IN THE APPROXIMATE AMOUNT OF \$5,000 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City of Glendale is authorized to enter into the Master Support Agreement with PetSmart Charities, Inc.

SECTION 2. That the City of Glendale accepts the Field Grant Program Award in the approximate amount of \$5,000 for the Glendale Police Department K9 Unit.

SECTION 3. That the City Manager or designee and the City Clerk is authorized and directed to execute any and all documents necessary for the acceptance of this award on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager



MASTER SUPPORT AGREEMENT

THIS MASTER SUPPORT AGREEMENT including the Program Terms and Conditions attached hereto and incorporated herein by this reference (collectively, the "Agreement"), effective upon full execution (the "Effective Date"), is entered into between PetSmart Charities, Inc., an Arizona nonprofit corporation and Internal Revenue Code ("Code") Section 501(c)(3) tax-exempt public charity, whose address is 19601 N. 27th Avenue, Phoenix, AZ 85027 ("Charities"), and City of Glendale, whose address is 5850 W Glendale Ave, Glendale AZ 85301-2563 ("Organization"). Charities and Organization are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

GENERAL TERMS AND CONDITIONS

Section 1.1 Statements of Terms. Charities agrees to provide certain support to Organization, and Organization agrees to the terms and conditions of such support as described in this Agreement and the Statement of Terms (and any exhibits or schedules attached thereto) (the "Statement of Terms") attached hereto (or entered into separately) and incorporated herein by this reference. Statements of Terms shall designate the particular type of support to be provided to Organization (the "Program") and may be added or terminated from time to time without affecting the continued validity of this Agreement. In the event there are any inconsistent, contrary, or conflicting terms contained in any Statement of Terms and this Agreement, this Agreement shall control. The Initial Statement of Terms may be attached hereto as Exhibit A.

Section 1.2 Term and Termination.

(a) Term. Except as otherwise set forth in this Agreement, this Agreement shall remain in full force and effect until terminated by either Party as set forth herein.

(b) Termination by Organization. Except as otherwise set forth in this Agreement, and unless any Statement of Terms remains in effect, Organization may terminate this Agreement at any time, with or without cause, following ninety (90) days advanced written notice to Charities.

(c) Termination by Charities. Charities may terminate this Agreement at any time with or without cause following thirty (30) days written notice to Organization, without any further obligation or liability. In the event that Charities, in its sole and absolute discretion, believes: (i) Organization has not complied with the terms and conditions of this Agreement or has taken any action or inaction that does not uphold the spirit of this Agreement; (ii) Organization is involved in any investigation or engaged in any action that appears to be unprofessional, uncharitable or inappropriate; (iii) Organization ceases to operate on a full-time basis, becomes or is adjudicated insolvent or bankrupt, or if a receiver or a trustee is appointed for Organization or its property, or if Organization petitions for reorganization or arrangement under any bankruptcy or insolvency law, or if any assignment is made for the benefit of Organization's creditors; (iv) there is any change to the representations made by Organization in this Agreement; (v) the results of any audit or information contained in any reports are deemed to be unacceptable by Charities; or (vi) Organization has not complied with the requirements of any other agreement with Charities; then, in addition to such other remedies as may be available to Charities under this Agreement, at law or in equity, Charities may, in its sole and absolute discretion: (1) immediately terminate this Agreement; (2) withhold any pending or future payments of funds or provision of support; or (3) revoke immediately any payment of funds not used in accordance with the Statement of Terms and require Organization to provide a full refund to Charities of all previously provided funds.

(d) Effect of Termination. Upon termination of this Agreement for any reason, all then outstanding Statements of Terms shall immediately terminate and all rights and obligations of the Parties shall cease, except for such rights and obligations that otherwise survive pursuant to this Agreement.

Section 1.3 Licenses.

(a) License by Charities.

(i) If expressly permitted in the Statement of Terms, Charities hereby grants Organization, during the term of the Statement of Terms, the limited, non-exclusive, revocable right to publish, print, transmit, display or otherwise use the "PetSmart Charities" name, service mark, and trademark (collectively, the "Marks"), solely for the purpose set forth in the Statement of Terms. Organization shall use appropriate designations (i.e., SM, TM or ®) with the Marks, as designated by Charities. All benefits from the use of the Marks by Organization shall inure to Charities, and Organization shall have no rights to the Marks other than the limited right to use them as set forth herein. Charities shall have the right to inspect Organization's use of the Marks and any related promotional material for the purpose of controlling the quality of such material. If in Charities' sole opinion, the quality of Organization's use of the Marks, or related promotions, is unacceptable, Charities shall inform Organization and may require

Organization to immediately cease use of the Marks. Under no circumstances shall Organization use the Marks to imply that it is affiliated with Charities (except as expressly contemplated in this Agreement or a Statement of Terms).

(ii) If use of the Marks is not expressly permitted in the Statement of Terms, Organization must obtain Charities' advanced written consent to use the Marks, publicize any related promotions, or otherwise disclose the terms of this Agreement.

Section 1.4 **Publicity.** Subject to the requirements of this Agreement or unless otherwise specified in the Statement of Terms, Organization shall provide Charities the opportunity to be acknowledged or otherwise included in all media materials prepared by Organization related to the Program(s).

Section 1.5 **Product.** If the Organization receives any one or more products, including without limitation, consumable items and supplies ("Products") as part of any Program, Organization agrees to comply with any and all federal, state and local laws, rules, regulations, manufacturer specifications and instructions, and administrative guidance applicable to the possession, storage, use, consumption and disposal of such Product.

Section 1.6 **Organization's Representations.** As of the date of this Agreement and the date of signing of any Statement of Terms, Organization represents to Charities that (a) Organization is either (i) an organization exempt from federal income tax under Section 501(c)(3) of the Code, (ii) a governmental entity identified in Section 170(c)(1) of the Code that will use the grant for exclusively public purposes, or (iii) an "Indian tribal government," as defined under Section 7701(a)(40) of the Code, that is treated as a State under Section 7871 of the Code and that will use the grant for exclusively public purposes; (b) Organization validly holds and maintains all licenses, permits, and registrations, and has satisfied all similar requirements, necessary for its lawful operation; (c) Organization is in compliance with all applicable local, state, tribal and federal laws, regulations and other requirements to which Organization is subject; (d) Organization is not on any federal terrorism "watch list" and any funds provided to Organization under this Agreement will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders; (e) Organization will not use any support provided under this Agreement for lobbying or political activities, or any purpose not described in Section 501(c)(3) of the Code; and (f) all representations made by Organization in any application and ancillary material are true and accurate in all material respects. Organization agrees to notify Charities promptly in writing of any change in the information represented herein.

Section 1.7 **Audit.** Upon reasonable prior written notice and during normal business hours, at any time during the term of a Statement of Terms and ending two (2) years thereafter, Charities or its designee may audit the books and records, relating to this Grant to ascertain Organization's compliance with the terms and conditions of this Agreement. Organization acknowledges and agrees that any such audit may include, without limitation, (i) an on-site or in person inspection, (ii) observation of Organization's facilities and operations, and (iii) personnel interviews, including without limitation, employees and volunteers.

Section 1.8 **Independent Entities.** Nothing in this Agreement shall be construed to create a legal partnership, joint venture, landlord-tenant, agency, or employee-employer relationship between any of Charities or PetSmart, on the one hand, and Organization, its employees, volunteers or agents, on the other hand. The Parties agree that Organization is an independent entity solely responsible for itself, its employees, volunteers, agents, and any of Animals at all times. Each Party shall be solely responsible for the acts and omissions of its respective officers, agents, servants, employees, representatives and subcontractors during and after the term of any Statement of Terms. The doctrine of respondeat superior shall not apply as between Organization, on the one hand, and PetSmart or Charities, or their respective officers, agents, servants, employees, representatives or subcontractors, on the other hand.

Section 1.9 **Equal Opportunity.** Organization agrees that it will not discriminate by reason of race, color, creed, religion, national origin, age, sexual orientation, disability, veteran status or gender.

Section 1.10 **Governing Law; Legal Fees.** This Agreement and any Statement of Terms shall be governed by and construed in accordance with the laws of the State of Arizona in the United States without regard to conflict of law provisions or international treaties or conventions, unless prohibited by law. In the event of any dispute under this Agreement, the prevailing Party will have the right to recover attorneys' fees, fees of expert witnesses and travel expenses.

Section 1.11 **Assignment; Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Organization will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Charities. Nothing in this Agreement shall be construed to give any third party any legal or equitable right, remedy or claim under or with respect to this Agreement, except that Charities or any Party's permitted successor or assign shall be deemed a third-party beneficiary of this Agreement. Notwithstanding anything herein to the contrary, Charities may freely assign this Agreement in connection with a transfer to a related party or due to a merger, consolidation, or sale of substantially all of its assets.

Section 1.12 **Force Majeure.** The Parties shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement and any Statement of Terms, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems,

epidemics or public health crises, declaration of a state of disaster or emergency by the federal, state, county, or city government in accordance with applicable law, and/or any other similar causes.

Section 1.13 Waiver; Severability. The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such term or right on any future occasion. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If one or more provisions of this Agreement are held to be unenforceable under applicable laws by a court of competent jurisdiction, those provisions must be limited or eliminated to the minimum extent necessary and only in the applicable jurisdiction such that the balance of this Agreement remains enforceable and in full force and effect.

Section 1.14 Survival. All representations, warranties and obligations of Organization in this Agreement shall survive after the termination date of this Agreement.

Section 1.15 Headings; Construction. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement shall not be construed for or against any Party on the basis of which Party drafted this Agreement, and each Party had the opportunity to review this Agreement with their respective legal counsel to the Party's satisfaction.

Section 1.16 Execution; Counterparts. Charities and Organization each represent that the individuals signing below are duly authorized to execute this Agreement on behalf of the Party for which they are signing. This Agreement may be executed in one or more counterparts, each of which shall be deemed an enforceable original of this Agreement, but all of which together shall constitute one and the same instrument. Facsimile and other electronic signatures shall be as effective and binding as original signatures.

Section 1.17 Notices. Notices shall be deemed served when received by addressee or, if delivery fails by reason of some fault or action of the addressee, when tendered for delivery. Either Party may change the notice address or recipient at any time by providing written notice to the other Party. All notices required or permitted to be given hereunder shall be in writing, reference this Agreement, and be delivered by hand, prepaid courier, or registered or certified mail, postage prepaid, and addressed to the Party's address set forth in this Agreement, and in the case of Charities, to the attention of the Legal Department.

Section 1.18 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all other prior and contemporaneous communications, discussions, understandings, negotiations, arrangements and agreements between the Parties, whether written or oral, relating to the subject matter of this Agreement. No entity is authorized by Charities to make any warranty, representation, or promise different than, or in addition to, the warranties, representations or promises expressly set forth in this Agreement. This Agreement may be modified or amended only in writing, duly executed by both Parties.

Section 1.19 The Immigration Law Compliance. Parties agree, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

Section 1.20 No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

IN WITNESS WHEREOF, and in consideration of the mutual promises and covenants herein contained, the Parties have caused this Agreement to be signed by their respective and duly authorized representatives as of the Effective Date set forth above.

"CHARITIES"


PETSMART CHARITIES, INC.

Signature: _____

Name: _____

Title: _____

Date: _____


Lindsay Del Chiaro
Program Director
3-15-2017

"ORGANIZATION"

City of Glendale

Signature: _____

Name: _____

Title: _____

Date: _____

**MASTER SUPPORT AGREEMENT
PROGRAM TERMS AND CONDITIONS**

The following terms and conditions are in addition to the terms and conditions set forth in the Agreement, are incorporated by reference in the Agreement, and shall be applicable to any Program designated in any Statement of Terms.

Grants.


(a) **Grant Terms.** From time to time following execution of this Agreement, Charities may award Organization a grant (each, a "Grant") on the terms and conditions set forth in this Agreement and as further specified in the applicable Statement of Terms. With respect to each Grant, at a minimum the Statement of Terms will include (i) the amount of Grant cash or in-kind goods or services to be awarded to Organization (the "Grant Funds"); (ii) a description of the in-kind goods or services to be awarded; (iii) the distribution schedule for the Grant Funds; (iv) the specific purpose(s) for which the Grant Funds may be used by Organization (the "Grant Purpose"); and (v) the time period during which the Grant Funds will be used by Organization (the "Grant Period").

(b) **Use of Grant Funds.** Organization will utilize the Grant Funds only for the Grant Purpose and within the Grant Period. In the event that Organization cannot use the Grant Funds for the Grant Purpose or within the Grant Period, Organization must notify Charities immediately. In the event that Organization has previously received any form of grant from Charities, this Agreement is contingent upon successful performance by Organization under that grant agreement.

(c) **Modifications.** Upon written request made by the Organization to Charities and in the sole discretion of and upon written approval by Charities, the Statement of Terms may be amended if such amendment is limited in scope to the following sections of the Statement of Terms: (a) the Grant Purpose may be amended to reflect adjustments in acceptable use of the Grant Funds within the overall intended purpose of the funded project, including adjustments in areas of populations being served or targeted, reallocation of funds across types of expenses and adjustments in acceptable performance metrics (b) the performance time period may be extended to enable the completion of the funded project; and (c) any reporting obligations may be extended in time and adjusted to reflect the data available.

**MASTER SUPPORT AGREEMENT – EXHIBIT A
INITIAL STATEMENT OF TERMS**

General Terms							
Indicate Type of Program(s)			Grant X Sponsorship Adoption				
Term			Start Date: Upon date of full execution End Date: Until terminated				
Parties and Contact Information							
Organization		City of Glendale			Charities		PetSmart Charities, Inc.
Address		5850 W Glendale Ave Glendale AZ 85301-2563			Address		19601 North 27 th Avenue Phoenix, AZ 85027
Principal Contact		Chief, Rick St. John			Principal Contact		Sophie Faust
Tel.		(623) 930-3398	Fax	N/A	Tel.		623-587-2219 Fax 623-556-6530
Grants							
Amount of Grant Funds – Cash				\$5,000.00			
Amount of Grant Funds - In-Kind (Fair Market Value)				\$ (FMV)			
Total Amount of Grant Funds (cash and/or in-kind)				\$5,000.00			
Description of in-kind goods or services provided (including equipment, services, etc.) to Organization (if any)							
Distribution Schedule of Grant Funds				\$5,000.00 in one single installment upon execution			
Grant Purpose				Grant funds will support the Glendale Police K9 Unit to help strengthen the organizational mission.			
Grant Period				Start: Upon date of full execution End: Six months after full execution			
Sponsorships							
Amount of Cash Grant Funds				\$			
Amount of In-Kind Grant Funds (Fair Market Value)				\$ (FMV)			
Total Amount of Grant Funds (cash and/or in-kind)				\$			
Distribution Schedule of Sponsored Amount							
Name and Date of Event or Conference							
Benefits Provided by Organization (if any)							
Adoption							
Location (address and/or PetSmart store number)							
Is the Adoption Center an "Everyday Adoption Center"?				Yes No			
Start Date							

Licenses	
Charities' License of Organization's Marks as Identified Below	Yes No X
Organization's License of Charities' Marks as Identified Below	Yes X No
License Purpose and Duration (if different from the Term)	Recognition of PetSmart Charities, Inc support of Organization; Promotion of Organization's participation in PetSmart Charities, Inc. programming (ie. In-Store adoption programming, grants programming)
Identification of Marks	
Organization's Marks	
(a)	
(b)	
Charities' Marks	
(a) PetSmart Charities®	
(b)	
	
Other Requirements	
Reporting Requirements	<p>In addition to any reporting requirement set forth in the Master Support Agreement, the Organization agrees to provide the following reports to PetSmart Charities in connection with this project donation, on or before the deadlines set below. PetSmart Charities reserves the right to change the method and format of how reports are provided.</p> <p>Unless otherwise specified, submit reports via the following web link: www.cybergrants.com/petsmartcharities/reports/app.</p> <p>Final Field Grant Impact Report due no later than seven months after distribution of funds, including:</p> <p>1) A final project report on the the results and impact of the project donation.</p>
Additional Requirements (if any)	PetSmart Charities supports established best practices for transport such as those guidelines included in the Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters. Organization must operate transport vehicles within the Association of Shelter Veterinarians (ASV) recommended transport guidelines.



Legislation Description

File #: 17-074, Version: 1

RESOLUTION NO. R17-32

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, "AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR PARTICIPATION IN THE ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM ALLOWING RECEIPT OF CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT PURPOSES."

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution to approve and direct the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Public Safety to provide criminal history record information and/or criminal justice information via the applicant fingerprint card process to the City of Glendale for employment purposes.

Background

Article III, Division I, Sec. 2-51 of the Glendale City Code states the following: "All applicants being considered for selection for positions as city employees and all prospective volunteers under the direction of the city whose duties include interaction with juveniles, upon application for temporary or permanent employment for an indefinite period of time or upon application to volunteer, shall appear at the offices of the police department and submit to having copies of their fingerprints made by a police officer. The human resources department shall forward the fingerprints of eligible applicants to the Arizona Department of Public Safety for the purpose of obtaining a state and federal criminal records check pursuant to A.R.S section 41-1750 and P.L. 92-544." In addition to ensuring all new hires are fingerprinted, we are performing our due diligence in fingerprinting volunteers as well. The City has been following this practice for more than ten years. These fingerprints are sent to the Department of Public Safety to obtain criminal history information from Arizona and the Federal Bureau of Investigation (FBI). The results are then reviewed by Human Resources for employment purposes.

In January 2013, the Arizona Department of Public Safety implemented the Noncriminal Justice Fingerprint Compliance Program that requires employers to have an agreement in place which outlines the compliance obligations of the employer in order to utilize the criminal justice information system to receive criminal history information for employment purposes. The City of Glendale has had this agreement in place since 2013, however, we did not previously bring it as an intergovernmental agreement to City Council for approval.

Analysis

The City of Glendale must comply with the Noncriminal Justice Fingerprint Compliance Program as outlined by the Arizona Department of Public Safety in order to use the criminal justice information system. This is an important part of the background checking process for all new hires and volunteers. Conducting fingerprint checks allows Human Resources to review a new hire or volunteer's criminal history information to ensure we are not hiring individuals with job related criminal convictions. This intergovernmental agreement allows us to continue to utilize the criminal justice information system to obtain criminal history information for employment purposes.

Community Benefit/Public Involvement

This intergovernmental agreement will ultimately benefit the citizens of Glendale by ensuring that the City is not hiring individuals with job related criminal convictions.

Budget and Financial Impacts

There is no additional budget or financial impact due to this agreement. The Police Department includes the cost of fingerprinting in their budget each year.

RESOLUTION NO. R17-32

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, "AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR PARTICIPATION IN THE ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM ALLOWING RECEIPT OF CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT PURPOSES."

WHEREAS, the City of Glendale is required to fingerprint new employees and volunteers as outlined in The Code of the City of Glendale and has been utilizing criminal history information obtained from the Arizona Department of Public Safety for this purpose.

WHEREAS, in January of 2013 the Arizona Department of Public Safety implemented the Noncriminal Justice Fingerprint Compliance Program.

WHEREAS, in 2013, to comply with the new Noncriminal Justice Fingerprint Compliance Program, the City Manager entered into an agreement with the Arizona Department of Public Safety on behalf of the City of Glendale, but did not bring it forward to the Council for approval as an intergovernmental agreement.

WHEREAS, to remain in compliance with the Noncriminal Justice Fingerprint Compliance Program, and in accordance with A.R.S. 11-952, the City of Glendale must have an intergovernmental agreement signed by the new City Manager.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement entitled, "Agreement with the Arizona Department of Public Safety for Participation in the Arizona Criminal Justice Information System Allowing Receipt of Criminal History Information for Employment Purposes be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM USER AGREEMENT

NONCRIMINAL JUSTICE PROCESS – FEDERAL AND STATE ACCESS (FINGERPRINT)

THIS AGREEMENT is made and entered into by the ARIZONA DEPARTMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS," and the **CITY OF GLENDALE HUMAN RESOURCES**, hereinafter referred to as "USER." DPS, under the authority of the Federal Bureau of Investigation (FBI), is the National Crime Information Center (NCIC) State Criminal Justice Information Systems Agency (CSA) in Arizona. DPS, under the authority of Arizona Revised Statutes (ARS) §41-1750, ARS §41-1751, and ARS §41-2205, also operates the Central State Repository for the criminal justice information system, and functions as the Arizona Criminal Justice Information System (ACJIS) CJIS Systems Agency. Per authority of ARS §41-2204, the Director of DPS also serves as the System Officer of ACJIS.

USER is:

 X A noncriminal justice agency authorized to receive criminal history record information and/or criminal justice information for the specific purpose of evaluating the fitness of current or prospective licensees, employees, contract employees and/or volunteers pursuant to 28 CFR, Part 20, and ARS §41-1750.

OR

 Other

DPS and USER hereby agree to exchange such criminal history record information and/or criminal justice information as is available in the State of Arizona State Central Repository and/or the ACJIS network, subject to the following terms and conditions:

TERMS AND CONDITIONS

- A. Information. In accordance with federal and state regulations, DPS agrees to furnish USER with the following type(s) of information: Authorized Criminal History Record Information and Authorized Criminal Justice Information via the applicant fingerprint card process.
- B. Rules. USER has the burden of giving notice of the requirements of all the below-named rules and regulations to its employees and the other agencies or individuals to whom USER might disseminate information derived pursuant to this Agreement.
 - 1. Compliance. The exchange of all information covered by the terms of this Agreement shall be in strict compliance with all federal and state laws and regulations relating to the collection, use, storage, handling, and/or dissemination of criminal justice information and/or criminal history record information, and with the applicable rules, policies, and procedures contained in the FBI Criminal Justice Information System (CJIS) Security Policy, and with applicable ACJIS, NCIC, Arizona Crime Information Center (ACIC),

International Justice and Public Safety Information Sharing Network, and Arizona Law Enforcement Telecommunications Systems (ALETs) operating policies, procedures, and regulations.

2. Agency Security Contact. USER shall designate an official Agency Security Contact (ASC) to serve as the agency liaison with DPS and to perform all necessary duties related to that function.
 - a. The ASC shall be responsible for ensuring compliance with Section B of this Agreement, and shall grant authorization to those employees who have access to criminal history record information and/or criminal justice information. The ASC shall submit and maintain a current Authorized Personnel List of all authorized employees' names, titles, dates of birth, and email addresses.
 - b. If the ASC changes for any reason, USER agrees to designate another individual as the ASC and to notify DPS within 30 days of the change.
3. Training. USER shall be responsible for compliance with training requirements.
 - a. Prior to receiving Arizona criminal justice information and/or Arizona criminal history record information, USER shall attend training covering proper submission procedures and basic privacy and security. Training shall be provided by DPS.
 - b. All USER agency personnel authorized to access criminal history record information and/or criminal justice information shall complete both standard Security Awareness training and USER-provided privacy and security training on the proper handling of such information.
 - 1) Security Awareness training is required within six months of hire and every two years thereafter.
 - 2) USER-provided privacy and security training shall be completed a minimum of every two years.
4. Acknowledgement Statement. All USER agency personnel authorized to access criminal history record information and/or criminal justice information shall sign a statement form acknowledging notification of the penalties for misuse of the information prior to accessing any criminal history record information and/or criminal justice information. The acknowledgment statement is hereby incorporated into this Agreement.
5. Secure Environment. The criminal history record information and/or the criminal justice information received pursuant to this agreement shall be maintained in a secure environment accessible only to those personnel listed on the current Authorized Personnel List. If the criminal justice information and/or the criminal history record information received pursuant to this agreement is stored electronically, the electronic records environment shall be subject to technical security requirements specified in the CJIS Security Policy and periodic technical audits in accordance with Section D of this agreement.
6. Policies and Procedures. USER shall develop and implement policies and procedures ensuring the following:
 - a. Privacy and security, which shall include: proper access, use, handling, dissemination, and destruction of criminal history record information and/or criminal justice information; prevention of unauthorized disclosure of criminal history record information and/or criminal justice information; a disciplinary policy for misuse of criminal history record

information and/or criminal justice information.

b. Fingerprint submission integrity, which shall include: quality control methods to verify the applicant's identity and measures to prevent fingerprint tampering prior to submission to DPS.

c. Digital information security, which shall include: reporting, response, and handling capability procedures for information security incidents; account access and monitoring requirements; information integrity protocols. This paragraph is only applicable if the agency electronically stores or accesses criminal history and/or criminal justice information.

7. Personnel Screening. USER agrees to conduct personnel screening as permitted and/or required by law of the personnel authorized to access and/or handle criminal history record information and/or criminal justice information.

C. Privacy and Security.

1. Purpose. USER agrees that the use of information received under the terms of this Agreement shall be limited to the following specific purpose(s): For the specific purpose of evaluating the fitness of all prospective and current city employees or volunteers whose job duties include interaction with juveniles, all current employees working in areas of recreational services pursuant to Glendale City Code 2-51 and Arizona Revised Statutes §41-1750.

2. Secondary Dissemination.

a. USER assumes full responsibility and liability for the use and release of all criminal history record information and/or criminal justice information obtained pursuant to this agreement.

b. All dissemination, including secondary and further dissemination, shall be strictly limited to the purpose authorized by this agreement and shall not exceed the purpose authorized in this agreement or that which is authorized under state and federal laws and regulations.

c. All secondary and further dissemination shall be logged, and the log shall be retained for a minimum of five years.

d. USER assumes full responsibility and liability for all dissemination and use of the information obtained pursuant to this agreement including secondary and subsequent dissemination. (Unlawful use of criminal history information and/or criminal justice information is a class 6 felony pursuant to ARS §41-1756.)

D. Audits/Inspections.

1. Records and periodic audits.

a. USER hereby agrees to maintain all personnel records submission records, training files, authorization lists, policies and procedures, dissemination logs, contractor records, and volunteer records as directed by DPS to determine compliance with applicable regulations and statutes.

b. USER agrees to make the above stated items available to DPS, the FBI CJIS Division,

or their authorized representatives, for the purpose of conducting periodic audits of USER's compliance with all laws and regulations regarding the processing of information furnished to and by the USER under the terms of this Agreement.

c. USER shall cooperate with directives issued by the Arizona CJIS Systems Officer (CSO) concerning reliability and security of data.

d. All books, accounts, reports, files and other records relating to this agreement shall be subject at all reasonable times to inspection and audit by the State for five years after completion of this agreement.

2. Site security compliance. USER hereby agrees, as a condition of participation, to permit a team from DPS and/or the FBI CJIS Division to conduct on-site compliance inspections to ensure that required physical, personnel, computer, and communications safeguards are functioning properly.
3. Directed audits. USER agrees to submit to directed audits for the investigation of any allegation of misuse of criminal justice information and/or criminal history record information obtained pursuant to this agreement. A directed audit includes an inquiry into the specifics of a misuse allegation as well as the overall administrative review of a routine audit. Directed audits are in addition to routine periodic audits.

E. Sanctions.

1. Cancellation. Either DPS or USER may cancel this Agreement upon thirty days notice to the other party in writing. All parties are hereby put on notice that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to ARS §38-511, the contents of which are hereby incorporated by reference.
2. Suspension of Service. In addition to the penalties provided by law, DPS reserves the right to immediately suspend furnishing information covered by the terms of this Agreement to USER when any terms of this Agreement are violated or reasonably appear to DPS to be violated. DPS shall resume furnishing such information upon receipt of satisfactory assurance, to DPS, that such violations did not occur or that such violations have been fully corrected or eliminated. In the event that USER challenges the ruling of DPS regarding violation(s) or audit results, the Arizona Criminal Justice Commission shall adjudicate the matter.
3. Indemnification. To the extent permitted by law, USER hereby agrees to indemnify and save harmless DPS, its Director and employees, and the FBI, its Director and employees from and against any and all claims, demands, suits, and proceedings by others and against all liability to others for the use or misuse by the USER of any information provided to USER pursuant to this Agreement.
4. Arbitration. This Agreement is subject to arbitration, but only to the extent required by ARS §12-1518.

F. Non-Discrimination. USER agrees that USER will comply with all applicable laws relating to equal opportunity and non-discrimination, including the non-discrimination requirements of Executive Order 2009-09.

G. Waiver. For the purposes of this agreement, sovereign tribal entities expressly waive sovereign immunity.

- H. Executory Clause. It is understood by and between the parties hereto that DPS is obligated to provide the services described in Section A above to USER only to the extent that public funds are made available to DPS for that purpose. DPS shall incur no liability on account thereof beyond the money made available for such purpose.
- I. Dissemination. The terms of this agreement pertaining to all dissemination of criminal justice information and criminal history record information shall be superseded by applicable federal regulations and Arizona laws governing the release of such information.
1. Investigations. USER agrees that DPS may use or disseminate information concerning USER request transactions on the ACJIS network to provide assistance with active criminal investigations or criminal intelligence investigations when such assistance is specifically requested by the investigating agency.
 2. Statistical Reports. USER agrees that DPS may generate, use, or disseminate statistical reports based upon data contributed or transactions conducted by USER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

BY:

Lt. Colonel Timothy E. Chung
Arizona CJIS Systems Officer
Arizona Department of Public Safety
by order of

TITLE:

Frank L. Milstead, Colonel
Director
Arizona Department of Public Safety

DATE:

USER:

CITY OF GLENDALE HUMAN RESOURCES

BY (sign):

NAME/TITLE (print):

DATE:

(Rev. 08/15)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the proper officers and officials.

City of Glendale,
An Arizona municipal corporation

By: Kevin Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney



Legislation Description

File #: 17-141, Version: 1

RESOLUTION NO. R17-33

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX PERTAINING TO THE EXPANSION, OPERATION AND MAINTENANCE OF AN EXISTING SPECIAL-PURPOSE FOREIGN-TRADE SUBZONE FOR CONAIR CORPORATION IN THE CITY OF GLENDALE.

Staff Contact: Michael D. Bailey, City Attorney

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement with the City of Phoenix regarding an expanded special purpose foreign trade zone.

Background

Conair is developing 45 acres of the property it owns near the intersection of Glendale Avenue and Glen Harbor Boulevard near the Glendale Municipal Airport, and the parties entered into a development agreement concerning the project in December 2015. Conair wishes to include the 45 acres of property in the adjacent foreign trade zone in which Conair has operated its existing facility since 1992. Glendale must enter into an intergovernmental agreement with the City of Phoenix in order to expand the existing foreign trade zone to include the new 45-acre parcel that Conair developed.

Budget and Financial Impacts

There is no budgetary or financial impact to the City of Glendale in the event Glendale enters into an intergovernmental agreement with Phoenix to expand the existing foreign trade zone.

RESOLUTION NO. R17-33

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX PERTAINING TO THE EXPANSION, OPERATION AND MAINTENANCE OF AN EXISTING SPECIAL-PURPOSE FOREIGN-TRADE SUBZONE FOR CONAIR CORPORATION IN THE CITY OF GLENDALE.

WHEREAS, the City previously entered into an intergovernmental agreement with the City of Phoenix on June 1, 1990 to establish, operate and maintain a Foreign Trade Zone, Subzone No. 75A, for Conair Corporation on approximately one hundred acres of land in the City of Glendale; and

WHEREAS, Conair Corporation has been operating within the approved Foreign Trade Zone, Subzone No. 75A since 1992, and desires to expand its operations onto an additional 44 acres of land located at 7311 N Glen Harbor Blvd, Glendale, AZ 85307 and desires to be reclassified as Class 6 property for assessment purposes pursuant to Arizona Revised Statutes § 42-12006.2;

WHEREAS, the original intergovernmental agreement expired when the Foreign Trade Zone Operations Agreement was signed on March 9, 1992, and a new intergovernmental agreement with the City of Phoenix is necessary to expand the existing Foreign Trade Zone, Subzone 75A, onto the additional 44 acres; and

WHEREAS, the City has determined that expansion of the foreign trade zone will result in new employment and provide significant benefits to the City and its residents, and will otherwise improve or enhance the economic welfare of the inhabitants of the City.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interests of the City of Glendale and the citizens thereof that the City of Glendale enter into an intergovernmental agreement with the City of Phoenix in connection with the establishment, operation and maintenance of an expanded special-purpose foreign-trade subzone located within the City of Glendale; a copy of which will be placed on file in the office of the City Clerk of the City of Glendale upon execution by all parties.

SECTION 2. That the Mayor or City Manager and the City Clerk is authorized and directed to execute and deliver the intergovernmental agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager



Legislation Description

File #: 17-119, Version: 1

ORDINANCE NO. 017-14

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 5200 WEST BELL ROAD FROM BP (BUSINESS PARK) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "51 CAMPANA," AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt an ordinance rezoning approximately 20.74 acres from BP (Business Park) to PAD (Planned Area Development). The property is located on the northwest corner of 51st Avenue and Bell Road.

Background

The property is currently vacant and is zoned BP (Business Park). This request to rezone to PAD (Planned Area Development) is intended to accommodate mixed-use development similar to the C-2 (General Commercial) zoning district. Land uses envisioned for the subject site would include development such as office, emergency medical facility, retail, self-storage and drive-thru restaurants. A list of prohibited land uses are also outlined within the development plan.

51 Campana is comprised of 11 commercial pads and improved with cohesive design elements. There are several unique features in the development plan which includes a "Welcome to Glendale" sign, equestrian trail connectivity along 51st Avenue, landscape buffer to the neighborhood to the north, and decorative perimeter walls.

Analysis

The PAD zoning is consistent with the General Plan land use designation of PC (Planned Commercial). The proposed district is an appropriate zoning designation for the intended mixed-use development. The PAD development plan would create a development with consistent theming to unify the unique land use mixtures with varied development standards. The preliminary landscape and wall plan encourages continuity of perimeter open space and thematic landscape designs which are compatible with the public streetscape.

The proposed development encourages innovative development concepts with the consideration of the nearby neighborhood. This development plan would provide greater variety of land uses.

There is adequate vehicular and pedestrian access to the subject site and a traffic report was reviewed by the Transportation Department. All applicable city departments have reviewed the application and recommend approval of the request.

Community Benefit/Public Involvement

This proposal would provide more commercial oriented development in the Glendale community. The diverse mixture of land uses offers more flexibility and options for businesses to locate in the Bell Road Corridor. Furthermore, the development would offer more options for residents to shop and dine.

On February 16, 2017 the Planning Commission unanimously recommended approval of this request subject to seven stipulations.

The applicant completed the required Citizen Participation Process. Two neighborhood meetings were held and the neighborhood input was included in the final development plan. This includes a list of prohibited land uses such as billboards, digital signs, check cashing facilities, tattoo parlors and piercing facilities. Planning did receive one email letter of opposition regarding the request.

ORDINANCE NO. O17-14

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 5200 WEST BELL ROAD FROM BP (BUSINESS PARK) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "51 CAMPANA," AMENDING THE ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

WHEREAS, the City of Glendale Planning Commission held a public hearing on February 16, 2017, in zoning case ZON16-02 in the manner prescribed by law for the purpose of rezoning approximately 20.74 acres of property located at 5200 West Bell Road from BP (Business Park) to PAD (Planned Area Development);

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law, including publication of such notice in *The Glendale Star* on January 26, 2017; and

WHEREAS, the City has considered the individual property rights and personal liberties of the residents of the city before adopting this zoning ordinance; and

WHEREAS, the City of Glendale Planning Commission recommended to the mayor and the council the zoning of property as described above and the mayor and the council desire to accept such recommendation and rezone the property described on Exhibit A as a PAD (Planned Area Development) in accordance with the development plan currently on file with the planning department as of the date of this ordinance.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 5200 West Bell Road and more accurately described in Exhibit A to this ordinance, is conditionally rezoned from BP (Business Park) to PAD (Planned Area Development).

SECTION 2. That the rezoning provided for is conditioned and subject to the following:

1. Development shall be in substantial conformance with the development plan and narrative titled "51 Campana," date stamped as received December 29, 2016.
2. Prior to the construction of any new buildings or structures, approval through the City of Glendale's Design Review process is required.
3. All offsite improvements must be completed with development of the property in one phase. Offsite improvements include curb, gutter, 6' sidewalk, LED Streetlights, and a bus-bay along Bell Road. Required improvement standards are determined by

the City of Glendale Design Guidelines for Site Development and Infrastructure Construction.

4. Driveway C, the west most driveway along Bell Road, shall be the only permitted driveway with left-in access.
5. The applicant shall secure all pertinent permits with the responsible jurisdiction and agency, including improvements along 51st Avenue with the City of Phoenix.
6. A 15' bridle path equestrian trail pathway easement shall be dedicated to the City of Glendale.
7. Right-turn deceleration lanes shall be constructed per approved Traffic Impact Study.

SECTION 3. The City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 5. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

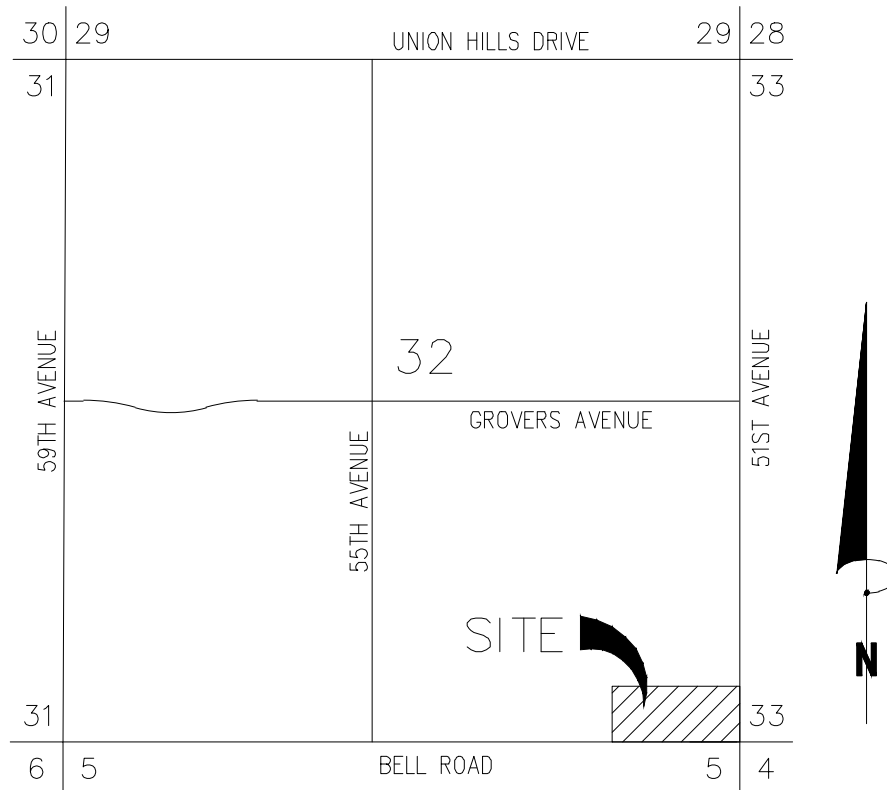
Kevin R. Phelps, City Manager

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 of Section 32, Township 4 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT any portion lying within Plat of Touchstone, a subdivision recorded in Book 44 of Maps, page 48, records of Maricopa County, Arizona.



VICINITY MAP

N.T.S.



The Empire Group
6617 North Scottsdale Road,
Suite 101
Scottsdale, Arizona 85250
Phone: (480) 951-2207
Fax: (480) 951-3023
www.theempiregroupplc.com

VICINITY MAP
51 CAMPANA
GLENDALE, ARIZONA

JOB #	2-015
DATE	NOV. 2015
SCALE	N.T.S.
SHT	1 OF 1



Planning Staff Report

DATE: February 16, 2017

TO: Planning Commission

FROM: Tabitha Perry, Assistant Planning Director

PRESENTED BY: Carol Hu, Planner

SUBJECT: **REZONING (ZON) APPLICATION ZON16-02: 51 CAMPANA
– 5200 WEST BELL ROAD**

REQUEST: Rezone from BP (Business Park) to PAD (Planned Area Development).

APPLICANT/OWNER: The Empire Group / Empire Residential Communities Fund II, LLC.

REQUIRED ACTION: The Planning Commission must conduct a public hearing and determine if this request is in the best long-term interest of this neighborhood and consistent with the General Plan.

RECOMMENDATION: The Planning Commission should recommend approval subject to stipulations.

PROPOSED MOTION: Move to recommend approval of ZON16-02 subject to the stipulations contained in the staff report.

SUMMARY: The applicant is requesting to rezone a 20.74 acre property located at the northwest corner of 51st Avenue and Bell Road from B-P (Business Park) to PAD (Planned Area Development). This zone change would allow various mixed use development such as office, emergency medical care facility, retail and three drive-thru restaurants. The proposal promotes high quality commercial standards via common design elements outlined within the PAD document.

COMMISSION ACTION: Motion made by Commissioner Lenox to recommend APPROVAL of ZON16-02 subject to the seven staff report stipulations. Motion seconded by Commissioner Harper. The motion was approved 4 to 0.

DETAILS OF REQUEST:

General Plan Designation:

The property is designated as PC (Planned Commercial).

Property Location and Size:

The property is located at the northwest corner of 51st Avenue and Bell Road (5200 West Bell Road) and is 20.74 acres in size.

History:

There are no recent land use actions that affected the property within the past fifteen years.

Design Review:

Development of individual pads within 51 Campana would be subject to design review application. There is currently one application submitted concurrently with the rezoning application.

Project Details:

The property is currently vacant and is zoned BP (Business Park). This request to rezone to PAD (Planned Area Development) is intended to accommodate mixed-use development similar to the C-2 (General Commercial) zoning district. Land uses envisioned for the subject site would include development such as office, emergency medical facility, retail, self-storage and drive-thru restaurants. A list of prohibited land uses are also outlined including billboards, digital signs, check cashing facilities, tattoo parlors, piercing facilities and drive-thru restaurants located on pad 8.

51 Campana would be comprised of 11 commercial pads and improved with cohesive design elements. The proposed elements within the PAD document consists of site design, building design, materials with a color palette, themed signage, landscaping and perimeter walls. Conceptual elevations for illustrative purposes are provided by the applicant. Additionally, an entry monument sign is proposed at the northwest corner of 51st Avenue and Bell Road along with a matching "Welcome to Glendale" sign. A preliminary signage plan indicating sign locations is included within the attached exhibits of the PAD document.

This site is accessible via 51st Avenue, 53rd Avenue, and Bell Road. In addition to the public roadways, there are three shared drive aisles within the project area accessing Bell Road and one cross-access drive bisecting the property between 51st Avenue and 53rd Avenue. A semi-regional equestrian trail would be provided along 51st Avenue which continues north and south bound. Specific street improvements are outlined in the PAD document. A preliminary master plat is included within the attached exhibits of the PAD document.

Individual pads within 51 Campana would be subject to separate Design Review applications as well as adherence to the City of Glendale's Commercial Design standards. The development standards proposed are best matched with C-2 (General Commercial) and are compared below.

DEVELOPMENT STANDARDS	REQUESTED PAD	STANDARD C-2
Minimum Lot Area	N/A	N/A
Minimum Front Yard Setback	25'	25'
Minimum Side Yards	60' to residential; 15' to nonresidential	60' to residential; 15' to nonresidential
Minimum Street Side Setback	25'	25'
Minimum Rear Yards	60' to residential; 15' to nonresidential	60' to residential; 15' to nonresidential
Maximum Structure Height	30'/36' *	30'
Maximum F.A.R.	.3	.3
Landscape Requirement	20% **	20%
Landscape Buffers	15'	15'

* This PAD will allow for non-occupied architectural elements on buildings for this project at a maximum height of 36' only on pad 1.

** Each pad/parcel is required to meet the minimum percentage of landscaping which shall include the offsite landscape frontage.

CITIZEN PARTICIPATION TO DATE:

Applicant's Citizen Participation Process:

On August 15, 2016, the applicant mailed notification letters to adjacent property owners and interested parties. Two neighborhood meetings were held on August 31, 2016 and October 5, 2016, respectively. Six attendees were present at the first meeting and sixteen attendees were at the second meeting.

Based on the neighborhood input, the applicant had revised and clarified the following points within the rezone proposal:

- Light shields will be provided for street lights along the north property line to reduce light pollution into the adjacent neighbors' yards.
- Trees will be planted along the north property line within the required 15 foot landscape setback. The selected trees would provide additional screening from the existing residential community and would closely match the existing vegetation along the north property line.
- Pad 8, located at the northwest corner of the subject site, shall not be a restaurant drive-thru.
- Construction and delivery hours will follow the City of Glendale Noise Ordinance.
- A traffic report has been completed by a professional engineer and submitted to the City of Phoenix and the City of Glendale to ensure all design and safety requirements are met, specifically relative to traffic movements on 51st Avenue and Bell Road.

Planning did receive one email letter of opposition regarding the request. The applicant's Citizen Participation Final Report and the letter are attached.

Planning Commission Public Hearing:

A Notice of Public Hearing was published in *The Glendale Star* on January 26, 2017. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on January 27, 2017. The property was posted on January 27, 2017.

STAFF FINDINGS AND ANALYSIS:

Findings:

Section 5.901 of the Zoning Ordinance states that the purpose of the PAD (Planned Area Development) district is to:

- A. Encourage creative and effective use of land and circulation systems to accommodate changes in land development technologies.
- B. Encourage residential development to provide a mixture of housing types and designs.
- C. Encourage innovative development or redevelopment concepts for all land use types to provide a greater variety and intensity of uses.
- D. Provide a process which relates the urban design and scale of project to the unique characteristics of the site.
- E. Require the nature and intensity of development to be supported by adequate utilities, transportation, drainage, and common open spaces to serve the development and to minimize impact on existing or future adjacent development.
- F. Encourage development that is consistent with the policies and the guidelines established in any specific plan and the General Plan.

Analysis:

- The PAD zoning is consistent with the General Plan land use designation of PC (Planned Commercial). The proposed district is an appropriate zoning designation for the intended mixed-use development. The PAD development plan would create a development with consistent theming to unify the unique land use mixtures with varied development standards.
- The request for rezone to PAD meets the intent of this district by promoting creative and effective use of land and circulation systems. The PAD plan listed site design elements with consideration to incorporation of pedestrian circulation, enhancement to regional pedestrian networks, and connectivity to adjoining developments and pathways.
- This proposed development encourages innovative development concepts for all land use types with greater variety and intensity of uses. This is accomplished by the allowance of greater height for non-occupied architectural elements at the cornerstone of the project area (southeast corner of the subject site). Landscape buffers are provided at the most critical location to buffer residential use from more intensive land uses. The preliminary landscape and wall plan encourages continuity of perimeter open space and thematic landscape designs which are compatible with the public streetscape.

- The development plan delivers a coherent site and building design along with a material and color palette. This would unify the mix land uses with adequate assurance of quality development.
- Preliminary signage design and location are included within the development plan. The major signage defined is comprised of an entry monument sign, “Welcome to Glendale” sign, freestanding identification signs, and a projecting sign. The proposed signs are keeping within the commercial district standards and are appropriate for mix-used pedestrian oriented development. In replacement of directory signs, each freestanding multi-tenant building over 10,000 square feet will be allowed one projecting sign not to exceed 30 square feet in sign area. Staff is supportive of the projecting sign as an alternative to directory signs to better serve pedestrian users.
- This project area identifies five access locations. The number and location of the driveways is included within the PAD document among with a concurrent commercial plat application.
- All applicable city departments have reviewed the application and recommend approval of the application.

RECOMMENDATION:

The Planning Commission should recommend approval of this request, subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan and narrative titled “51 Campana”, date stamped received December 29, 2016.
2. Prior to the construction of any new buildings or structures, approval through the City of Glendale’s Design Review process is required.
3. All offsite improvements must be completed with development of the property in one phase. Offsite improvements include curb, gutter, 6' sidewalk, LED Streetlights, and a bus-bay along Bell Road. Required improvement standards are determined by the City of Glendale Design Guidelines for Site Development and Infrastructure Construction.
4. Driveway C, the west most driveway along Bell Road, shall be the only permitted driveway with left-in access.
5. The applicant shall secure all pertinent permits with the responsible jurisdiction and agency including improvements along 51st Avenue with the City of Phoenix.
6. A 15' bridle path equestrian trail pathway easement shall be dedicated to the City of Glendale.
7. Right-turn deceleration lanes shall be constructed per approved Traffic Impact Study.

ATTACHMENTS:

1. Applicant's PAD Booklet, date received December 29, 2016.
2. Citizen Participation Final Report (without mailing labels), date received December 22, 2016.
3. Correspondence received from Mr. Daniel Hatch, dated September 27, 2016.
4. Vicinity Zoning Map.
5. Aerial Photograph, dated October 2014.

PROJECT MANAGER:

Carol Hu, Planner (623) 930-2553
chu@glendaleaz.com

REVIEWED BY:



Planning Director

CH/df



Development Services Director

**Rezoning to Planned Area Development
5200 W Bell Road
(NWC of 51st Avenue and Bell Road)
Glendale, AZ**

Prepared by:

Empire Residential Communities Fund II, LLC

6617 N. Scottsdale Road

Scottsdale, AZ 85250

Rezone Case #ZON16-02

December 29, 2016

RECEIVED

DEC 29 2016

Glendale Planning Dept.

Planned Area Development

Table of Contents

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3.0	Development Standards.....	6
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Exhibits

Exhibit A	Vicinity Map
Exhibit B	Preliminary Master Plat
Exhibit C	Legal Description
Exhibit D	ALTA Survey
Exhibit E	Existing Land Use Map
Exhibit F	Existing Zoning (F-1) and Proposed Zoning Exhibit (F-2)
Exhibit G	FIRM Map
Exhibit H	Preliminary Landscape and Wall Plan
Exhibit I	Preliminary Signage Plan (I-1) and Sign Location Exhibit (I-2)
Exhibit J	Conceptual Elevations
Exhibit K	Master Developer Improvements

Development Team

Owner and Zoning/Planning:

Empire Residential Communities Fund II, LLC
Shelby Duplessis
6617 N. Scottsdale Road
Scottsdale, AZ 85250

Engineering:

Slater Hanifan Group
Roger Theis
11201 N Tatum Blvd, #250
Phoenix, AZ 85028

Traffic Engineer:

Civtech
Dawn Cartier
10605 N Hayden Road, #140
Scottsdale, AZ 85260

1.0 Introduction

Property: The real property which is the subject of this application is located in Lot 1 of Section 32, Township 4 North, Range 2 East of the Gila & Salt River Base & Meridian, Maricopa County, Arizona. 51 Campana, the “property”, is a proposed commercial project on approximately 20.74-acres located on the northwest corner of 51st Avenue and Bell Road as described in **Exhibit A**, Vicinity Map.

Planning & Development History: The property is currently vacant and undeveloped; and is presently designated on the General Plan as Planned Commercial (PC) and zoned B-P (Business Park) in the City of Glendale, Arizona as described in **Exhibit E**, Existing General Plan Land Use Map.

Purpose of Requests: The Applicant is requesting a rezone of the property described above to PAD (Planned Area Development). This would provide a unique development that enhances the City of Glendale and a commercial use similar to C-2 zoning district.

Citizen Participation Plan: As part of the Glendale Citizen Participation Ordinance, a Citizen Participation Plan has been submitted and a final report will be provided in accordance with that plan. The report provides the results of the citizens participation effort as it was outlined in the Citizen Participation Plan submitted with this application. As part of the plan effort will take place including notification by mail to surrounding neighbors and interested parties and holding a neighborhood meeting. For additional information on the Citizen Participation effort, a copy of the Final Citizen Participation report is on file with the City.

Existing Conditions: As shown on the site aerial below (See also **Exhibit B**, Preliminary Master Plat on the next page) the property consists of vacant, undeveloped land. The site ultimately slopes to the southwest with a slope of 0.6%.

The surrounding developments retain runoff generated thereon and are not anticipated to affect the project site and there is no evidence of any washes impacting the site. An illustration of the site’s current topographic conditions, as well as the legal description and boundary survey are provided (See **Exhibit C**, Legal Description and **Exhibit D**, ALTA).



EXHIBIT B PRELIMINARY MASTER PLAT

Roadways: Bell Road and 51st Avenue are only partially improved along the project frontage with a raised landscaped median on Bell Road, a painted median on 51st Avenue, three lanes in each direction, and full curb and gutter. Sidewalk and street lights along the north side of Bell Road and the west side of 51st Avenue will be required. There currently exists a 15-foot Bridal Path running north/south along 51st Avenue which will be integrated into the site plan. There is currently access to the project site from westbound Bell Road and from both northbound and southbound 51st and 53rd Avenues. Existing traffic signals exist at the intersection of Bell Road and 51st & 53rd Avenues, these are not anticipated to be modified.

Surrounding Conditions: The project is bound by Touchstone Single Family Subdivision to the North; 51st Avenue and commercial to the East; Bell Road and commercial to the South; and 53rd Avenue and commercial to the west.

Table 1: Surrounding Zoning

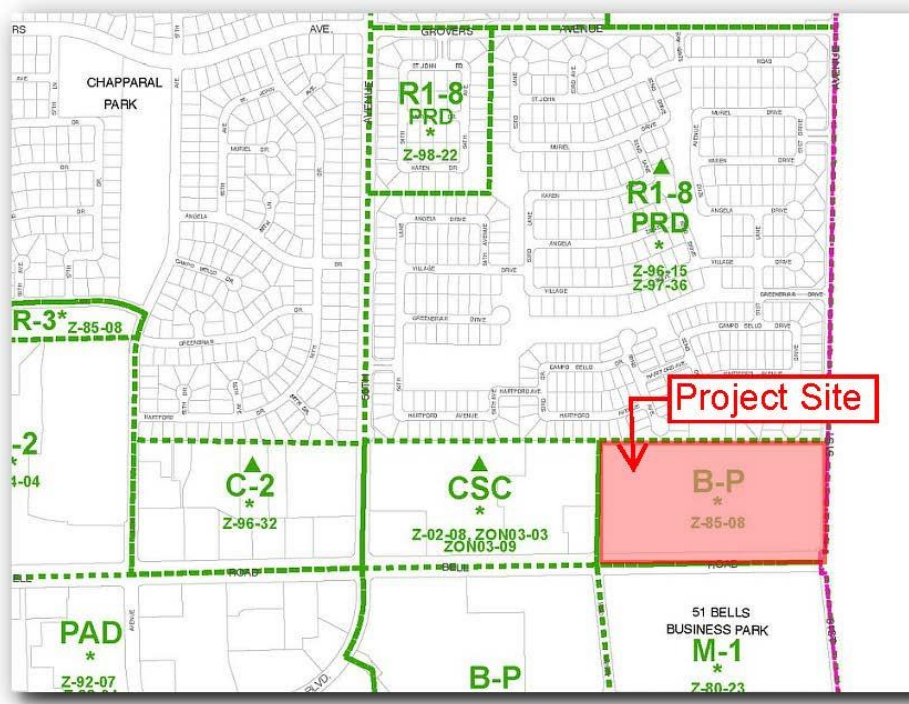
North	Touchstone Subdivision zoned R1-8
South	51 Bells zoned M-1
East	Commercial-zoned PSC in the City of Phoenix
West	Commercial Center zoned CSC
Onsite	City of Glendale zoned B-P

2.0 Planned Area Development (PAD) Plan

The request is to rezone from the existing zoning designation of B-P (Business Park) to PAD, defaulting to C-2 (General Commercial) (See **Exhibit F1:** Existing Zoning Map and **Exhibit F2:** Proposed Zoning Map).

The intent of the PAD is to:

- Promote the efficient use of land by enabling the development of individual parcels which would otherwise be difficult to develop as one,
- Enhance the existing neighborhood by providing high end standards for quality commercial, and
- Provide a mixed-use development with jobs, office, shopping/retail and open space.



CITY OF GLENDALE EXISTING ZONING ORDINANCE MAP

51 Campana will be comprised of an upscale commercial center which will offer a high quality of commercial pad locations for various uses to include office buildings, emergency medical care facility, retail and fast food drive thru. Careful attention will be made to design a development that promotes architectural design variety with a distinct sense of community (See **Exhibit J**, Conceptual Elevations). The community will utilize shared driveways and cross access agreements and vehicular access will be provided from 51st and 53rd Avenues and Bell Road as more clearly depicted on the preliminary master plat (See **Exhibit B**, Preliminary Master Plat).

Development Schedule

51 Campana will be planned uniformly to ensure theming is accomplished with color, signage, landscaping. The parcels will be tied together with complimenting architecture, shared driveways and all offsite improvements with limited onsite backbone improvements to be completed by Empire as soon as design is complete and approved by the City in whole prior to closing or selling any

parcels. Each parcel will be built as individual parcels. Timing for construction of the development will be based on numerous factors, such as market demand and absorption levels, as well as the ability of the Applicant to find a suitable builder/developer for each parcel.

3.0 Development Standards

51 Campana is a proposed commercial office project. 51 Campana, through its design, will accomplish all of the engineering, land use and design expectations of the surrounding community, and required by the City, to make this project a wonderful commercial and office community for the existing neighbors.

Coordination will be completed with the design team and staff on developing the site plans for each commercial pad. The development standards established for this project have been carefully considered to allow for flexibility within this neighborhood. This PAD will create the opportunity for variations to the minimum standards and requirements. See the comparison Table 3.

Table 2: Site Data Table C-2 PAD Parcel

Gross Area	20.74 acres
Net Area	17.87 acres

Table 3: Commercial PAD Development Standards Table

	C-2 District Standards	Proposed PAD Standards
Minimum Net Lot Area	N/A	N/A
Minimum Lot Area	N/A	N/A
Minimum Front Setback	25'	25'
Minimum Rear Setback	60' to residential; 15' to nonresidential	60' to residential; 15' to nonresidential
Minimum Side Setback	60' to residential; 15' to nonresidential	60' to residential; 15' to nonresidential
Minimum Street Side Setback	25'	25'
Maximum Structure Height	30'	30'/36'*
Maximum F.A.R.	.3	.3
Landscape Requirement	20%	20%**
Landscape Buffers	15'	15'

*This PAD will allow for non-occupied architectural elements on buildings for this project at a maximum height of 36' on pad 1. This architectural feature will help identify this as the cornerstone of 51 Campana.

**Each pad/parcel is required to meet the minimum percentage of landscaping which shall include the offsite landscape frontage.

Permitted, Conditional and Accessory Uses

The development standard and use of this PAD would default to most current C-2 General Commercial of the City of Glendale Zoning Ordinance in regards to all permitted, conditional and accessory uses. If the end users require deliveries all City of Glendale ordinance guidelines will be followed.

In addition to the permitted C-2 uses, this PAD would permit the following uses without a separate Conditional Use Permit.

1. Emergency medical care facility twenty-four (24) hour operations with ambulatory service on pad 1
2. Limit up to three (3) restaurant drive-thrus along Bell Road and one along 51st Avenue.
3. Mini-storage/self-storage warehouse

The following uses are prohibited:

1. Pad 8 (northwest corner of the site off 51st Avenue) cannot be a restaurant drive-thru
2. Billboards
3. Digital Billboard Signs
4. Check Cashing Facilities
5. Tattoo Parlors & Piercing Facilities

4.0 Development Product

The final building designs will be created for 51 Campana by the end users and developers of each pad. Each will design and submit floor plans and elevations to the City for Design Review, which will conform to the City of Glendale's Commercial Design Standards and each will be processed individually. Conceptual elevations have been included to provide a basic direction of the modern office and retail design proposed for 51 Campana. The materials that could be used and the color palette are discussed below. These guidelines outlined below will be incorporated by each developer to match the overall development color palette, material and architectural style; which will provide a high quality consistent design with harmonizing signage and theming to create a uniform and complementary commercial development. (See **Exhibit J**, Conceptual Elevations)

The 51 Campana Planned Area Development has been envisioned to create an energetic, mixed-use environment that incorporates a diversity of massing scenarios within a dynamic vertical regime. Each new building design will be reviewed and approved through the City's design review process with respect to the general representation of scale, massing, design color, materials, and overall visual strength, particularly as viewed from the pedestrian and vehicular perspective.

Context and Character

The 51 Campana PAD responds to the philosophy that high-quality architecture and place-making is an outcome of not just skilled and purposeful design

efforts but of sensitively responding to the character of the surrounding natural and built settings as well as to a large number of regional, historical, cultural, and environmental resources.

Thus, the themes are expected to recur throughout the 51 Campana environment, each time reinforcing the notion that every structure contained within the development will be a unique response to its context.

51 Campana Environment

The 51 Campana Planned Area Development has been envisioned as an energetic, retail and employment-based environment. This document incorporates design guidelines that exceed typical rezoning-level standards. This objective will be reinforced through sensitive site planning, native landscape materials application and appropriate architecture.

General guidelines that address the intended architectural responses to local and regional context, scale, proportion, massing, architectural detail, material and color as suggested above are as follows:

- Building design should foremost consider the unique qualities and character of the 51 Campana development and the surrounding area.
- Multiple buildings on the same site or in closely related areas should share a common design theme and complement material to that of nearby buildings. However, precise replication of the same building on the same site or in the same area without modification for the building's unique setting and orientation are discouraged.

While the architectural design will vary for each building depending upon location, use, and appropriate massing, the structures in 51 Campana will advocate native design themes that create continuity between buildings and land uses, and will be consistent with the context of the project's overall development theming.

Site Design

Site planning in 51 Campana will respond to the natural characteristics of the site including topography/drainage patterns, circulation, and visual resources. The orientation of buildings and outdoor spaces in 51 Campana will consider the effect of access, circulation and preservation of views from Bell Road. New office structures should be organized to provide buffer from the existing residences to the north and minimize unprotected east and west facing walls and window openings where solar control is difficult to achieve. Retail shops and restaurant/service structures will be oriented as best possible to provide view corridors to the north portion of the site while creating an open and inviting feel along Bell Road.

Site plans in 51 Campana should demonstrate a coordinated approach with the development of adjacent properties. New construction should consider the following sympathetic relationships in site plan design:

- Incorporate pedestrian circulation and open spaces, with benches,

outdoor eating areas and courtyards, enhanced through the utilization of a variety of materials, landscaping, signage and lighting.

- Enhance regional pedestrian networks and connectivity with adjoining developments and neighborhoods by providing pathways linking on-site facilities to other destinations
- Encourage the grouping of service areas, refuse collection facilities and other similar functions for the purpose of efficiency and better management site impacts. Where such functions are not compatible, provide adequate buffering to minimize the impacts to development.
- Offer visual and physical linkages between adjoining uses and sites where the coordinated approach benefits the function, efficiency and visual unity of the larger context of development.
- Maintain appropriate distances between structures to minimize the impact of parking.
- Parking for each development within 51 Campana will be provided via onsite surface parking lots, with controlled points of access from adjoining thoroughfares. Parking areas shall include landscape treatments to break up the monotony of large paved areas, providing shade and defined access points in parking areas, with aisles oriented to facilitate pedestrian movement to the building(s) served as well as pedestrian paths creating a pedestrian-friendly environment. Any proposed parking canopies or parking structures shall be architecturally linked to the primary structure.
- Solid waste collection areas and mechanical equipment, including equipment located on a rooftop, but not including solar panels, should be screened from the view of a person standing on the property line on the far side of an adjacent public street.
- Encourage continuity of perimeter open space and thematic landscape designs to ensure compatibility with the public streetscape. The landscape perimeter shall be compatible with the surrounding thoroughfares.
- Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscape so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets. Screening materials for solid waste collection and loading areas shall be the same as, or of equal quality to, the materials used for the principal building.
- Lighting materials and features in 51 Campana shall be designed in accordance with common light standards for the PAD and will be located to minimize the "bleeding" of light onto any adjacent residential properties to the north, but also be suitable for safety and visibility of directional signage. The height of parking lot lighting shall be consistent with adjacent developments, and will be consistent with City of Glendale standards. Site Lighting for 51 Campana shall consist of: a) Streetlights (located in street rights-of-way), b) parking lot lights, c) support landscape lighting, d) sidewalk lighting, d) bollards, and e) other building entrance and pedestrian way lighting, depending on structural preferences.
- Screening devices, site walls and enclosed service, loading and refuse areas should be designed to be an integral part of the building architecture.

Building Design

The design of buildings should share similar design characteristics and design expressions. Precise reproduction is not desirable. The utilization of similar colors, materials and textures as well as repeating patterns, rhythms and proportions found within the architecture of other buildings in the center is encouraged.

Following are some more general considerations pertaining to Structure Massing, Orientation and Theming:

- The design of office buildings should incorporate passive architectural solutions to the most exposed faces of buildings to avoid solar exposure thus resulting in unnecessary heat gain. Design solutions to address this risk may include such features as perforated metal screens, awnings, galleries and arcades, extended eaves, horizontal projections between floors, recessed and/or punched windows, lattice and trellis features, light shelves and/or other such devices to mitigate the exposure of exterior wall and window surfaces.
- Buildings should reduce their perceived bulk by dividing itself into smaller distinct volumes, masses, and shapes. As a general rule, a building should exhibit multiple smaller intersecting masses.
- The use of shading features is encouraged where pedestrian use will be heaviest (i.e. building entries and porte-cocheres, pathways between building/transit facilities, perimeter locations where pedestrian activity justifies). Avoid creating areas of redundant shade such as occurs by placing an awning beneath an extended eave.
- The traditional means of diminishing a building's perceived mass is by dividing it into horizontal segments that relate to the base, middle and top of the structure. Most structures conform to this model though methods of breaking up the mass of a building. Design approaches that attempt to exaggerate the mass of a building or intend a monolithic appearance are discouraged in most cases.
- Rooflines, relative building heights, orientation of entrances and other major architectural elements of the buildings shall be designed within the context of the overall development. Building design shall complement the surrounding area, with contrast encouraged where appropriate or beneficial to the overall development. Buildings shall include articulated wall planes, projection and recesses to provide shadow and depth, and will combine multi-story forms with stepped, stacked or sloped facades.
- Building frontages and sides that are oriented to the street or other public areas are encouraged to incorporate a combination of pedestrian level display windows, storefronts, and store entrances
- To activate a building frontage, primary entrances should be located at frequent intervals of no greater than 100 feet.
- Long storefronts should incorporate design features which address the impacts to the pedestrian resulting from extensive inactive pedestrian frontage. Solutions may include enhanced pedestrian areas, generous open space and landscaped areas, site walls and raised planters and other features or elements intended to address the pedestrian realm. Long

continuous wall planes should be avoided.

- Buildings frontages should exhibit human scale detail, windows and other openings along ground floor pedestrian areas. Primary entrances to buildings should be distinguished with facade variations, porticos, roof variations, recesses or projections, or other integral building forms.
- The application of features including distinct and multiple architectural roof forms, clearly pronounced eaves, and distinct parapet designs and cornice treatments may achieve a well-defined building top.
- The apparent mass of a building may also be reduced by incorporation of some of the following techniques:
 - Distinction in roof form and parapet heights
 - Incorporating clearly pronounced recesses and projections
 - Presentation of wall plane off-sets (dimension established by building section)
 - Application of other reveals and projections and subtle changes in texture and color of wall surfaces
 - Use of recessed windows with mullions
 - Manipulation of ground level arcades and second floor galleries/balconies
 - Use of protected and recessed entries
 - Treatment of vertical accents or focal points
- Primary building entrances shall be designed to provide shade for pedestrians. This objective shall be accomplished through the use of a combination of 2 or more of the following features at the primary building entrance:
 - A canopy, portico, archway, arcade, or similar overhang that provides architectural interest and pedestrian protection;
 - Peaked roof forms;
 - Raised corniced parapets over the door;
 - Outdoor pedestrian features such as seat walls and landscaping with seasonal color or permanent landscape planters with integrated benches; and/or
 - Architectural detailing such as tile work and moldings integrated into the building structure.

Building Materials and Color Palette

Structures in 51 Campana shall be designed to encourage commercial development that incorporates facade features that are unique to the development and create a destination feel. To encourage the development of a built environment that produces continuity while fostering architectural diversity at the same time the appearance for multi-building or phased commercial developments shall be characterized by the use of compatible materials, colors, and architectural character as they build out over time. To produce this effect buildings within 51 Campana shall conform to the following guidelines:

1. Encourage building materials within 51 Campana that are durable and have low maintenance requirements when used in a desert environment.
2. The architectural design of buildings within a commercial center, including freestanding pad buildings, shall provide complimentary architectural styles

in terms of the character, materials, texture, color, and scale used on the buildings.

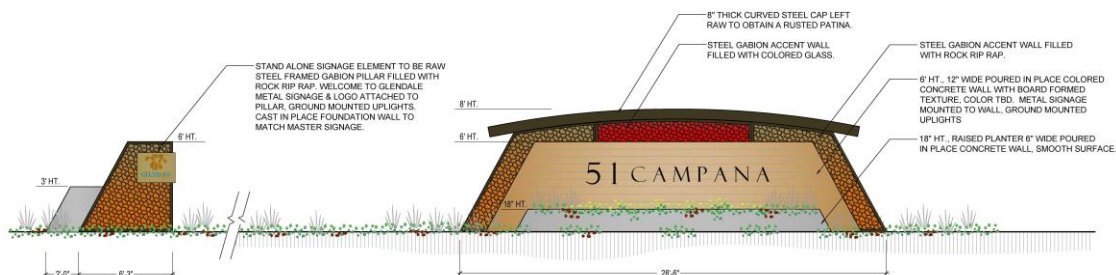
3. Building designs that reference construction methods, use of materials, and cultural architectural responses of past indigenous civilizations and cultures are acceptable. Representative design types may suggest heavy and massive appearance, aggregate concretes, masonry, rammed earth, and suggestive use of water.
4. Building designs should reference the region's naturally occurring material colors and textures within a material and color pallet that has depth and variety.
5. All sides of a building should reflect continuity in architectural detail and character. All site walls and screen walls should be design-integrated with surrounding buildings.
6. A rich material base that emphasizes variety is encouraged on the wall planes, roofs and ground plane. If stone or decorative block veneers are incorporated, the material should be used to highlight significant building features and massed elements.
7. Changes in paint color, building material and/or texture should occur with a salient horizontal change in wall plane or in concert with a strongly pronounced wall detail change.
8. For purposes of durability, function and appearance over the life of a building, awnings and similar manmade shading elements composed of metal or other rigid material are preferred over cloth and fabric materials.
9. Primary exterior materials for new construction within the 51 Campana PAD may include the following:
 - Brick;
 - Stone (natural or simulated);
 - Integrally-colored, split face or ground face concrete masonry units (CMU);
 - Textured tilt-up concrete panels; Traditional cement hardcoat stucco;
 - Exterior Insulation and Finish Systems (EIFS); Standing seam metal roofs;
 - Concrete and clay tile roofs; Clear and tinted glass; Mosaic tile;
 - Wood (limited to architectural accents); and Architectural metal;
 - Additional materials are allowed provided they are of a comparable quality, durability, and character.
10. Colors and materials should be used to create visual harmony within 51 Campana as well as accent colors to provide variety and interest. Color encouraged within the development are as follows:
11. Desert hues and other "earth tones", including:
 - Earthy browns, sepias, and tans;
 - Dark reds and maroons;
 - Dark oranges;
 - Dark greens;
 - Deep sky blues to gray-blues;
 - Ochres, yellow-browns;
 - Variations of the above colors that result from natural weathering or oxidation processes (rusts, grays, etc.);

- Muted shades of blues, greens and reds found in the natural desert color;
 - Colors appearing in natural stone utilized in buildings.
12. The following architectural treatments are generally discouraged in the 51 Campana PAD:
- Un-textured or unarticulated tilt-up concrete panels;
 - Asphalt shingle roofs;
 - Extended bands of vibrant and/or highly contrasting colors that is unrelated to the architecture;
 - Long uninterrupted expanses of any one material, color, or texture;
 - Highly reflective, polished or glossy materials should be limited and may be inappropriate in some areas, particularly those areas with freeway frontage;
 - Excessive use of decorative detail applied to the surface of a building;
 - In most cases dramatic changes in paint color, material and/or texture at outside corners of buildings should be avoided. Building mass that is not segmented by a color or material should be resolved by turning the corner and accepting other design treatments;
 - The use of bold and highly contrasting geometric paint schemes, banding and other applied graphics unrelated to the building architecture and uncharacteristic of structures in the area;
 - Awning designs that are composed of bright, highly contrasting colors and which are translucent or illuminated from within.

5.0 Landscaping, Entry Features, and Perimeter Walls

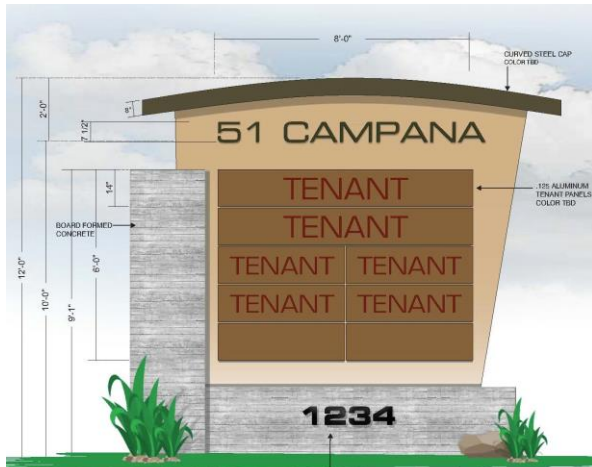
51 Campana will feature lush desert landscaping with elegant wall design and entry monimentation. Landscape provided along the sites north, east and south boundaries is 7.2% of the overall 20% minimum. Each pad will be required to meet the required 20% landscape in their individual designs which shall include the offsite landscape frontage. Materials used will complement the surrounding neighborhoods while adding its own distinct signature. All plant material throughout the project will be chosen for their qualities of lushness and color capabilities (See **Exhibit H**, Preliminary Landscape and Wall Plan). Trees will be planted along the north property line within the required 15 foot landscape setback. The selected trees will provide additional screening from the existing residential community to the north and will closely match and complement the existing vegetation and trees along the north property line of the adjacent property to the west. In addition the existing wall, which ranges from 8 feet to 9 feet in height, along the north property line will remain in place and provide another layer of privacy for the existing residences. The landscape maintenance will be the responsibility of each pad owner.

Signage: All signage within 51 Campana will default to the C-2 zoning standards of the City of Glendale Zoning Ordinance and be subject to final design review approval. Empire will complete the design and installation of the



entry monumentation at the northwest corner of 51st Avenue and Bell Road; which will include a “Welcome to Glendale” gabion sign along with a metal arch and glass gabion to satisfy the art component requirement similar to the one depicted below (See **Exhibit I-1**, Preliminary Signage).

51 Campana will provide three multi-tenant signs located on pads 2, 6 and 7 (See **Exhibit I-2**, Multi-Tenant Sign). Preliminary designs are provided but the final signs will maintain a level of quality and cohesive design themes for the



project. In replacement of directory signs each freestanding building over 10,000 square feet will be allowed one projecting sign not to exceed 30 square feet in size. All signage shall be located outside of public right of way and sight visibility triangles.

Lighting: The lighting scheme for 51st Ave and Bell shall comply with the City of Glendale’s Code and be subject to final product design review. In addition light shields will be installed for all lights along the north property line of this project to minimize light pollution into the existing residences to the north.

Parking: This development rezone to PAD will default to most current parking standards as required by the City of Glendale; with exception for commercial pad 1. Pad 1 is planned as Medical office with the end use being an Arizona General Hospital Emergency Room (AZGH ER), which would typically require 1 space per 150 sf. Typically the AZGH ER’s receive 25 to 35 visits per day with a staff of 7 people at one time, which is well below the 57 spaces required based on a parking ratio of 1:150 sf. Due to the significantly lesser anticipated trips at these ER facilities versus a typical medical office, a reduction to 1:300 sf will be provided to eliminate unnecessary parking and reduction of the heat island effect for the area.

Mail Boxes: Mailboxes will be provided as required by the City of Glendale requirements, and will be designed during site planning process.

Theming: The landscape concept for 51 Campana will utilize a plant palette indigenous to the area and will be complementary to the proposed architectural theme. Drought resistant plants and trees will be the predominant materials used in the overall landscape design with colorful accent materials incorporated in the open spaces. Streetscape standards along 51st Avenue and along Bell Road will include plant materials compatible with the City's street landscape program.

Walls and Fencing: Screen walls will be provided by each pad developer, as required during the design review process, and will be designed and integrated with site monumentation and signage. Small glass filled gabion columns will be provided at the wall ends near the entries off Bell Road at 53rd and 51st Avenues to provide coherence to overall theming. A combination of split-face and smooth-face block will create unique patterns with columns that will help set apart the subdivision and complement the entry feature. All walls will be painted, stained, or treated with a protective finish to allow for easy graffiti removal (See **Exhibit H**, Preliminary Landscape and Wall Plan).

6.0 Grading and Drainage Concept

The project generally slopes to the Southwest. No off-site flows or washes impact the site. The project will be designed to retain the 100-year 2-hour storm of on-site runoff. This will be accomplished with both surface retention within open space/landscape tracts and in underground retention chambers. There is one ultimate outfall location for this site at the SWC, excess water from the retention basins will flow to Bell Road.

The site is classified entirely as a Flood Zone X (City of Glendale, Maricopa County Arizona) Flood Insurance Rate Map (FIRM) number 04013C1270L, dated October 16, 2013 and panel number 1270 of 4425. Zone X is described as areas of 500 year flood; areas of 100 year flood with average depths of less than 1 foot or drainage areas less than 1 square mile and areas protected by levees from 100 year floods (See **Exhibit G**, Firm Map).

7.0 Transportation and Circulation

Regional transportation is provided by Agua Fria Freeway (Loop 101) and Interstate 17 (I-17) that runs east-west approximately 2 miles to the north and north-south approximately 2 miles to the east of the subject site, respectively. Currently, access to the project site is provided from westbound Bell Road and from both northbound and southbound 51st and 53rd Avenues. Existing traffic signals exist at the intersection of Bell Road and 51st & 53rd Avenues, these are not anticipated to be modified. The interior street pattern will be designed to loop through the site via cross access easements providing complete circulation to these main points of transportation.

51st and 53rd Avenues and Bell Road are only partially improved along the project frontage with a raised landscaped median on Bell Road, a painted median on 51st Avenue, three lanes of pavement in each direction, and full curb and gutter. Empire will complete all shared roadway improvements for the Project including those for 51st and 53rd Avenues, Bell Road and an onsite Project spine system at

the time required to continue development for each individual parcel. Anticipated street improvements to be completed include the following:

- Sidewalks and public street lights along Project frontage of Bell Road and 51st Avenue;
- Widening of 53rd Avenue to include pavement and curb;
- Median break reconfiguration on Bell Road at the main shared Project entrance to provide full access into and right out only from the site;
- West bound deceleration/turn lane on Bell Road at the main Project entrance;
- The main shared entrance to the Project from Bell Road and an intersecting primary drive aisle that provides common access for all Parcels to 51st and 53rd Avenues and Bell Road.
- 51 Campana will provide an equestrian trail along 51st Avenue.

51st Avenue falls under the City of Phoenix jurisdiction, therefore all street tie-ins and proposed improvements effecting 51st Avenue will be submitted for review and approval to both the City of Phoenix and City of Glendale.

8.0 Public Utilities and Services

Empire, as the master developer of 51 Campana, will be completing all offsite and backbone infrastructure for the site as soon as design is complete and approved by the City, prior to closing any parcels. These improvements will include curb, gutter, sidewalk and LED lights along 51st Avenue and Bell Road and those described below (see **Exhibit K**, Master Developer Improvements).

Sewer: The City of Glendale has an existing 10" sewer main in Bell Road at 55th Avenue. Connection will be made utilizing the existing line in Bell Road and extending it east to 51 Campana's southwest corner at 53rd Avenue. Empire will extend this sewer line up 53rd Avenue to the shared drive in the middle of the site and then in the shared drive to the northwest corner of pad 1 and up to the southwest corner of pad 8. Taps will be provided to each pad.

Water: The City of Glendale has an existing 12" water line in Bell Road and 51st Avenue and an 8" water line in 53rd Avenue. Empire will install an 8" water line in the shared drive in the middle of the site connecting the water lines in 53rd Avenue and 51st Avenue. Three taps will be stubbed to each individual pad including a 2" domestic, a 1-1/2" irrigation and 6" fire line. The interior system will be looped through the proposed development and tie into the existing water lines.

All utilities will be underground in accordance with the City of Glendale Ordinance.

Solid Waste: Solid Waste removal services will be secured prior to final plat and is anticipated to be provided by the City of Glendale. The location of all refuse receptacles will be in conformance with the requirements of the City.

Electrical Service: Electric Service will be provided by Arizona Public Service (APS).

Natural Gas: Natural gas service will be provided by Southwest Gas.

Telephone: Telephone service will be provided by Century Link.

All dry utility backbone to be installed by Empire with the main infrastructure improvements prior to closing parcels.

Law Enforcement and Fire Protection: Law enforcement and fire protection will be provided by the City of Glendale.

9.0 PAD Required Findings and Conclusion

This proposal is consistent in substance and location with the development objectives of the General Plan and any adopted specific area plans.

The applicant is a rezone of the property to provide a unique development that enhances the City of Glendale and provides a commercial use closely matching the C-2 (General Commercial) zoning district. The request is to rezone from the existing zoning designation of B-P (Business Park) to PAD, defaulting to C-2 (General Commercial).

The result of this rezone will provide Planned Area Development with a total of eleven commercial pads.

The rezone will afford an overall improvement by providing an appropriate complimentary zoning for a vacant and underutilized parcel while delivering an aesthetic composition and true sense of continuity to the site that currently is a stand-alone undeveloped parcel in an area that is completely developed. The tax benefit of commercial relative to vacant land is captured in terms of property valuation and generation of property and sales tax thereafter.

The proposal will be compatible with other existing and planned development in the area.

51 Campana is consistent with the neighboring communities and PAD's within Glendale. The project will provide a blending of the surrounding land use and zoning designations. The parcel is bound by single family residential to the north, Bell Road and commercial to the south, 51st Avenue and commercial to the east and 53rd Ave and commercial to the west.

The proposal meets or exceeds the City's Design Expectations regarding site planning, architecture, landscaping, building materials and colors, and screening of mechanical equipment.

The Project will meet the intent of the City's Design and Development requirements in providing a higher standard commercial design through quality, marketable, and sustainable development. All individual commercial pads will require Design Review to ensure quality and consistent development.

The proposal will result in a quality living environment and accommodate desired lifestyles.

The PAD allows for a high quality new commercial uses for the surrounding neighbors. 51 Campana will provide ample parking and landscape buffers.

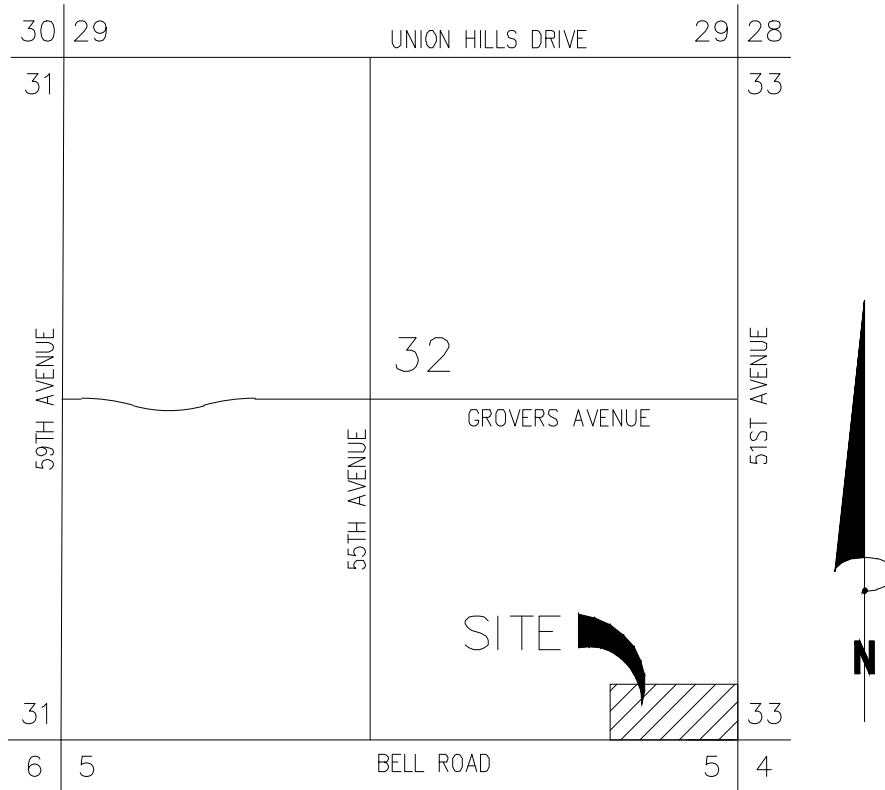
The proposed project amenities including equestrian and pedestrian trails, bike paths, landscaped areas, entry features, decorative theme walls, parks, playgrounds, and other public or commonly owned open space and recreation facilities are adequate and appropriate for this development.

Amenities within this Project include the required landscape setbacks and a decomposed granite equestrian trail along 51st Avenue.

The type and quality of house products will be consistent with the intended character of the development.

The architecture will be in general conformance with existing commercial to the west and south, providing a general desert color palette. However, because the Applicant has not secured a final developer for each parcel at this time, greater details regarding the final design of the development will need to occur separately, and will be subject to the City's design review process.

EXHIBIT A VICINITY MAP



VICINITY MAP

N.T.S.



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6617 North Scottsdale Road,
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Scottsdale, Arizona 85250
Phone: (480) 951-2207
Fax: (480) 951-3023
www.theempiregroupllc.com

VICINITY MAP
51 CAMPANA
GLENDALE, ARIZONA

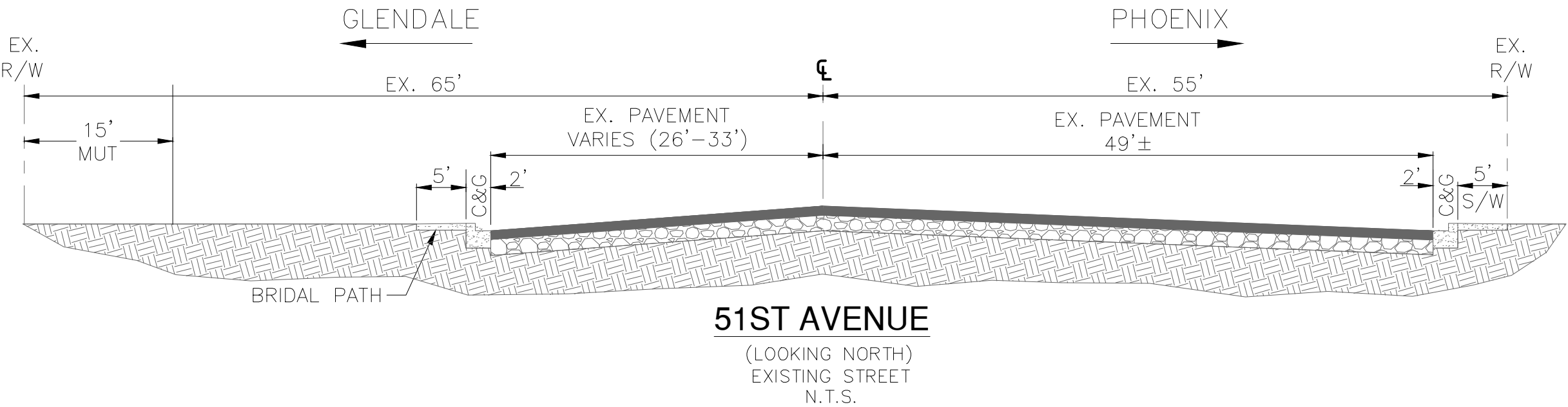
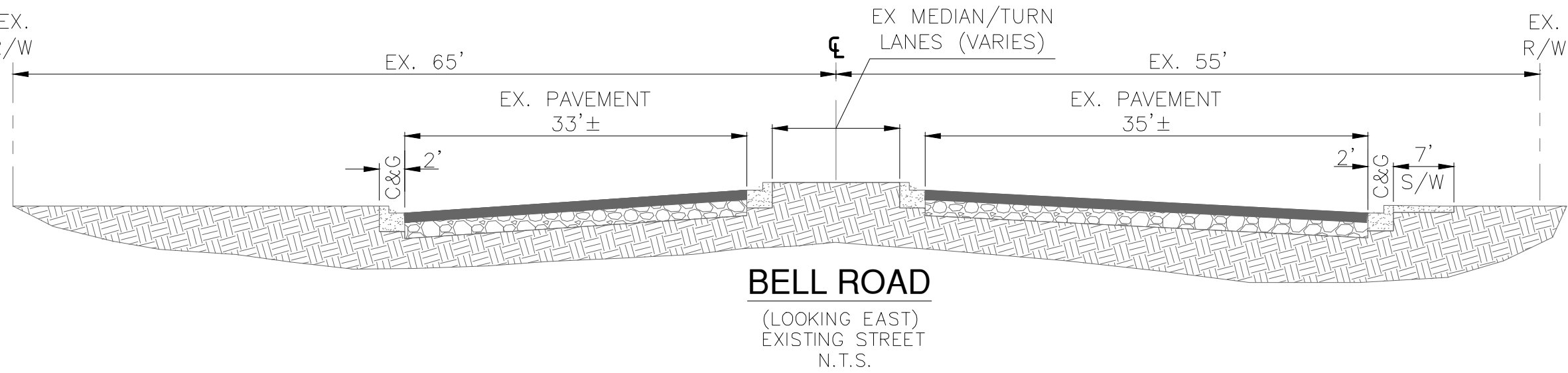
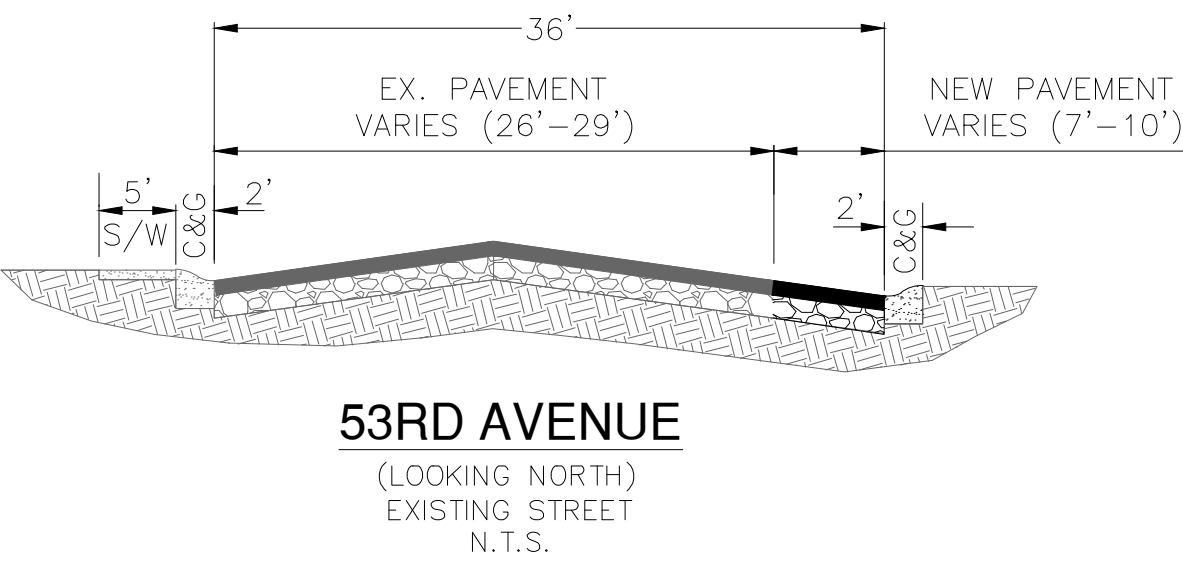
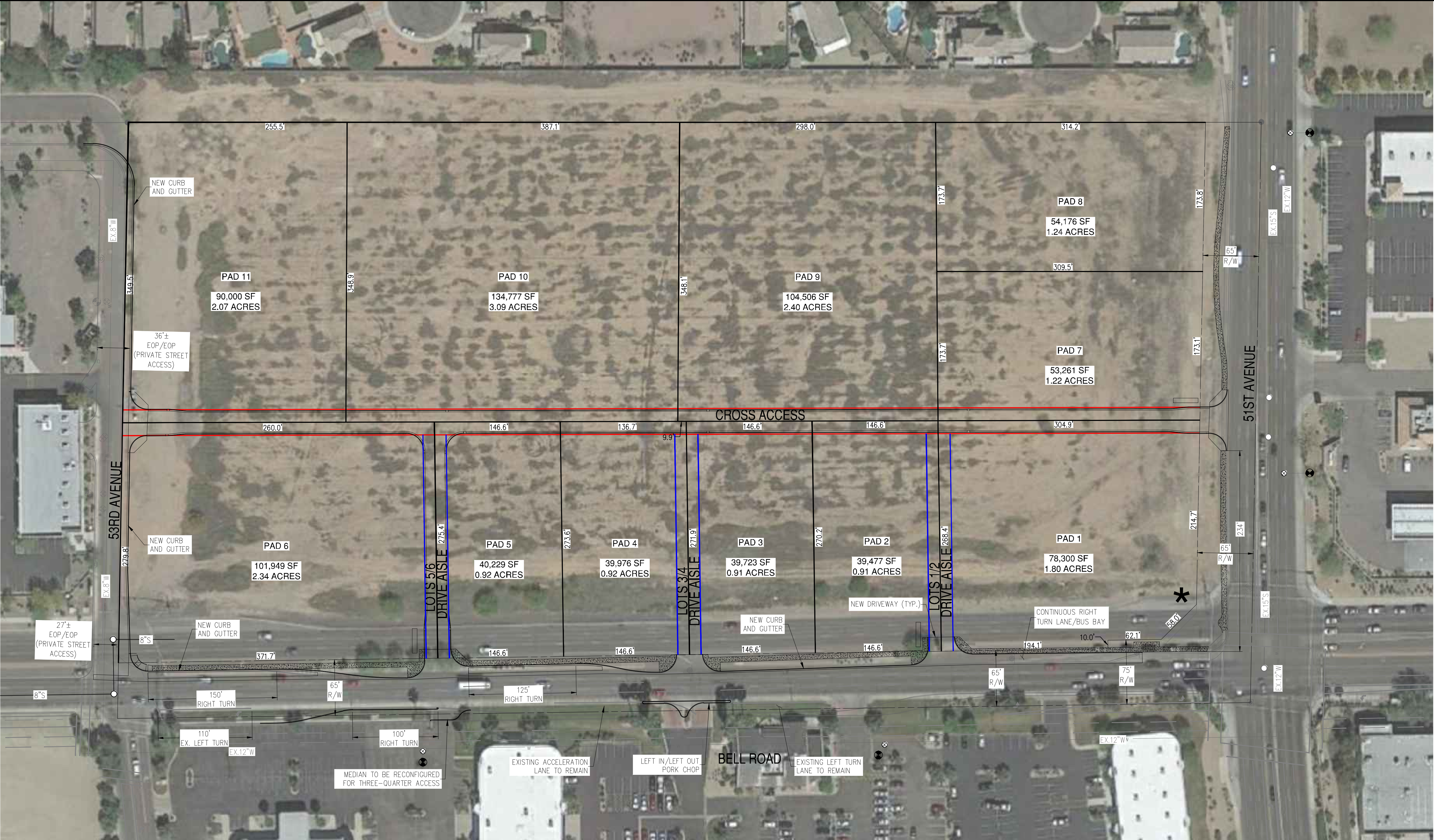
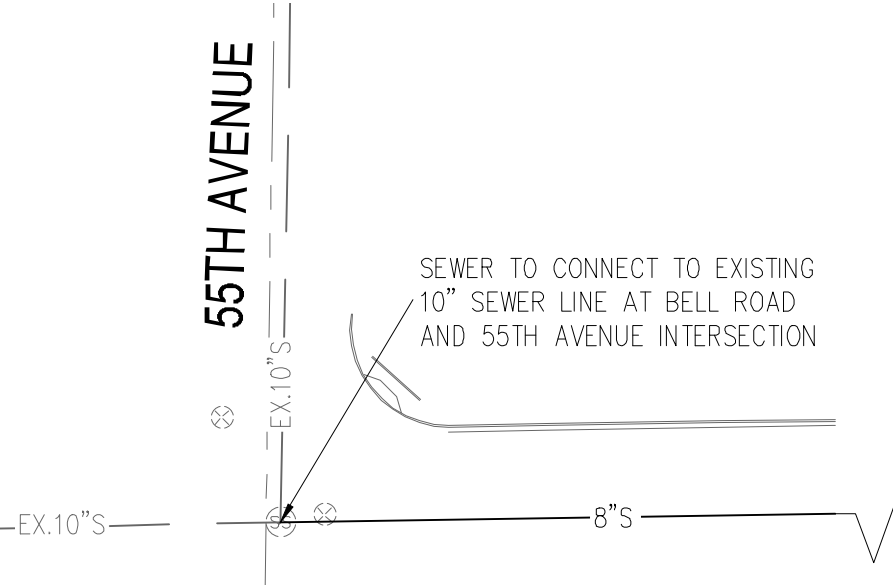
JOB #	2-015
DATE	NOV. 2015
SCALE	N.T.S.
SHT	1 OF 1

EXHIBIT B
PRELIMINARY MASTER PLAT

* WELCOME TO GLENDALE SIGN

LOT AREA		
LOT #	AREA (AC)	AREA (SF)
PAD 1	1.80 AC	78,299.99 SF
PAD 2	0.91 AC	39,477.35 SF
PAD 3	0.91 AC	39,723.14 SF
PAD 4	0.92 AC	39,976.13 SF
PAD 5	0.92 AC	40,229.08 SF
PAD 6	2.34 AC	101,949.20 SF
PAD 7	1.22 AC	53,260.58 SF
PAD 8	1.24 AC	54,176.44 SF
PAD 9	2.40 AC	104,505.58 SF
PAD 10	3.09 AC	134,776.86 SF
PAD 11	2.07 AC	90,000.28 SF

- SELLER TO COMPLETE AT THEIR COST
- SECONDARY DRIVE AISLE IMPROVEMENTS:
IMPROVEMENTS TO BE COMPLETED BY FIRST
BUYER TO START CONSTRUCTION. OTHER
ADJACENT BUYER TO REIMBURSE THRU JDA
- PROPOSED SIGN



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51 CAMPANA

PRELIMINARY MASTER PLAT

GLENDALE, ARIZONA MARICOPA COUNTY

SCALE	1" = 60'
JOB No.	2-015
DATE	MARCH 2016
SHEET	1 OF 1

EXHIBIT C

LEGAL DESCRIPTION

LOT 1 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN PLAT OF TOUCHSTONE, A SUBDIVISION RECORDED
IN BOOK 444 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA.

CONTAINING 20.746 GROSS ACRES, MORE OR LESS.

CONTAINING 17.865 NET ACRES, MORE OR LESS.

GROSS MINUS ROADWAY ENCUMBRANCES EQUALS NET.

EXHIBIT D
ALTA SURVEY

NOTES

THIS SURVEY IS BASED ON A COMMITMENT FOR TITLE INSURANCE BY STEWART TITLE GUARANTY COMPANY.
ORDER NO. 13101407 (FIRST AMENDED) DATED 01/15/14 & 01/21/14

THE PROPERTY IS SUBJECT TO THE FOLLOWING, ACCORDING TO SCHEDULE B OF SAID COMMITMENT:

1. RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
(NOT MAPPABLE)
2. WATER RIGHTS, CLAIMS OR TITLE TO WATER, AND AGREEMENTS, COVENANTS, CONDITIONS OR RIGHTS INCIDENT THERE TO, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.
(NOT MAPPABLE)
3. A RESOLUTION BY THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA, RECORDED IN DOCKET 311, PAGE 192, AND CORRECTED IN INSTRUMENT RECORDED IN DOCKET 334, PAGE 112, PURPORTING TO ESTABLISH A COUNTY ROADWAY.
(MAPPED HEREON)
4. A RESOLUTION BY THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA, RECORDED IN DOCKET 2701, PAGE 313, PURPORTING TO ESTABLISH A COUNTY ROADWAY.
(MAPPED HEREON)
5. A RESOLUTION BY THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA, RECORDED IN DOCKET 4073, PAGE 373, PURPORTING TO ESTABLISH A COUNTY ROADWAY.
(MAPPED HEREON)
6. RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 5 OF ROAD MAPS, PAGE 36.
(MAPPED HEREON)
7. RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 7 OF ROAD MAPS, PAGE 28.
(MAPPED HEREON)
8. RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 12 OF ROAD MAPS, PAGE 79.
(MAPPED HEREON)
9. RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 14 OF ROAD MAPS, PAGE 63.
(MAPPED HEREON)
10. RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 19 OF ROAD MAPS, PAGE 42.
(DOES NOT AFFECT THE SUBJECT PROPERTY - NOT MAPPED HEREON)
11. RIGHT OF WAY NO. 09-2544, GRANTED TO MARICOPA COUNTY BOARD OF SUPERVISORS AND THEREAFTER ASSIGNMENT OF RIGHT-OF-WAY TO CITY OF GLENDALE, A MUNICIPAL CORPORATION OF MARICOPA COUNTY BY ASSIGNMENT DATED MARCH 10, 1992, AS DISCLOSED BY RECORDS OF THE STATE LAND DEPARTMENT. SAID RIGHT OF WAY WAS RECORDED IN DOCKET 3440, PAGE 384, RECORDS OF MARICOPA COUNTY, ARIZONA.
(MAPPED HEREON)
12. RIGHT OF WAY NO. 09-3059, GRANTED TO MARICOPA COUNTY BOARD OF SUPERVISORS AND THEREAFTER ASSIGNMENT OF RIGHT-OF-WAY TO CITY OF GLENDALE, A MUNICIPAL CORPORATION OF MARICOPA COUNTY BY ASSIGNMENT DATED APRIL 08, 1992, AS DISCLOSED BY RECORDS OF THE STATE LAND DEPARTMENT. SAID RIGHT OF WAY WAS RECORDED IN DOCKET 4199, PAGE 259, RECORDS OF MARICOPA COUNTY, ARIZONA.
(MAPPED HEREON)
13. RIGHT OF WAY NO. 15-147, GRANTED TO AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING, AND THEREAFTER ASSIGNMENT OF EASEMENT TO MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY BY ASSIGNMENT DATED JULY 12, 1965, CHANGE OF LESSEE NAME TO U.S. WEST COMMUNICATIONS, INC., A COLORADO CORPORATION EFFECTIVE MARCH 5, 1991 AND CHANGE OF GRANTEE NAME TO QWEST CORPORATION, A COLORADO CORPORATION DATED DECEMBER 15, 2000, AS DISCLOSED BY RECORDS OF THE STATE LAND DEPARTMENT.
(BLANKET EASEMENT - NOT MAPPABLE)

NOTES

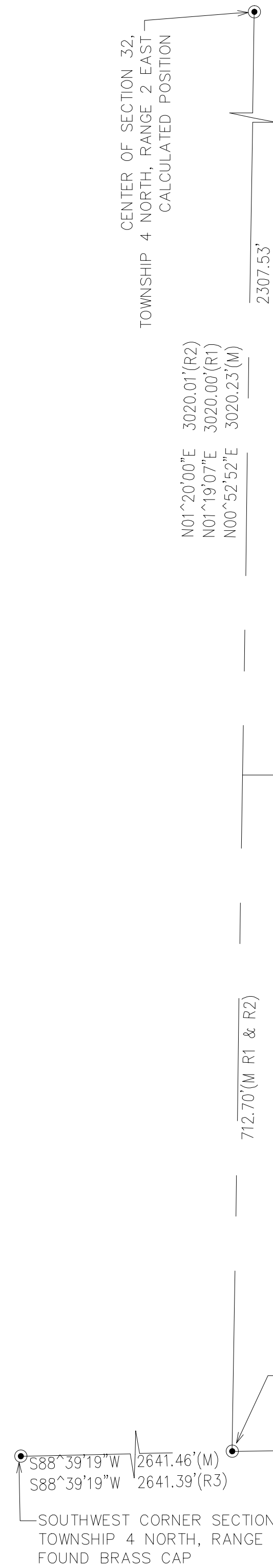
14. RIGHT OF WAY NO. 15-676, GRANTED TO AMERICAN TELEPHONE & TELEGRAPH COMPANY OF WYOMING, AND THEREAFTER ASSIGNED TO MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY BY ASSIGNMENT DATED JULY 12, 1965, THEREAFTER CHANGE OF LESSEE NAME TO U.S. WEST COMMUNICATIONS, INC., A COLORADO CORPORATION EFFECTIVE MARCH 5, 1991, CHANGE OF GRANTEE NAME TO QWEST CORPORATION, A COLORADO CORPORATION DATED DECEMBER 15, 2000, AS DISCLOSED BY RECORDS OF THE STATE LAND DEPARTMENT. SAID RIGHT OF WAY WAS RECORDED IN DOCKET 134, PAGE 61 AND THEREAFTER THE EFFECTS OF INSTRUMENTS RECORDED IN DOCUMENT NO. 96-831604 AND IN DOCUMENT NO.97-723232, RECORDS OF MARICOPA COUNTY, ARIZONA.
(MAPPED HEREON - WESTERLY EASEMENT LINE ENCROACHES AS MUCH AS 5.5' INTO THE SUBJECT PROPERTY)
15. RIGHT OF WAY NO. 14-52347, GRANTED TO U.S. WEST COMMUNICATIONS, INC., A COLORADO CORPORATION, THEREAFTER AMENDMENT TO RIGHT OF WAY DATED NOVEMBER 1, 1995, CHANGE OF LESSEE NAME FROM THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, A COLORADO CORPORATION, TO U.S. WEST COMMUNICATIONS, INC., A COLORADO CORPORATION EFFECTIVE MARCH 5, 1991 AND CHANGE OF GRANTEE NAME TO QWEST CORPORATION, A COLORADO CORPORATION DATED DECEMBER 15, 2000, AS DISCLOSED BY RECORDS OF THE STATE LAND DEPARTMENT.
(MAPPED HEREON)
16. ALL MATTERS SET FORTH IN PLANNING FILE NO. 46-092053, AS DISCLOSED BY RECORDS OF THE STATE LAND DEPARTMENT.
(NOT MAPPABLE)
17. A RESOLUTION BY THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA, RECORDED IN DOCUMENT NO. 86-68444, PURPORTING TO ESTABLISH A COUNTY ROADWAY.
(AFFECTS THE SURVEYED PROPERTY - WIDTH UNDEFINED, NOT MAPPABLE)
18. ALL MATTERS SET FORTH ON PLAT RECORDED IN BOOK 355 OF MAPS, PAGE 19, PURPORTING TO SHOW A COUNTY ROADWAY.
(AFFECTS THE SURVEYED PROPERTY - WIDTH UNDEFINED, NOT MAPPABLE)
19. ALL MATTERS SET FORTH IN RESULTS OF SURVEY RECORDED IN BOOK 1035 OF MAPS, PAGE 30.
(REFLECTS A PREVIOUS VERSION OF THIS SURVEY - MAPPED HEREON)
20. ALL MATTERS DISCLOSED BY A NOTICE OF PENDING LITIGATION IN THE MARICOPA COUNTY SUPERIOR COURT CASE NO. 2004-020078 AS SET FORTH IN FILE NO. 56-110163, AS DISCLOSED BY RECORDS OF THE STATE LAND DEPARTMENT.
(NOT MAPPABLE)
21. ALL MATTERS DISCLOSED BY APPLICATION TO PURCHASE STATE LAND NO. 53-117436-00-000, UNDER THE TERMS AND CONDITIONS CONTAINED THEREIN MADE BY JACOR HOLDINGS L.C., AS APPLICANT, FILED AUGUST 20, 2013, AS DISCLOSED BY RECORDS OF THE STATE LAND DEPARTMENT.
(NOT MAPPABLE)
22. RIGHTS OF PARTIES IN POSSESSION.
(NOT MAPPABLE)
23. TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN NOT YET DUE AND PAYABLE FOR THE YEAR 2014.
(NOT MAPPABLE)
- THERE ARE NO SETBACK, HEIGHT OR FLOOR SPACE RESTRICTIONS AS DISCLOSED BY THE CURRENT TITLE REPORT.
- THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILD CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS.
- THERE IS NO INFORMATION AVAILABLE CONCERNING ANY CHANGES IN STREET RIGHT OF WAY LINES, EITHER COMPLETED OR PROPOSED.
- THERE IS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
- THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- THE SUBJECT PROPERTY HAS NO STREET ADDRESS PER THE MARICOPA COUNTY ASSESSOR'S WEB PAGE.
- BEARINGS, DISTANCES AND CURVE DATA NOT SPECIFIED AS RECORD OR MEASURED REPRESENT CVL FIELD MEASURED DATA.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 89°11'28" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 719 OF MAPS, PAGE 4, MARICOPA COUNTY RECORDS.



100' 50' 0 100'
SCALE: 1" = 100'

LEGEND

- INDICATES BRASS CAP AS NOTED
- INDICATES SET 1/2" REBAR
- OPK INDICATES FOUND PK-NAIL
- E.B. INDICATES ELECTRIC BOX
- E.M. INDICATES ELECTRIC METER
- SWITCH & FUSE INDICATES SWITCH/FUSE
- ✖ INDICATES STREET LIGHT
- TRANS PAD INDICATES TRANSFORMER PAD
- A.R. INDICATES TELEPHONE RISER
- ⌒ INDICATES STREET SIGN
- ⊗ INDICATES STORM DRAIN MANHOLE
- ⊞ INDICATES CATCH BASIN
- ⊗ INDICATES WATER VALVE
- ⊕ INDICATES FIRE HYDRANT
- ⊗ INDICATES SEWER MANHOLE
- (R1) INDICATES BOOK 633 OF MAPS, PAGE 27
- (R2) INDICATES BOOK 444 OF MAPS, PAGE 48
- (R3) INDICATES BOOK 719 OF MAPS, PAGE 04
- (M) INDICATES MEASURED INFORMATION & BOOK 1035 OF MAPS, PAGE 30
- ▨ INDICATES PAVEMENT
- Ⓢ INDICATES SCHEDULE B ITEM NO.
- Ⓢ INDICATES TELEPHONE MANHOLE
- T.C.B. INDICATES TRAFFIC CONTROL BOX
- DOC. # INDICATES DOCUMENT NO.
- TELECOM INDICATES TELEPHONE & COMMUNICATIONS
- ASLD DOC. # INDICATES ARIZONA STATE LAND DEPARTMENT DOCUMENT NO.



LEGAL DESCRIPTION

LOT 1 OF SECTION 32, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ANY PORTION LYING WITHIN PLAT OF TOUCHSTONE, A SUBDIVISION RECORDED IN BOOK 444 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA.

CONTAINING 20.746 GROSS ACRES, MORE OR LESS.
CONTAINING 17.865 NET ACRES, MORE OR LESS.

GROSS MINUS ROADWAY ENCUMBRANCES EQUALS NET.

CERTIFICATION

TO JACOR HOLDINGS L.C., AN ARIZONA LIMITED CORPORATION; ARIZONA STATE LAND DEPARTMENT; STEWART TITLE GUARANTY COMPANY; STEWART TITLE AND TRUST OF ARIZONA;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS. JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 4, 8, 11(A), 16 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 01/18/14.

DATE OF PLAT OR MAP: 01/23/14

LARRY E. SULLIVAN
REGISTRATION NUMBER 22782
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

OWNER

ARIZONA STATE LAND DEPARTMENT
1616 WEST ADAMS STREET
PHOENIX, AZ 85007

51ST AVENUE & BELL ROAD
A.L.T.A./A.C.S.M. LAND TITLE SURVEY

COE & VAN LOO
PLANNING • ENGINEERING • LANDSCAPE ARCHITECTURE

4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
TELEPHONE (602) 264-6831

**EXHIBIT E – EXISTING
GENERAL PLAN LAND USE MAP**

GROVERS AVENUE

55TH AVENUE

51ST AVENUE

51ST AVENUE
& BELL ROAD

BELL ROAD

LAND USE DESIGNATIONS

	Medium Density Residential: 2.5 – 3.5 du/ac
	Planned Commercial



The Empire Group
6617 North Scottsdale Road,
Suite 101
Scottsdale, Arizona 85250
Phone: (480) 951-2207
Fax: (480) 951-3023
www.theempiregroupplc.com

EXHIBIT E-EXISTING LAND USE
51ST AVENUE & BELL ROAD
GLENDALE, ARIZONA

JOB #	2-015
DATE	NOV. 2015
SCALE	N.T.S.
SHT	1 OF 1

N

**EXHIBIT F-1 EXISTING
EXHIBIT F-2 PROPOSED
ZONING EXHIBIT**

GROVERS AVENUE

R1-8

R1-8

55TH AVENUE

51ST AVENUE

CSC

CSC

B-P

CSC

B-P

BELL ROAD

ZONING DISTRICTS

ZONE	GENERAL USE
CSC	Community Shopping Center
R1-8	Single Residence
R-5	Multi Family



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EXHIBIT F1-EXISTING ZONING
51ST AVENUE & BELL ROAD
GLENDAL, ARIZONA

JOB #	2-015
DATE	NOV. 2015
SCALE	N.T.S.
SHT	1 OF 1

GROVERS AVENUE

R1-8

R1-8

55TH AVENUE

51ST AVENUE

CSC

CSC

B-P

51ST AVENUE &
BELL ROAD

PAD

CSC

BELL ROAD

ZONING DISTRICTS

ZONE	GENERAL USE
B-P	Business Park
CSC	Community Shopping Center
R1-8	Single Residence
R-5	Multi Family

N



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Phone: (480) 951-2207
Fax: (480) 951-3023
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EXHIBIT F2-PROPOSED ZONING
51ST AVENUE & BELL ROAD
GLENDALE, ARIZONA

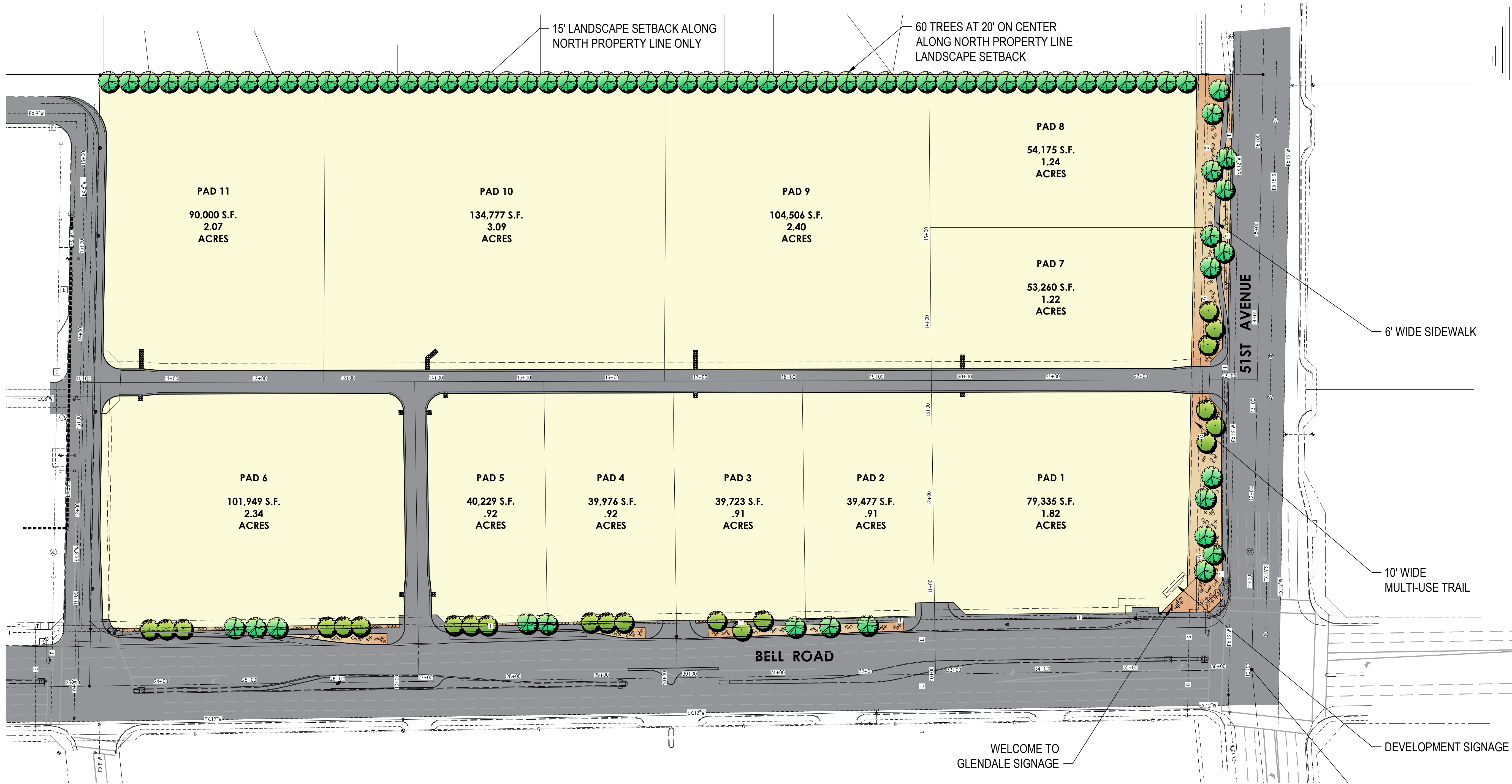
JOB #	2-015
DATE	NOV. 2015
SCALE	N.T.S.
SHT	1 OF 1

EXHIBIT G









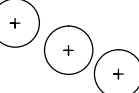

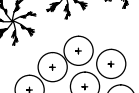
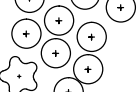













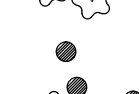
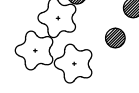





FIRM MAP

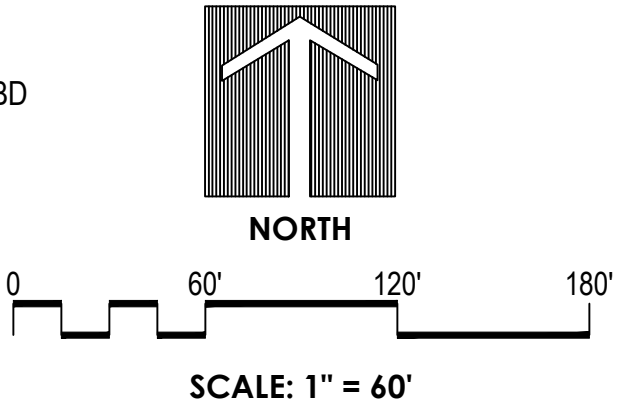
EXHIBIT H
PRELIMINARY LANDSCAPE
AND WALL PLAN

PLOTTED: ELORDEN ON 12/19/2016 AT 11:44 AM
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PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES		
	ACACIA ANEURA	MULGA
	ACACIA SALICINA	WILLOW ACACIA
	ACACIA WILLARDIANA	PALO BLANCO
	DALBERGIA SISSOO	SISSOO TREE
	PARKINSONIA X 'DESERT MUSEUM'	DESERT MUSEUM
	PARKINSONIA PRAECOX	PALO BREA
	PROSOPIS CHILENSIS 'THORNLESS'	THORNLESS CHILEAN MESQUITE
	ULMUS PARVIFOLIA	EVERGREEN ELM
SHRUBS		
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE
	EREMOPHILA SP.	VALENTINE
	LEUCOPHYLLUM CANDIDUM	THUNDER CLOUD
	LEUCOPHYLLUM LAEVIGATUM	CHIHUAHUAN SAGE
	NERIUM OLEANDER	PETITE PINK OLEANDER
	RUELLIA BRITTONIANA	BRITISH RUELLIA
	TECOMA STANS	YELLOW BELLS
ACCENTS		
	AGAVE DESMETTIANA	SMOOTH AGAVE
	AGAVE VILMORINIANA	OCTOPUS AGAVE
	DASYLIRION ACROTICHE	GREEN DESERT SPOON
	DASYLIRION WHEELERI	DESERT SPOON
	ECHINOCACTUS GRUSONII	GOLDEN BARREL
	EUPHORBIA RIGIDA	GOPHER PLANT
	HESPERALOE FUNIFERA	GIANT HESPERALOE
	HESPERALOE PARVIFLORA	RED YUCCA
	MUHLENBERGIA CAPILLARIS	REGAL MIST
GROUNDCOVER		
	ABRONIA VILLOSA	SAND VERBENA
	BAILEYA MULTIRADIATA	DESERT MARIGOLD
	LANTANA MONTEVIDENSIS	PURPLE LANTANA
	LANTANA 'NEW GOLD'	NEW GOLD LANTANA
	MELAMPodium LEUCANTHUM	BLACKFOOT DAISY
	RUELLIA BRITTONIANA 'KATIE'	KATIE RUELLIA
	SPHAGNETICOLA TRILOBATA	YELLOW DOT
	DECOMPOSED GRANITE	COLOR AND SIZE - TBD

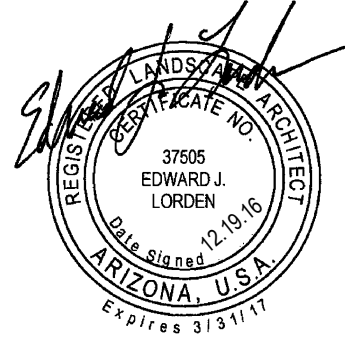


NOTE: LANDSCAPE PROVIDED ALONG THE SITES NORTH, EAST AND SOUTH BOUNDARIES IS 7.2% OF THE REQUIRED 20%. THE REMAINING 20% WILL BE INCORPORATED INTO EACH PAD DEVELOPMENT SITE PLAN.

PRELIMINARY-
NOT FOR
CONSTRUCTION

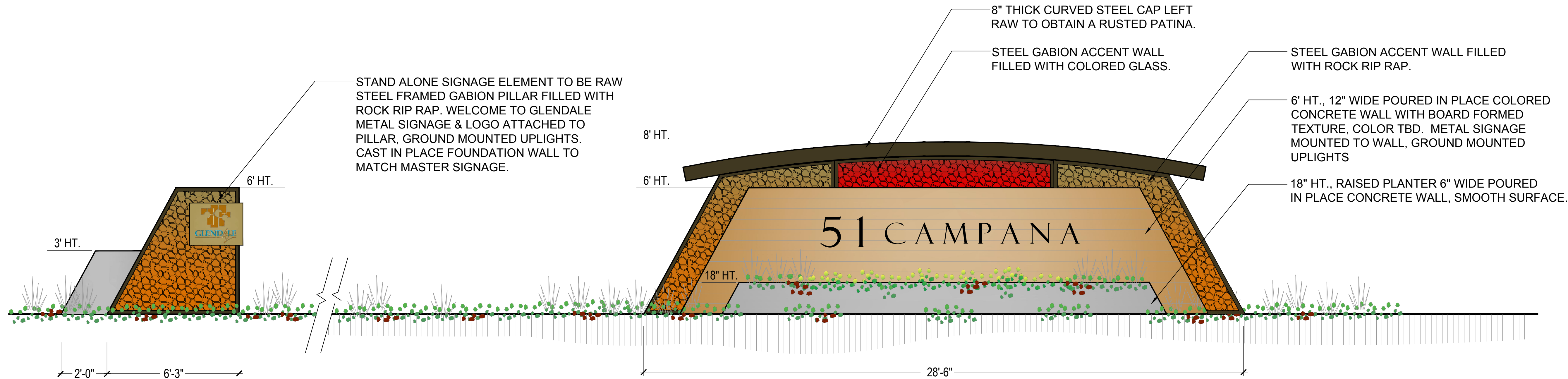
PRELIMINARY LANDSCAPE PLAN
 51 CAMPANA
 51ST AVE AND BELL RD

Drawn By: EL/ DO
 Job No: 16020
 Date: 7.11.16



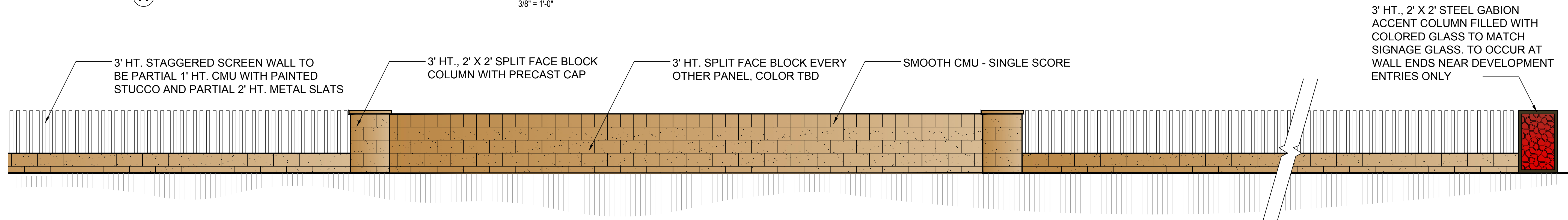
GLENDALE, AZ

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A OVERALL PROJECT MONUMENT SIGN

3/8" = 1'-0"



B 3' HT. SCREEN WALL

3/8" = 1'-0"



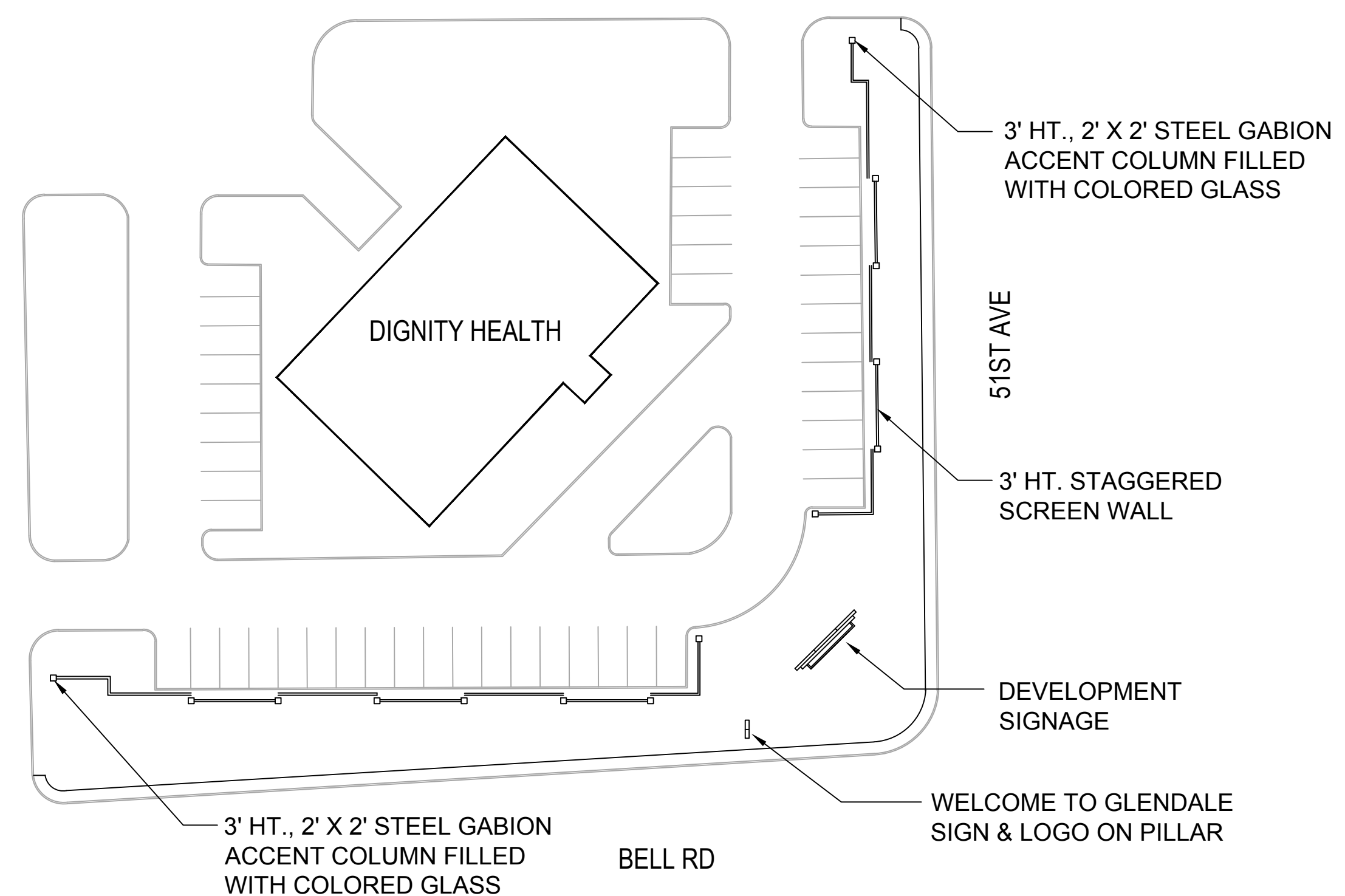
C GLASS GABION AND BOARD FORMED CONCRETE EXAMPLES

NTS



D HALO LIGHTING EXAMPLE FOR 51 CAMPANA

NTS



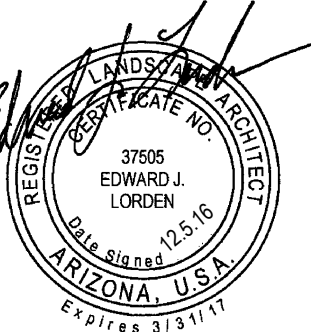
E SIGNAGE/ WALL LAYOUT

1" = 40'

PRELIMINARY-
NOT FOR
CONSTRUCTION

PINNACLE
DESIGN, INC

1048 N. 44th Street
Suite 200 Phoenix, AZ 85008
Ofc: (602) 952-8585 Fax: 952-8686



GLENDALE, AZ

OVERALL PROJECT MONUMENT SIGN AND SCREEN WALLS

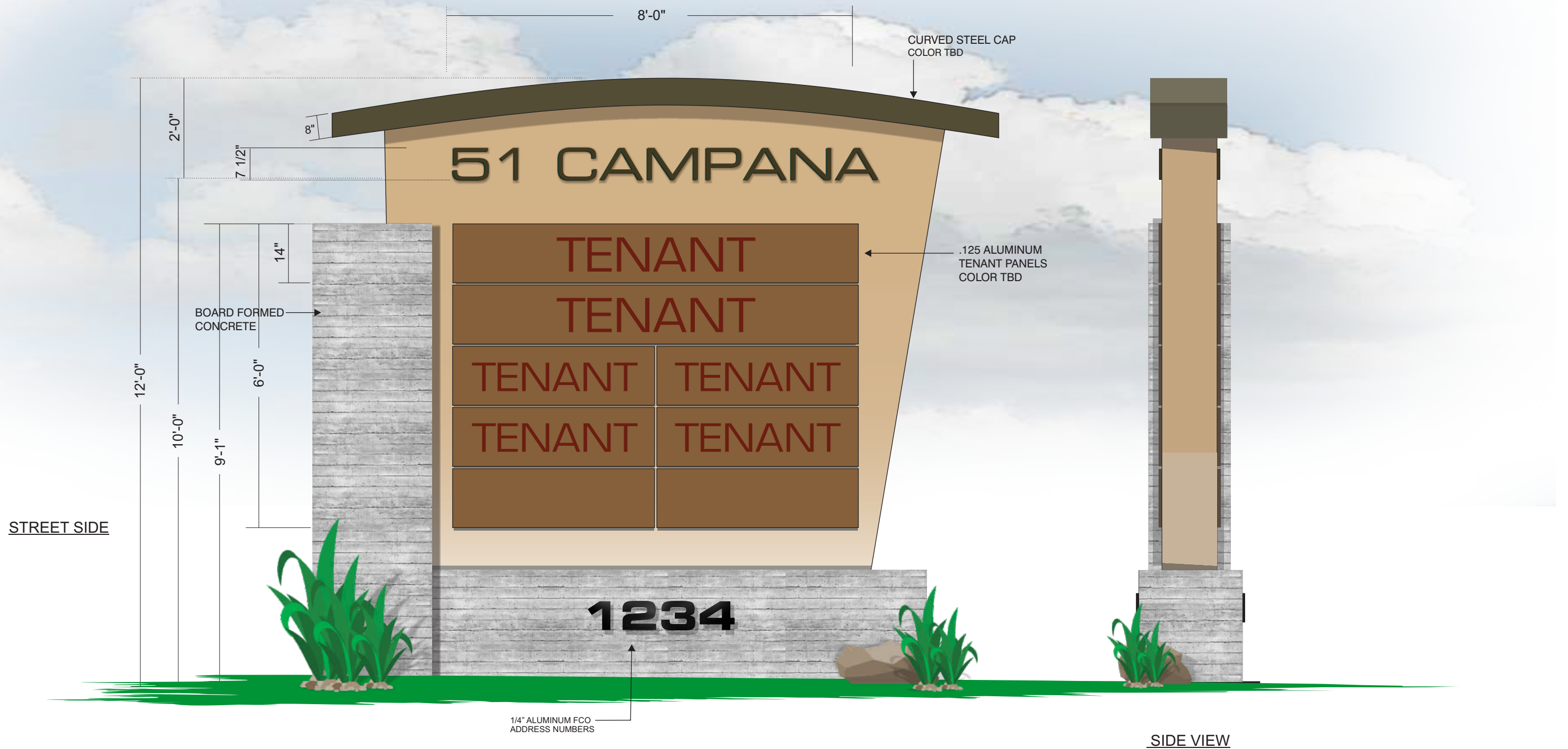
51 CAMPANA

51ST AVE AND BELL RD

Drawn By: EL/ DO
Job No: 16020
Date: 7.11.16

PL-1 of 2

**EXHIBIT I-1 and I-2
PRELIMINARY SIGNAGE PLAN AND
SIGN LOCATION EXHIBIT**



MANUFACTURE AND INSTALL ONE (1) D/F ILLUMINATED MONUMENT DISPLAY
SCALE: 1/2" = 1'-0"

All Signs Shall Be Installed In Accordance With N.E.C. Article 600
Engineering Specifications
All Signs Fabricated as per
A.S.A. Specifications & 2012 I.B.C.
Electrical Specifications
All Signs Fabricated as per
2011 N.E.C. Specifications



BOOTZ & DUKE Signs
4028 W. Whitton Ave. - Phoenix, AZ - 85019
P: (602) 272-9356 F: (602) 272-4608
www.bootzandduke.com

Customer: 51 CAMPANA	Design # 162301-03
Address: 51st and Bell Rd. Glendale, AZ	Date: 12-07-16
Salesman: Andy Gibson	Revision: [3]~ 12-16-16
Designer: T.W	Page: 1 of 1

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NOTE: ALL SIGNS MANUFACTURED BY BOOTZ AND DUKE SIGNS ARE 120 VOLT ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING.

EXHIBIT J
CONCEPTUAL ELEVATIONS




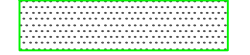


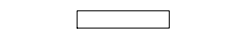
51 Campana
Exhibit K Conceptual Elevations

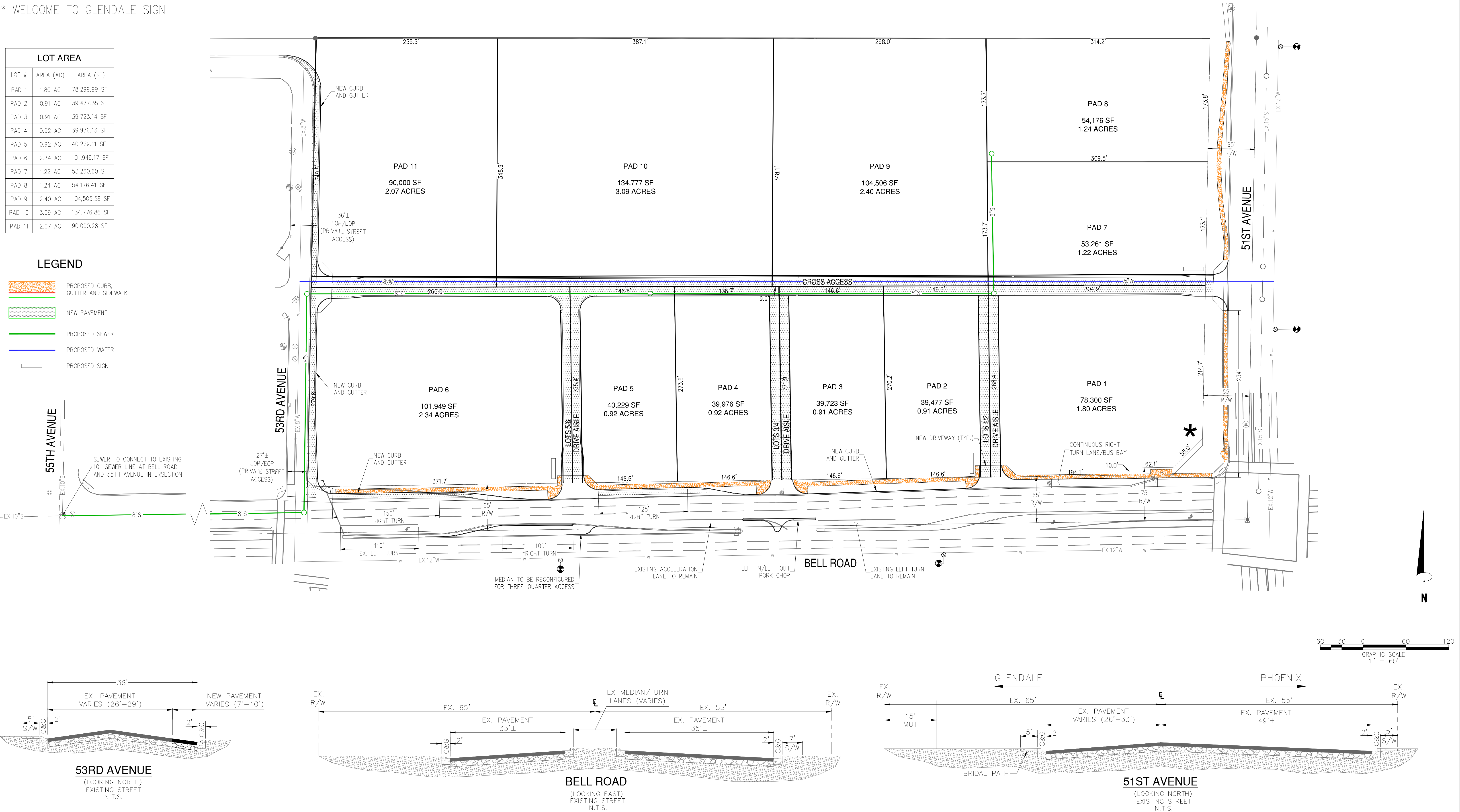
EXHIBIT K

MASTER DEVELOPER IMPROVEMENTS

* WELCOME TO GLENDALE SIGN

LOT AREA		
LOT #	AREA (AC)	AREA (SF)
PAD 1	1.80 AC	78,299.99 SF
PAD 2	0.91 AC	39,477.35 SF
PAD 3	0.91 AC	39,723.14 SF
PAD 4	0.92 AC	39,976.13 SF
PAD 5	0.92 AC	40,229.11 SF
PAD 6	2.34 AC	101,949.17 SF
PAD 7	1.22 AC	53,260.60 SF
PAD 8	1.24 AC	54,176.41 SF
PAD 9	2.40 AC	104,505.58 SF
PAD 10	3.09 AC	134,776.86 SF
PAD 11	2.07 AC	90,000.28 SF

LEGEND	
	PROPOSED CURB, GUTTER AND SIDEWALK
	NEW PAVEMENT
	PROPOSED SEWER
	PROPOSED WATER
	PROPOSED SIGN



The Empire Group
6617 North Scottsdale Road, Suite 101
Scottsdale, Arizona 85250

Phone: (480) 951-2207
Fax: (480) 951-3023

www.theempiregroupinc.com

51 CAMPANA
EXHIBIT K: MASTER DEVELOPER IMPROVEMENTS

GLENDALE, ARIZONA

MARICOPA COUNTY

SCALE 1" = 60'

JOB No. 2-015

DATE: MARCH 2016

1
SHEET 1 OF 1

Final Citizen Participation Plan

For

51 CAMPANA

5200 W Bell Road

(NWC of 51st Avenue and Bell Road)

Glendale, AZ

Case #ZON16-02

APN: 200-49-879

Prepared by:

Empire Residential Communities Fund II, LLC

6617 N. Scottsdale Road, #101

Scottsdale, AZ 85250

RECEIVED

DEC 22 2016

October 12, 2016

Glendale Planning Dept.

1. Proposed Project

51 Campana is located on the northwest corner of 51st Avenue and Bell Road. The existing land use per the general plan for the 17.87 acres is Planned Commercial and will remain the same. This application is to request a rezone of the property to provide a unique development that enhances the City of Glendale and provides an upscale commercial project. The request is to rezone from the existing zoning designation of B-P (Business Park) to Planned Area Development (PAD) defaulting to C-2 (General Commercial).

The result of this rezone will provide a 17.87 acre commercial center which will offer high quality commercial pad locations for various uses to potentially include office buildings, emergency medical care facility, retail and fast food drive thru.

2. Public Notification Technique

Planning determined that a neighborhood meeting was the most appropriate public notification technique for this project. The initial meeting was held on August 31, 2016. A second meeting was held on October 5, 2016 to be sure all neighbors had an opportunity to ask questions and provide input. A copy of the notification letters and Affidavit of Mailings are included in the CP Plan.

3. Notification

The notification area map and a list of property owners are attached in this report for each meeting. All property owners in the notification area were notified. Additionally all interested parties, homeowners' associations as well as those listed on the Additional Notification list were notified. As required, labels for each list have been included in this submittal.

4. Meeting Statistics

The first neighborhood meeting was held on August 31, 2016 and there were six attendees along with Carol Hu from City of Glendale Planning Department. The second neighborhood meeting was held on October 5, 2016 and there were sixteen attendees along with Councilwoman Tolmachoff and Jon Froke from the City of Glendale. The meeting notes for each meeting are attached which address the concerns and responses discussed during the meeting.

5. Additional Correspondence

Empire received email correspondence from neighbors with questions regarding the project. The email concerns and responses are attached.

6. Proposal Updates

The PAD proposal has been updated based on the following input from the neighborhood meetings:

- Light shields will be provided for street lights along the north property line to reduce light pollution into the existing neighbor's yards to the north.
- Trees will be planted along the north property line within the required 15 foot landscape setback. The selected trees will provide additional screening from the existing residential community to the north and will closely match and complement the existing vegetation and trees along the north property line of the adjacent property to the west
- Pad 8 (northwest corner of the site off 51st Avenue) will not be a restaurant drive-thru
- Construction and delivery hours will follow the City of Glendale Noise Ordinance
- A traffic report has been completed by a professional engineer, and submitted to the City of Phoenix (they have jurisdiction over 51st Ave) and Glendale to ensure all design and safety requirements are met. Specifically relative to traffic movements on 51st Avenue and Bell Road.

Notification Area

<i>RECOMMENDED NEIGHBORHOOD NOTIFICATION AREA</i>	
NAME OF REQUEST:	51 CAMPANA
LOCATION:	NWC Bell Road & 51st Avenue (5150 West Bell Road)
<p>The applicant wishes to amend the general plan from PC, Planned Commercial, to HDR, High Density Residential to accommodate the mixed residential component of the project and to rezone the property from BP, Business Park, to PAD, Planned Area Development, to accommodate the site plan.</p>	
ZONING DISTRICT: B-P	COUNCIL DISTRICT: Cholla



Notification Letters

August 15, 2016

Subject: 51 Campana Proposed Rezone

Project Location: 5200 W Bell Road (NWC of 51st Avenue and Bell Road)

Dear Neighbor:

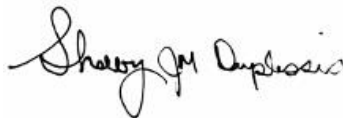
This letter is to inform you that Empire Residential Communities Fund II, LLC is applying for rezoning of the property located at the northwest corner of 51st Avenue and Bell Road. This rezoning request will provide a unique development that enhances the City of Glendale and provides an upscale commercial center. The project is located in the Cholla Council District. Our firm's request will revise the zoning of the property to allow for a high quality commercial center development for various potential uses to include office buildings, emergency medical care facility, retail and fast food drive thru.

The request is to rezone from the existing zoning designation of B-P (Business Park) to Planned Area Development defaulting to C-2 (General Commercial). This development will greatly improve the surrounding area by completing a large vacant parcel that is undeveloped and at the entrance into the City of Glendale.

I have included a site plan with this letter for your review. A neighborhood meeting will take place Wednesday, August 31, 2016, at Foothills Center 5600 W Union Hills Drive, Glendale, AZ 85308 in the Gecko Room. The meeting will start at 6:00 pm. Comments and questions will be accepted at this time. If you are unable to attend the meeting, please write, email, or call me at the contact information below. You may also contact Carol Hu with the City of Glendale at (623) 930-2553 or Chu@glendaleaz.com.

Sincerely,

The Empire Group



Shelby JM Duplessis, PE, LEED AP
Vice President of Land Development
480.951.2207 shelby@theempiregroupllc.com



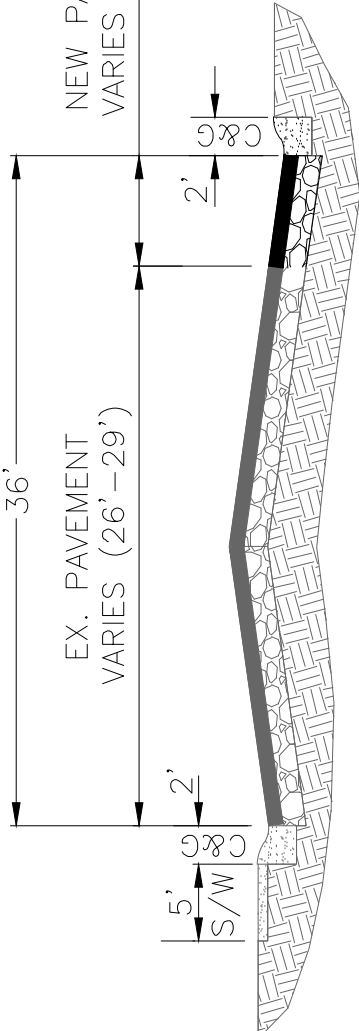
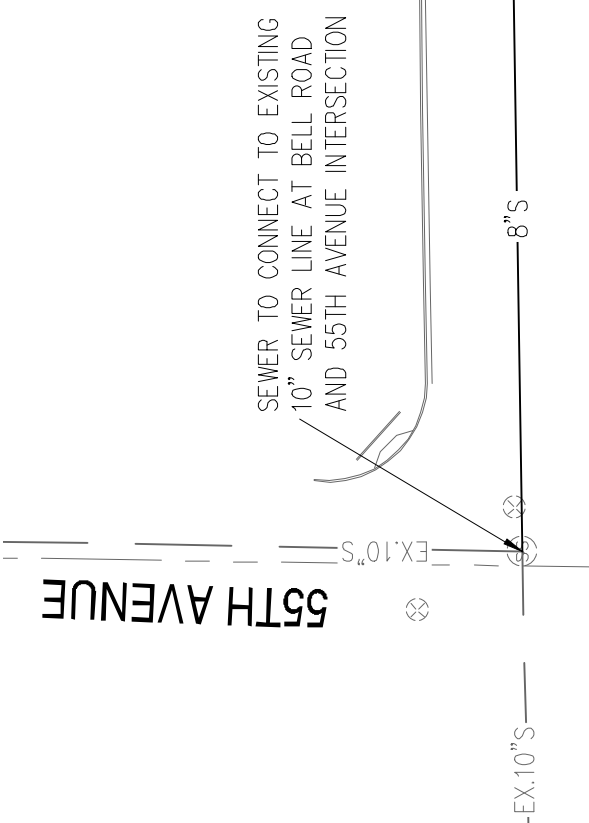
6617 N. Scottsdale Road, Suite 101
Scottsdale, Arizona 85250
Phone 480.951.2207
FAX 480.951.3023

* WELCOME TO GLENDALE SIGN

LOT AREA		
LOT #	AREA (AC)	AREA (SF)
PAD 1	1.82 AC	79,335.64 SF
PAD 2	0.82 AC	35,537.63 SF
PAD 3	1.06 AC	46,342.21 SF
PAD 4	1.00 AC	43,673.29 SF
PAD 5	0.91 AC	39,563.89 SF
PAD 6	2.21 AC	96,237.88 SF
PAD 7	1.22 AC	53,260.58 SF
PAD 8	1.24 AC	54,176.44 SF
PAD 9	2.40 AC	104,505.58 SF
PAD 10	2.43 AC	106,067.43 SF
PAD 11	2.73 AC	118,709.71 SF

SELLER TO COMPLETE AT THEIR COST

SECONDARY DRIVE AISLE IMPROVEMENTS:
IMPROVEMENTS TO BE COMPLETED BY FIRST
BUYER TO START CONSTRUCTION. OTHER
ADJACENT BUYER TO REIMBURSE THRU JDA



53RD AVENUE
(LOOKING NORTH)
EXISTING STREET
N.T.S.



The Empire Group
6617 North Scottsdale Road, Suite 101
Scottsdale, Arizona 85250
Phone: (480) 951-2207
Fax: (480) 951-3023
www.theempiregroupllc.com

51 CAMPANA PRELIMINARY MASTER PLAT

GLENDALE, ARIZONA

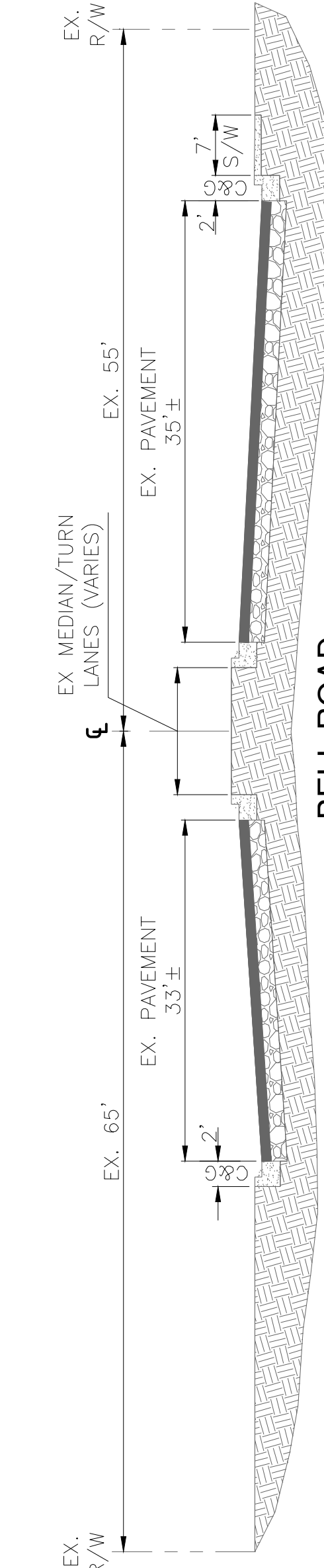
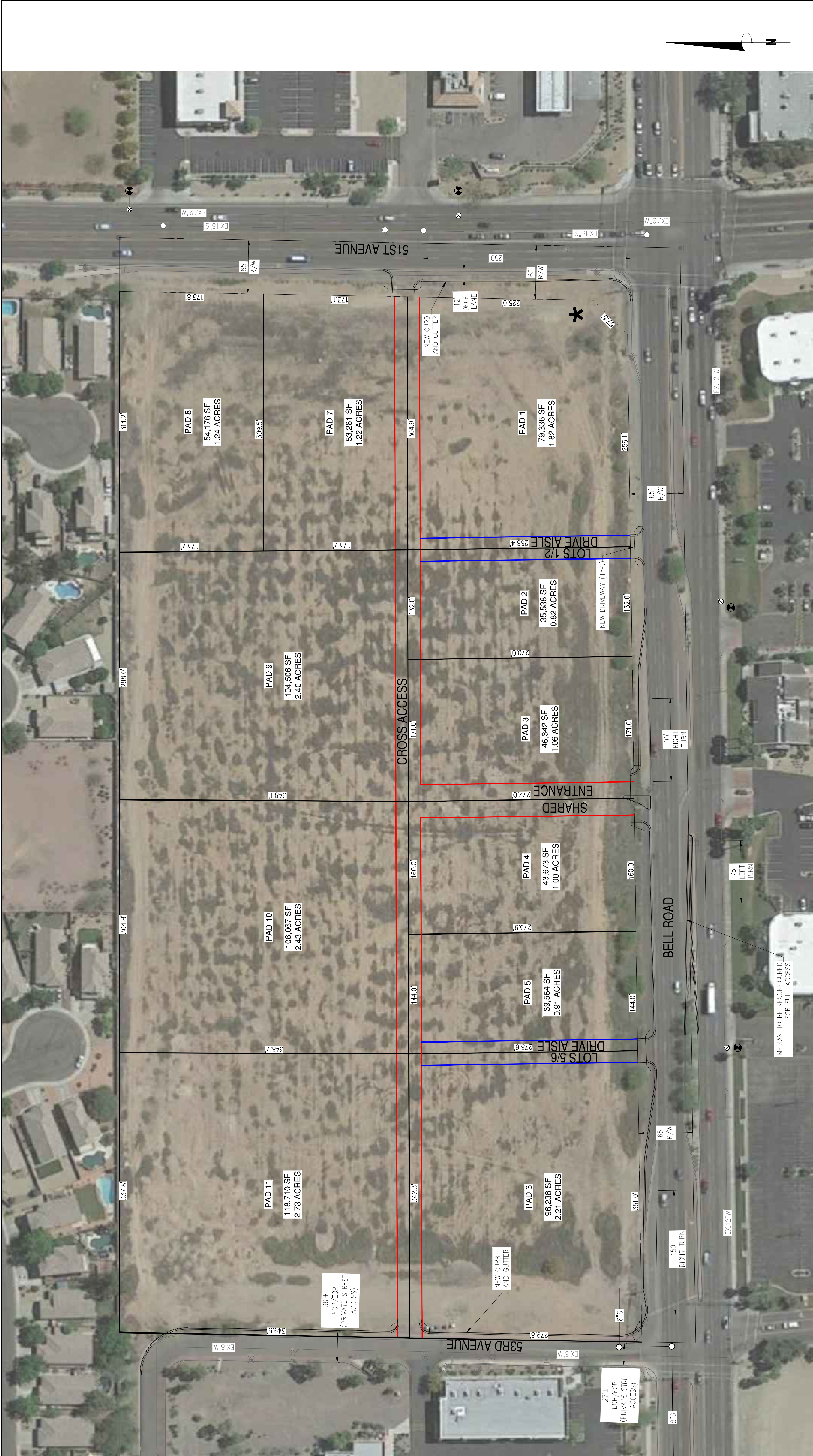
MARICOPA COUNTY

SCALE 1" = 60'

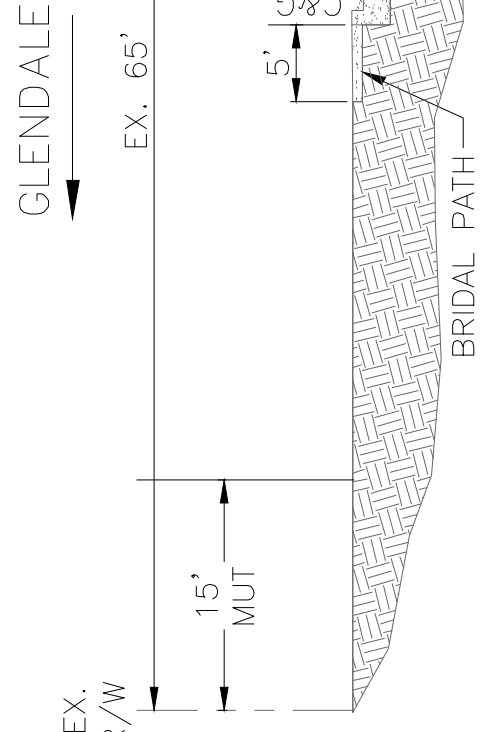
JOB No. 2-015

DATE: MARCH 2016

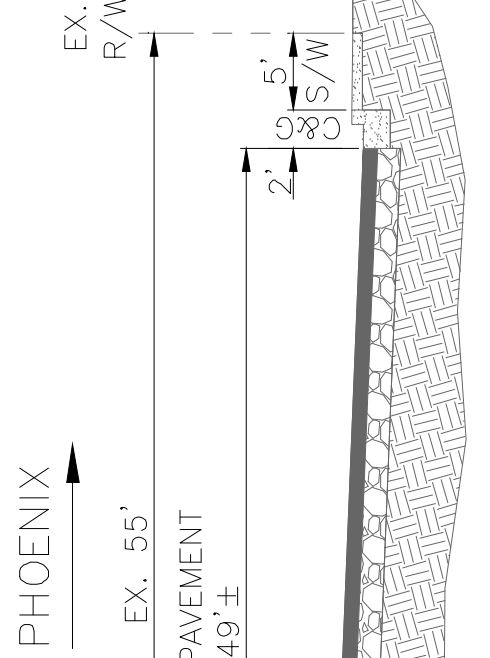
SHEET 1 OF 1



BELL ROAD
(LOOKING EAST)
EXISTING STREET
N.T.S.



51ST AVENUE
(LOOKING NORTH)
EXISTING STREET
N.T.S.



GRAPHIC SCALE
1" = 60'



Planning

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) Rezone 16-02

Project Name: 51 Campana

I, Shelby JM Duplessis certify that I am the authorized applicant /

representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.

Applicant/Representative Signature: 

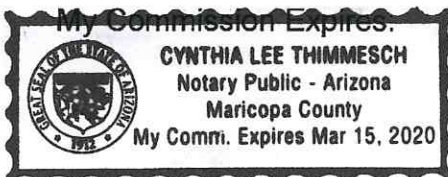
STATE OF ARIZONA

SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 16th day of August, 2016.


Notary Public



September 19, 2016

Subject: 51 Campana Proposed Rezone

Project Location: 5200 W Bell Road (NWC of 51st Avenue and Bell Road)

Dear Neighbor:

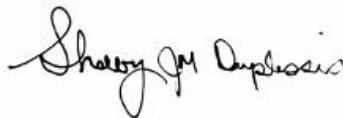
This letter is to inform you that Empire Residential Communities Fund II, LLC is applying for rezoning of the property located at the northwest corner of 51st Avenue and Bell Road. This rezoning request will provide a unique development that enhances the City of Glendale and provides an upscale commercial center. The project is located in the Cholla Council District. Our firm's request will revise the zoning of the property to allow for a high quality commercial center development for various potential uses to include office buildings, emergency medical care facility, retail and fast food drive thru.

The request is to rezone from the existing zoning designation of B-P (Business Park) to Planned Area Development defaulting to C-2 (General Commercial). This development will greatly improve the surrounding area by completing a large vacant parcel that is undeveloped and at the entrance into the City of Glendale.

I have included a site plan with this letter for your review. A neighborhood meeting will take place Wednesday, October 5, 2016, at Foothills Center 5600 W Union Hills Drive, Glendale, AZ 85308 in the Jackrabbit Room. The meeting will start at 6:00 pm. Comments and questions will be accepted at this time. If you are unable to attend the meeting, please write, email, or call me at the contact information below. You may also contact Carol Hu with the City of Glendale at (623) 930-2553 or Chu@glendaleaz.com.

Sincerely,

The Empire Group



Shelby JM Duplessis, PE, LEED AP
Vice President of Land Development
480.951.2207 shelby@theempiregroupllc.com



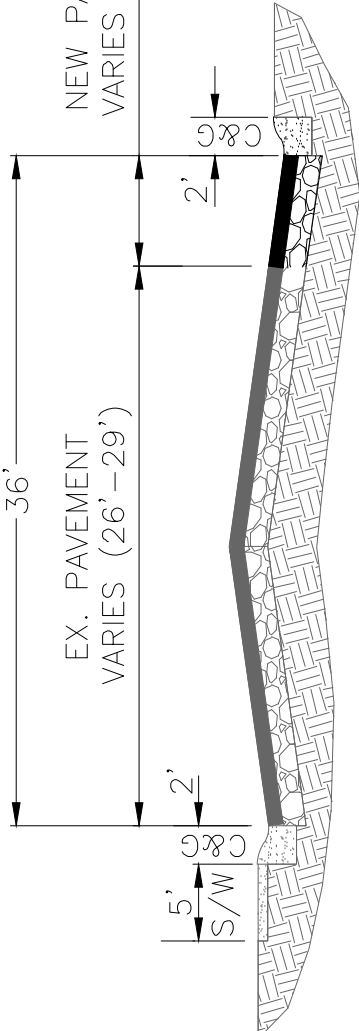
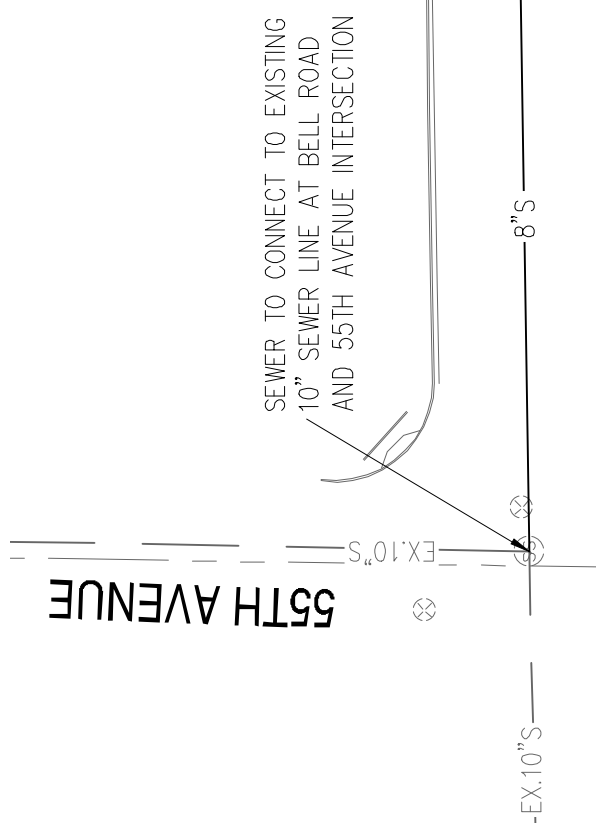
6617 N. Scottsdale Road, Suite 101
Scottsdale, Arizona 85250
Phone 480.951.2207
FAX 480.951.3023

* WELCOME TO GLENDALE SIGN

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SELLER TO COMPLETE AT THEIR COST

SECONDARY DRIVE AISLE IMPROVEMENTS:
IMPROVEMENTS TO BE COMPLETED BY FIRST
BUYER TO START CONSTRUCTION. OTHER
ADJACENT BUYER TO REIMBURSE THRU JDA



53RD AVENUE
(LOOKING NORTH)
EXISTING STREET
N.T.S.



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51 CAMPANA

PRELIMINARY MASTER PLAT

GLENDALE, ARIZONA

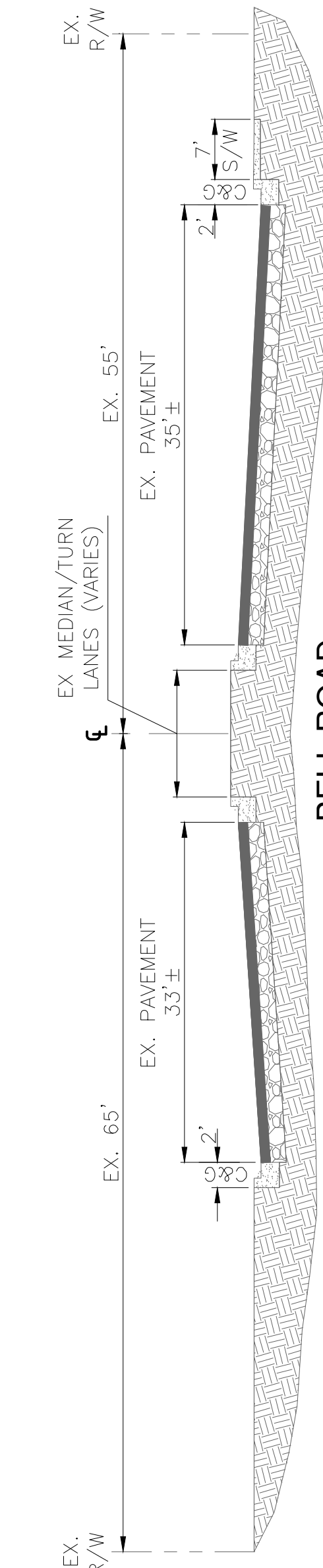
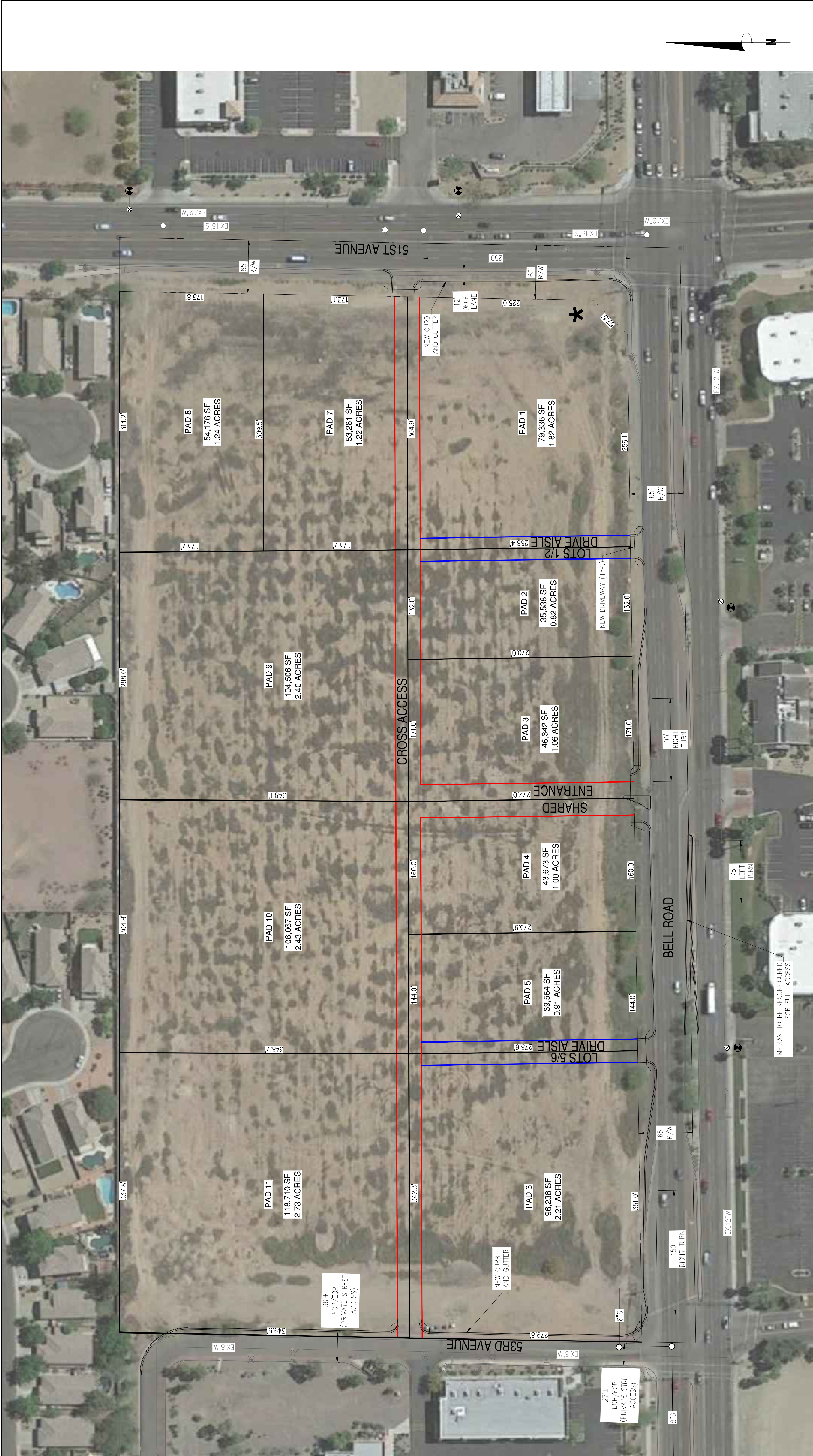
MARICOPA COUNTY

SCALE 1" = 60'

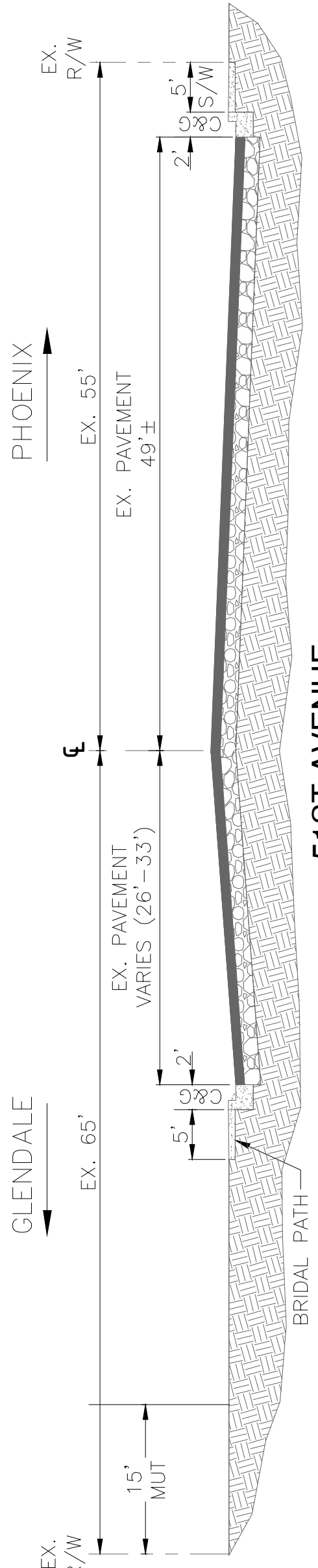
JOB No. 2-015

DATE: MARCH 2016

SHEET 1 OF 1



BELL ROAD
(LOOKING EAST)
EXISTING STREET
N.T.S.



51ST AVENUE
(LOOKING NORTH)
EXISTING STREET
N.T.S.



GRAPHIC SCALE
1" = 60'



Planning

NEIGHBORHOOD NOTIFICATION LETTER

AFFIDAVIT OF MAILING

Case No. (if available) 16-02

Project Name: 51 Campana

I, Shelby Duplessis certify that I am the authorized applicant / representative to the City of Glendale for the above application, and do hereby affirm that notice as required for the case noted above has been completed in accordance with the Citizen Participation Process in the City of Glendale's Zoning Ordinance, and a copy of the letter and mailing labels has also been submitted.

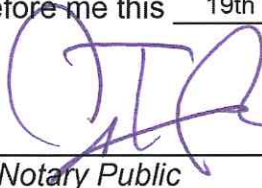
Applicant/Representative Signature: 

STATE OF ARIZONA

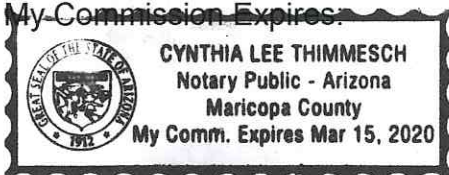
SS.

COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 19th day of September, 2016.


Notary Public

My Commission Expires:



Property Owner Mailing Labels

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Additional Notification Labels

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**Interested Parties Notification List for Proposed Development – City Wide & Cholla
Attached**

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Meeting Notes and Sign-In Sheets



51 Campana

NEIGHBORHOOD MEETING – August 31, 2016 6:00 pm

Present at meeting:

Shelby Duplessis – The Empire Group

Tracy Grewe – The Empire Group

Carol Hu – City of Glendale Planning

6 Neighbors, Interested Party and/or homeowners association representatives attended. See list attached.

Shelby provided a brief overview of the process and that we have completed the first review with the City for the rezoning process and submitted for second review.

Concerns/Responses:

1. Concerns about neighbors not receiving a notification letter of the meeting. Shelby explained the City notification requirement is a 500' radius from the development and also included all surrounding homeowners associations and neighborhood groups. Anyone attending tonight, not already on the list, would be added for future mailings and notices. In addition Shelby offered to meet individually with anyone not invited, unable to attend or with further questions or concerns as well.
2. Traffic and the left turn onto 51st Ave. The neighbors expressed concerns with already having an extreme amount of traffic in the afternoon when they are coming home, and there is a backup in the left turn lane heading north on 51st Ave into their subdivision. Left turns out of the new project onto 51st will create even more traffic and a dangerous situation. They asked for a full median to be built. Shelby advised she would confirm the traffic counts with the traffic engineer, and that 51st Avenue is under the jurisdiction of the City of Phoenix. We have coordinated with the City of Phoenix and they have advised they will not require a median nor want any modifications to 51st Avenue. In addition the proposed turn out of the site lines up with the driveway to the east as required, and is over 600' to the neighborhood entrance. The site will of course be required and will provide a traffic study with full analysis of current and projected traffic counts, along with crash data to ensure safety is maintained.
3. What would be along the north property line behind their homes? Would the wall height be increased like the wall behind Kohl's? If there are trucks driving along the north side there will be a lot of noise, and they would like restrictions on delivery hours and trucks not being allowed to run while idling. Shelby explained there is no end user at this time. We will verify the existing



height of the walls along our north property line and compare that to the wall behind Kohl's to ensure an adequate barrier exists or is created per City requirements. The allowed height is 8 feet, and anything higher will require a variance and approval by the City. We can also limit the times for deliveries and require trucks not to run while idling in the Planned Area Development Report. Following the meeting we verified the north property line wall is anywhere between 8' and 9'.

4. The neighbors requested no gas stations because they already had water problems in their neighborhood and they do not want the chemicals to become an issue. Shelby explained the only PAD viable for a gas station is PAD 1 which is under contract for an emergency center and not a gas station.
5. The neighbors are concerned about light pollution, however also don't want a "dark alley" along the north property line. Shelby explained we can stipulate light shields in the design requirements in the Planned Area Development to minimize light pollution into these lots while maintaining a well lit area for safety.
6. Neighbors asked about construction hours. Shelby explained the City stipulates allowed construction hours, which will be followed as required. If there is any deviation it would have to go through the City for approval.

51 Campana

Foothills Center

5600 W Union Hills Dr, Glendale, AZ 85308

[illegible]



51 Campana

NEIGHBORHOOD MEETING – October 5, 2016 6:00 pm

Present at meeting:

Shelby Duplessis – The Empire Group
Tracy Grewe – The Empire Group
Jon Froke – City of Glendale Planning
Councilwoman Lauren Tolmachoff- City of Glendale

16 Neighbors, Interested Party and/or homeowners association representatives attended. See list attached.

Shelby provided a brief overview of the process and that we have completed the first review with the City for the rezoning process and submitted for second review.

Concerns/Responses:

1. Traffic and the left turn onto 51st Ave. The neighbors expressed concerns with already having an extreme amount of traffic in the afternoon when they are coming home, and there is a backup in the left turn lane heading north on 51st Ave into their subdivision. Left turns out of the new project onto 51st will create even more traffic and a dangerous situation. They asked for a full median to be built. Shelby advised Empire is working with the City of Phoenix and the City of Glendale Traffic Engineers. The full safety of the neighborhood is very important and Empire will work through all the concerns to resolve the issue.
2. What would be along the north property line behind their homes? Could trees be planted along the property line to match the ones behind Kohls? Shelby explained there is no end user at this time. The height of the existing wall along our north property line is between 8' and 9', which meets the City guidelines. If the end user requires delivery trucks they will be required to meet the guidelines of the Noise Ordinance in the City of Glendale Code of Ordinances. We will add to the PAD that we will plant trees along our entire north property line to provide additional screening to the existing neighbors to the north. We will ensure that the trees will be similar and complementary to the trees along the adjacent property to the west.
3. The neighbors are concerned about lights along the north property line. Shelby explained we will stipulate light shields in the design requirements in the Planned Area Development to minimize light pollution into these lots while maintaining a well lit area for safety.
4. Neighbors asked that PAD 8 not be allowed to have a drive-thru. Shelby agreed to stipulate in the Planned Area Development that PAD 8 cannot have a restaurant drive-thru.

51 Campana
Neighborhood Meeting Sign-In Sheet

Wednesday, October 16, 2016
Foothills Center

5600 W Union Hills Dr, Glendale, AZ 85308

NAME	ADDRESS	PHONE
Rhonda Redier	17204 N. 51st Dr, Glendale	602-618-0143
Debra Kunt 3001	5101 W Hartford Ave Glendale	
Wendy Ruttere Pernice Johnson	5350 W Bell Rd C100-336	602-820-3904
Bonnie Smaral	5321 W. Hartford Ave Glendale	
Joné Yvonne Schaeffer	5406 W. Angela Dr Glendale 85308	602-439-4675
Chris Birlin	8000 W. Bell Rd Glendale 85302	602-371-0245
BONNIE & MIKE PENIA	5323 W Campo Verde Dr, Glendale 85308	602-789-8076 ↑
Mitch Novak	5382 W. Karen Dr. Glendale 85308	402-821-2611 ^{Glendale}
JACQUE HATHA	17005 N. 53 RD AVE Glendale 85308	
John Fries	CITY OF GLENDALE RUNNING	(623) 930-2525
Carol Ronthkowski	5209 W. Hartford Ave Glendale AZ	85308 602-616-4437
Gay Sherwood	5928 W Pershing Ave Glendale 85304	602-625-5092

Email Correspondence

From: [Shelby Duplessis](#)
To: [Ed Pemoy](#); Chu@glendaleaz.com; [Tracy Grewe](#)
Subject: RE: 51 Campana Proposed Rezone
Date: Tuesday, September 27, 2016 7:28:02 AM

Thank you for taking the time to contact us we appreciate your input.

Kind Regards,

Shelby JM Duplessis, PE, LEED AP

Vice President Land Development

6617 North Scottsdale Road Suite 101
Scottsdale, AZ 85250

602.679.4438 Cell/480.951.2207 Office/480.951.3023 Fax

shelby@theempiregroupllc.com

----- Original message -----

From: Ed Pemoy
Date: 9/27/16 6:06 AM (GMT-07:00)
To: Shelby Duplessis , Chu@glendaleaz.com
Subject: 51 Campana Proposed Rezone

I am writing to express my rebuke of your project.

My negative support to your project is because it includes retail and fast food drive thru businesses to an intersection that is already congested.

Additionally, that intersection at Bell Road & 51st Avenue has been the site of too many serious accidents that have resulted in fatalities. Adding fast food restaurants to that intersection's northwest corner will only increase the traffic volume and risks to citizenry.

As a member of the insurance profession since May 1979, and as a claim adjuster since October 1986, I expressed my dismay when the Kohl's shopping center was proposed instead of a corporate park environment. Actuarially and statistically, retail businesses attract a more diverse human presence than a corporate park with the same employees (for the most part) every working day. The diverse population attracts more crime (auto theft, parked auto break-ins, and theft of personal property as well as commercial property and vandalism). Surely the City of Glendale Police Department can provide specific statistics for every strip mall at every intersection in its city that will support my claim.

Thankfully, your proposal for rezoning that area will include an emergency medical facility, as that area will certainly need that once you develop it.

I would rather the rezoning request be denied and a corporate park development be encouraged.

Respectfully,
Daniel Hatch
5417 W Hartford Avenue
Glendale, AZ 85308
602-989-9805
pemoyed@msn.com

From: [Hu, Carol](#)
To: [Ed Pemoy](#)
Cc: [Shelby Duplessis](#)
Subject: RE: 51 Campana Proposed Rezone
Date: Tuesday, September 27, 2016 3:30:25 PM

Mr. Hatch,

Thank you for your input. I have received your email and will file this correspondence with the citizen participation plan. As I'm sure you are aware, there is a secondary neighborhood meeting arranged by the applicant on October 5th at 6:00pm. The meeting will be located at the Jackrabbit Room at the Foothills Center 5600 W Union Hills Drive.

Sincerely,

Carol Hu

Planner | Planning Division | City of Glendale
5850 West Glendale Avenue, Ste 212 | Glendale, AZ 85301
Office: (623) 930-2553 | Email: CHu@glendaleaz.com

From: Ed Pemoy [mailto:pemoyed@msn.com]
Sent: Tuesday, September 27, 2016 6:06 AM
To: shelby@theempiregroupllc.com; Hu, Carol
Subject: 51 Campana Proposed Rezone

I am writing to express my rebuke of your project.

My negative support to your project is because it includes retail and fast food drive thru businesses to an intersection that is already congested. Additionally, that intersection at Bell Road & 51st Avenue has been the site of too many serious accidents that have resulted in fatalities. Adding fast food restaurants to that intersection's northwest corner will only increase the traffic volume and risks to citizenry.

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Respectfully,

Daniel Hatch

5417 W Hartford Avenue
Glendale, AZ 85308
602-989-9805

pemoyed@msn.com

From: [Shelby Duplessis](#)
To: [bob](#); [Tracy Grewe](#)
Subject: RE: Zoning Meeting - 51st Ave. and Bell
Date: Friday, September 30, 2016 11:47:35 PM

We are proposing to change the zoning from the current Business Park plan to a mix of office and commercial. We are having a neighborhood meeting on October 5th and hope that you can join us if not please let me know if you have further questions and I would be happy to discuss thank you so much and have a great weekend!

Kind Regards,

Shelby JM Duplessis, PE, LEED AP

Vice President Land Development

6617 North Scottsdale Road Suite 101
Scottsdale, AZ 85250

602.679.4438 Cell/480.951.2207 Office/480.951.3023 Fax

shelby@theempiregroupllc.com

----- Original message -----

From: bob <bjdj2000@yahoo.com>
Date: 9/30/16 1:28 PM (GMT-07:00)
To: Shelby Duplessis <shelby@theempiregroupllc.com>
Subject: Fw: Zoning Meeting - 51st Ave. and Bell

Hello Shelby,

Would you please advise the development that you are proposing for 51st and Bell?

Thank you in advance for your reply !

Sincerely,
Bob Jewell
623-341-2266

----- Forwarded Message -----

From: West Glen <Messenger@AssociationVoice.com>
To: "bjdj2000@yahoo.com" <bjdj2000@yahoo.com>
Sent: Friday, September 30, 2016 12:41 PM
Subject: Zoning Meeting - 51st Ave. and Bell

Hello West Glen Homeowners,

There is another zoning meeting next week regarding the corner of 51st Ave. and Bell. It will be held on Wednesday October 5th at 6:00pm at the Aquatic Center in the Jackrabbit room. The Aquatic Center is located at 5600 W. Union Hills Dr.

If you have any questions, please call Shelby Duplessis, VP of Land Development for The Empire Group, at 480-951-2207 or e-mail her at shelby@theempiregroupllc.com.

Thank you,

Mandy Janus

Community Manager

This message has been sent to bjdj2000@yahoo.com

As a subscriber of General Correspondence at West Glen, we'll periodically send you an email to help keep you informed. If you wish to discontinue receiving these types of emails, you may opt out by clicking [Safe Unsubscribe](#).

To view our privacy policy, click [Privacy Policy](#).

This message has been sent as a service of [AssociationVoice](#), provider of smart Websites for Associations and Management, 400 S. Colorado Blvd. Ste 790, Denver, CO 80246. AssociationVoice © 2016. All rights reserved.

From: [Shelby Duplessis](#)
To: [Daugherty](#); [Tracy Grewe](#)
Subject: RE: Zoning Request for 51st Ave. and Bell Road
Date: Thursday, October 6, 2016 3:20:46 PM

Thank you for reaching out to us. Our proposal is to rezone from the existing business park to PAD which will closely aligned to the C-2 commercial zoning. This will allow for offices and typical commercial uses along the frontage of Bell Road and 51st Avenue. Please do not hesitate to contact us with any further questions or concerns thank you so much and have a great day

Kind Regards,

Shelby JM Duplessis, PE, LEED AP

Vice President Land Development

6617 North Scottsdale Road Suite 101
Scottsdale, AZ 85250

602.679.4438 Cell/480.951.2207 Office/480.951.3023 Fax

shelby@theempiregroupllc.com

----- Original message -----

From: Daugherty <jdaugherty14@cox.net>
Date: 10/6/16 8:49 AM (GMT-07:00)
To: Shelby Duplessis <shelby@theempiregroupllc.com>
Subject: Zoning Request for 51st Ave. and Bell Road

I am a resident of West Glen and wold like to know what zoning request your company is seeking for the 51st Ave. and Bell Road property. I would appreciate a response to this email. My email address is: jdaugherty14@cox.net

Thank you,
Melanie Daugherty

From: [Daugherty](#)
To: [Shelby Duplessis](#)
Subject: Re: Zoning Request for 51st Ave. and Bell Road
Date: Thursday, October 6, 2016 3:35:47 PM

Thank you for your reply. I'm thankful that it isn't zoned for apartments.

On Oct 6, 2016, at 3:20 PM, Shelby Duplessis <shelby@theempiregrouppllc.com> wrote:

Thank you for reaching out to us. Our proposal is to rezone from the existing business park to PAD which will closely aligned to the C-2 commercial zoning. This will allow for offices and typical commercial uses along the frontage of Bell Road and 51st Avenue. Please do not hesitate to contact us with any further questions or concerns thank you so much and have a great day

Kind Regards,

Shelby JM Duplessis, PE, LEED AP
Vice President Land Development

6617 North Scottsdale Road Suite 101
Scottsdale, AZ 85250

602.679.4438 Cell/480.951.2207 Office/480.951.3023 Fax

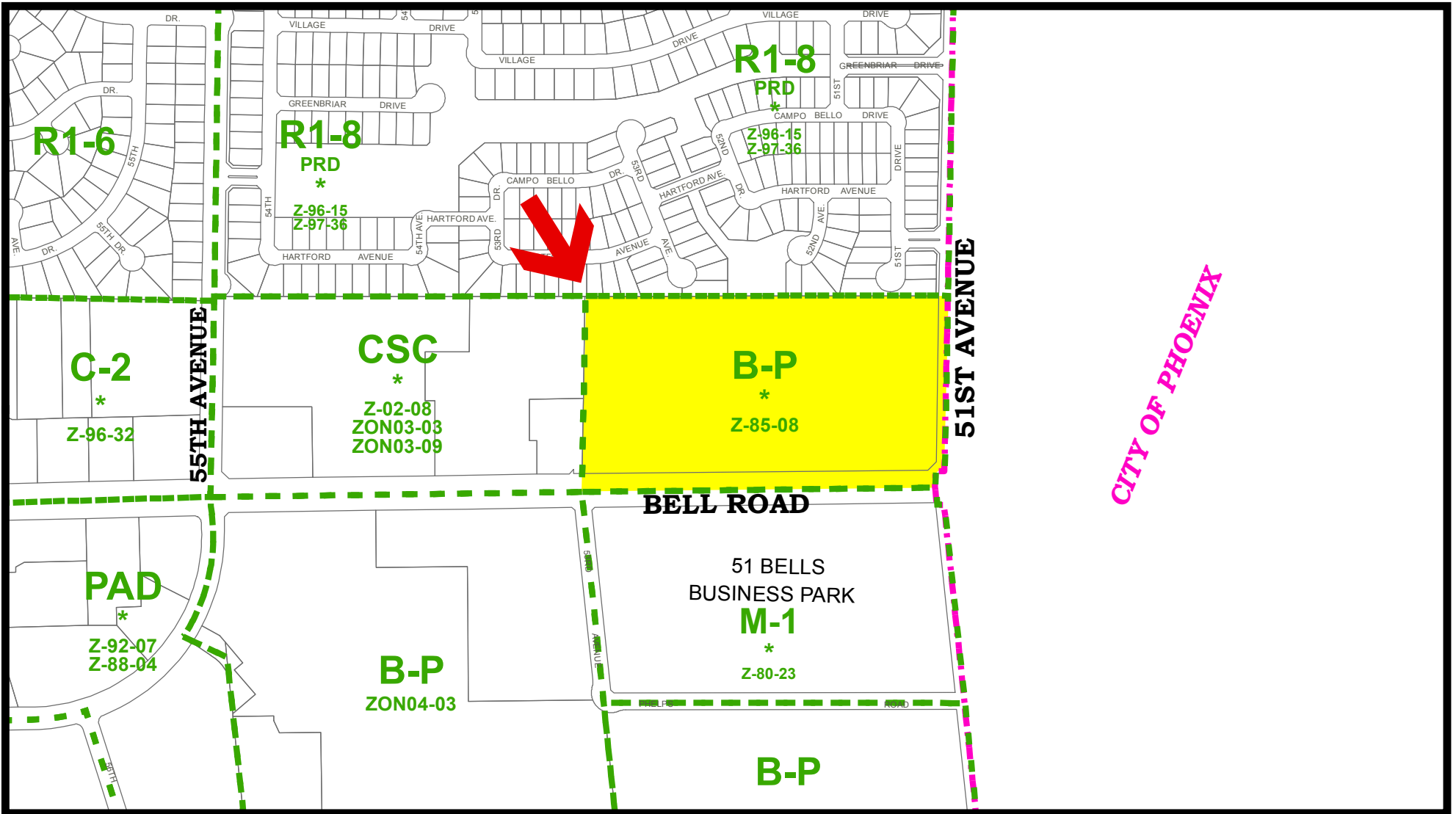
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Thank you,
Melanie Daugherty



CASE NUMBER
ZON16-02



LOCATION
5200 W. BELL ROAD

REQUEST

**REZONE FROM B-P (BUSINESS PARK) TO
PAD (PLANNED AREA DEVELOPMENT).**



Aerial Date: October 2014



CASE NUMBER
ZON16-02





Legislation Description

File #: 17-117, Version: 1

FINAL PLAT (FP) APPLICATION FP16-02: ALICE PARK - 8348 NORTH 61ST AVENUE

Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request by Coe & Van Loo Consultants for City Council to approve the Final Plat for Alice Park, a Planned Residential Development, located at 8348 North 61st Avenue.

Background

Alice Park is a 187-lot single family residential subdivision on approximately 37.9 acres. The typical lot size is 5,175 square feet with lot dimensions of 45 feet by 115 feet. The average lot size is approximately 5,382 square feet. The 187 lots will be served by new streets with vehicular access provided from 61st and 63rd Avenues.

Analysis

The proposed Final Plat is consistent with the General Plan, the existing R1-4 PRD (Planned Residential Development) zoning, and meets the requirements of the Subdivision and Minor Land Division Ordinance. Staff recommends approval of Final Plat application FP16-02.

Previous Related Council Action

On September 22, 2015, City Council approved a rezoning application from R-2 PRD (Mixed Residence, Planned Residential Development) to R1-4 PRD (Single Residence, Planned Residential Development).

Community Benefit/Public Involvement

Approval of this request would allow future residential opportunities in an established part of the city with nearby infrastructure and amenities.

NOTES

1. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
2. ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.
3. EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
- A. WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
- B. CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.
4. ALL LANDSCAPE TRACTS AND LANDSCAPE WITHIN ARTERIAL AND COLLECTOR STREETS DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.
5. FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.
6. ALL DRAINAGE STRUCTURES LOCATED IN TRACTS AND OUTSIDE OF CITY RIGHT-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.
7. THE SUBJECT PORTION OF 63RD AVENUE RIGHT-OF-WAY SHALL NOT BE DEDICATED TO THE CITY OF GLENDALE UNTIL THE USA EASEMENT ESTABLISHED BY BOOK 167 OF DEEDS, PAGE 475 HAS BEEN RELOCATED AND RE-ESTABLISHED THROUGH SRP EASEMENT PROCESS.
8. ALL PRIVATE IRRIGATION PIPING, INCLUDING THAT PORTION THAT LIES WITHIN CITY OF GLENDALE RIGHT-OF-WAY, SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, ANGELA KENT, DULY AUTHORIZED AGENT OF ALICE PARK HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "ALICE PARK" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

BY: _____ DATE: _____
SECRETARY

HOMEOWNERS ASSOCIATION RATIFICATION
ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2017 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HERSELF TO BE ANGELA KENT OF ALICE PARK HOMEOWNERS ASSOCIATION, AND ACKNOWLEDGED THAT ANGELA KENT, AS SECRETARY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED

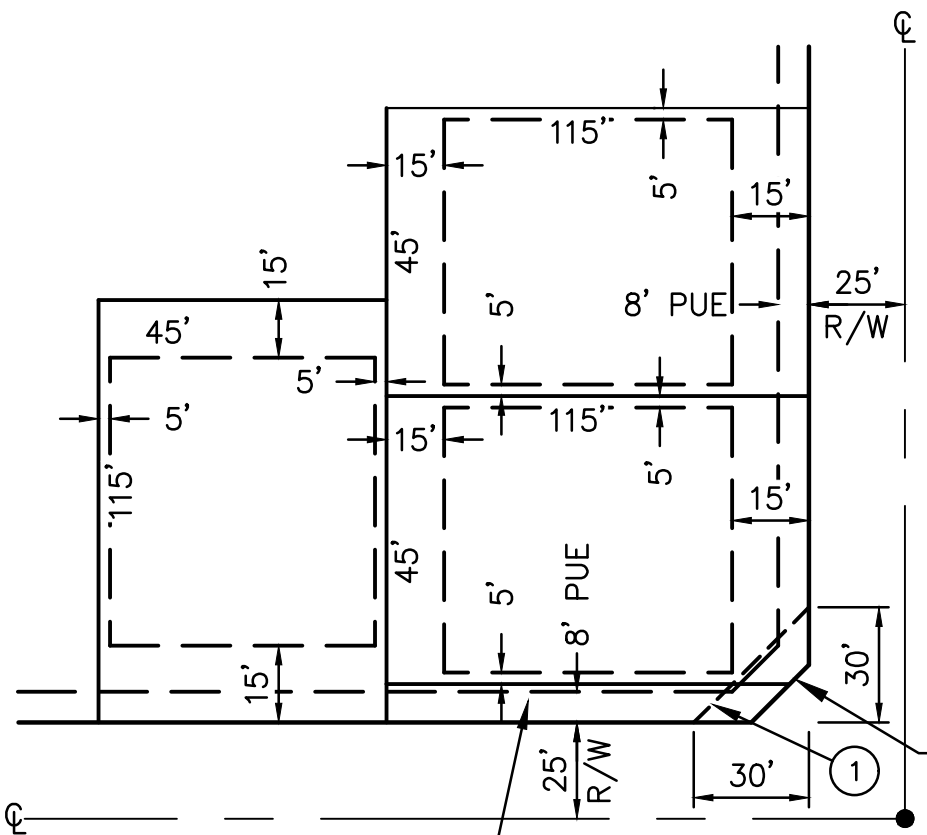
IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

EXPIRES

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 88°42'36" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1025 OF MAPS, PAGE 2, MARICOPA COUNTY RECORDS.



TYPICAL LOT LAYOUT
AND BUILDING SETBACKS
N.T.S.

NOTES:
LIVING AREA TO BE WITHIN
BUILDING SETBACKS

CONCRETE MASONRY WALLS
CANNOT BE CONSTRUCTED
IN THE PUBLIC UTILITY
EASEMENT

① LOCAL TO LOCAL STREET
INTERSECTIONS SHALL HAVE A
30'x30' UNOBSTRUCTED VIEW
EASEMENT. NO OBJECT WITHIN
VISIBILITY TRIANGLES MAY EXCEED
30" IN HEIGHT

② 10' LANDSCAPE TRACT

OWNER/DEVELOPER

ALICE PARK, LLC
1838 WEST PARKSIDE LANE,
SUITE 200
PHOENIX, ARIZONA 85027
PHONE: 480.607.6580 EXT. 114
CONTACT: RICK TAYRIEN
EMAIL: RTAYRIEN@GWHAZ.COM

ENGINEER

COE & VAN LOO
CONSULTANTS, INC.
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: 602.264.6831
FAX: 602.264.0928
CONTACT: DOUGLAS W. CHUBIN, P.E.
EMAIL: DCHUBIN@CVLCI.COM
(REGISTRATION #: 35697)

TRACT USE TABLE		
TRACT	ACRES	DESCRIPTION
TRACT A	0.643	P.U.E., LANDSCAPE, IRRIGATION, DRAINAGE & SIDEWALK
TRACT B	2.102	P.U.E., LANDSCAPE, DRAINAGE & SIDEWALK
TRACT C	0.049	P.U.E. & LANDSCAPE
TRACT D	0.027	P.U.E. & LANDSCAPE
TRACT E	0.495	P.U.E., LANDSCAPE, DRAINAGE & SIDEWALK
TRACT F	0.208	P.U.E. & LANDSCAPE
TRACT G	0.768	P.U.E., LANDSCAPE, IRRIGATION & DRAINAGE
TRACT H	0.049	P.U.E. & LANDSCAPE
TRACT I	0.048	P.U.E. & LANDSCAPE
TRACT J	0.335	P.U.E., LANDSCAPE & DRAINAGE
TRACT K	0.920	P.U.E., LANDSCAPE, SEWER EASEMENT & DRAINAGE
TRACT L	7.034	PUE, PRIVATE STREET, MEDIAN, EASEMENT FOR INGRESS AND EGRESS, REFUSE COLLECTION, WATER AND SEWER, EMERGENCY VEHICLES AND/OR SERVICE TYPE VEHICLES.
TRACT M	0.105	USA IRRIGATION EASEMENT, PUBLIC RIGHT OF WAY - SEE NOTE 7
TOTAL	12.780	

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	187
TOTAL NUMBER OF TRACTS	12
GROSS RESIDENTIAL DENSITY	4.930 D.U./A.C.

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	1,006,458	23.105
TOTAL AREA OF TRACTS (A-L)	552,249	12.678
PUBLIC RIGHT-OF-WAY & TRACT M	93,419	2.145
TOTAL NET AREA	1,558,707	35.783
TOTAL GROSS AREA	1,652,126	37.928

PRELIMINARY PLAT CONFORMANCE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED IN GENERAL CONFORMANCE TO THE PRELIMINARY PLAT OF THIS SUBDIVISION APPROVED BY THE CITY OF GLENDALE PLANNING AND ZONING COMMISSION.

BY: _____ DATE _____
PLANNING DIRECTOR
CITY OF GLENDALE

IMPROVEMENT ASSURANCES

I HEREBY ACKNOWLEDGE THAT ENGINEERING PLANS FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN APPROVED AND THAT ALL NECESSARY ASSURANCES FOR THESE IMPROVEMENTS HAVE BEEN RECEIVED IN A FORM ACCEPTABLE TO THE CITY.

BY: _____ DATE _____
CITY ENGINEER OR DESIGNATE

CITY APPROVALS

APPROVED BY THE CITY COUNCIL OF GLENDALE, ARIZONA.

THIS _____ DAY OF _____, 2017.

MAYOR

DATE

ATTEST, CITY CLERK

DATE

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

ALICE PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ALICE PARK", A PORTION OF LAND LOCATED IN THE EAST HALF OF SECTION 31, TOWNSHIP 3 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "ALICE PARK," A PLANNED RESIDENTIAL DEVELOPMENT AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. ALICE PARK, LLC, AS OWNER, HEREBY DEDICATES TO THE PUBLIC THE RIGHT-OF-WAY FOR 61ST AVENUE AND 63RD AVENUE EXCEPT AS NOTED IN NOTE 7.

TRACT L SHALL BE A PRIVATE STREET. OWNER HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GLENDALE AN EASEMENT FOR INGRESS AND EGRESS, FOR REFUSE COLLECTION, FOR WATER AND SEWER, FOR EMERGENCY VEHICLES AND/OR SERVICE TYPE VEHICLES OVER AND ACROSS TRACT L AND THOSE AREAS DESIGNATED AS EMERGENCY ACCESS ON THIS PLAT.

PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC IN, OVER, AND UNDER TRACT L AND THOSE AREAS DESIGNATED AS SUCH HEREON, FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF NECESSARY UTILITIES. PUBLIC UTILITY PROVIDERS LOCATING UTILITY FACILITIES IN THIS PUBLIC UTILITY EASEMENT SHALL COMPLY WITH THE CODES AND REGULATIONS OF THE CITY OF GLENDALE, ARIZONA. SUCH PUBLIC UTILITY PROVIDERS SHALL BE, AND REMAIN, RESPONSIBLE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPAIR OF THEIR UTILITY FACILITIES.

WATER EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF GLENDALE IN, OVER, AND UNDER THOSE AREAS DESIGNATED AS SUCH HERON, FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF WATER LINES.

SEWER EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF GLENDALE IN, OVER, AND UNDER THOSE AREAS DESIGNATED AS SUCH HERON, FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF SEWER LINES.

PRIVATE IRRIGATION EASEMENTS ARE HEREBY GRANTED AS SHOWN HEREIN FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF IRRIGATION LINES AND SHALL EXPIRE UPON CHANGE OF USE OF THE UPSTREAM PROPERTIES FROM AGRICULTURAL USE.

TRACTS "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", AND "L" ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. AN EASEMENT FOR DRAINAGE IS HEREBY DEDICATED OVER TRACTS "A", "B", "E", "G", "J", AND "K".

TRACT "M" HAS BEEN CREATED FOR THE EXPRESS PURPOSE OF SIMPLICITY IN RELOCATING AND RE-ESTABLISHING THE USA IRRIGATION EASEMENT PRIOR TO DEDICATION OF RIGHT-OF-WAY TO THE CITY OF GLENDALE.

IN WITNESS WHEREOF: ALICE PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY BY GARRETT WALKER HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ITS MANAGER AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF RICHARD A. TAYRIEN, ITS AUTHORIZED AGENT THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2017

BY: _____
AUTHORIZED AGENT

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

BEFORE ME THIS _____ DAY OF _____, 2017 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE RICHARD A. TAYRIEN OF ALICE PARK, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGED THAT RICHARD A. TAYRIEN AS AUTHORIZED AGENT, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

EXPIRES

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY 2016; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

ERIC G. COFFEY
REGISTRATION #42186
COE AND VAN LOO
CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
602.264.6831
CVLSURVEY@CVLCI.COM

DATE

CASE #: FP16-02
PLAT PREPARATION DATE: 03-06-2017

GROSS AREA = 37.928 ACRES

SEE SHEET 2 FOR LINE TABLE
CURVE TABLE AND LOT AREA
TABLE

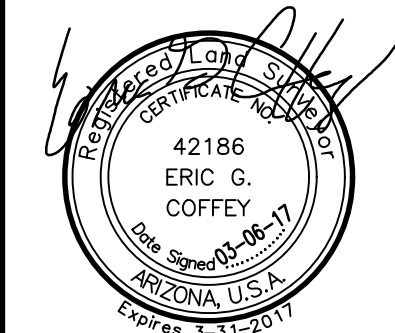


DATE		REVISION		NO.

Coe & Van Loo Consultants, Inc.

FINAL PLAT

ALICE PARK
GLENDALE, ARIZONA



1	SHEET	4
OF		
CVL Contact: DOUG CHUBIN		
CVL Project #: 01-0278901		
CVL File #:		

LEGEND

---	▲	INDICATES SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)	S.W.E.	SIDEWALK EASEMENT
---	○	INDICATES FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)	P.U.E.	PUBLIC UTILITY EASEMENT
---	●	INDICATES CENTER LINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DET.120,TYPE "B" (UNLESS OTHERWISE NOTED)	V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
---	○	INDICATES CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DET. 120, TYPE "B" (UNLESS OTHERWISE NOTED)	SVT	SIGHT VISIBILITY TRIANGLE
---	○	INDICATES CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD DET. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)	AC.	ACRES
---	---	INDICATES SECTION LINE	L1	INDICATES LINE NUMBER
---	---	INDICATES MID-SECTION LINE	C1	INDICATES CURVE NUMBER
---	---	INDICATES BOUNDARY LINE	CL1	INDICATES CENTERLINE CURVE NUMBER
---	---	INDICATES LOT LINE	C.S.	CORNER OF SUBDIVISION
---	---	INDICATES CENTERLINE	R/W	RIGHT-OF-WAY
---	---	INDICATES EASEMENT	M.C.R.	MARICOPA COUNTY RECORDER
---	---	INDICATES EXISTING R/W	DOC.#	DOCUMENT NUMBER
1		INDICATES SHEET NUMBER	M.U.T.E.	MULTI USE TRAIL EASEMENT
*		LIMITED TO ONLY ONE STORY PER ZONING	D.E.	DRAINAGE EASEMENT
EX.		EXISTING	AVE.	AVENUE
AVG		AVERAGE	DR.	DRIVE
			LN.	LANE
			ST.	STREET
			P.I.E.	PRIVATE IRRIGATION EASEMENT

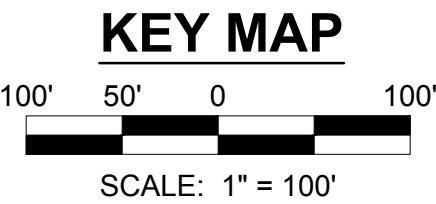
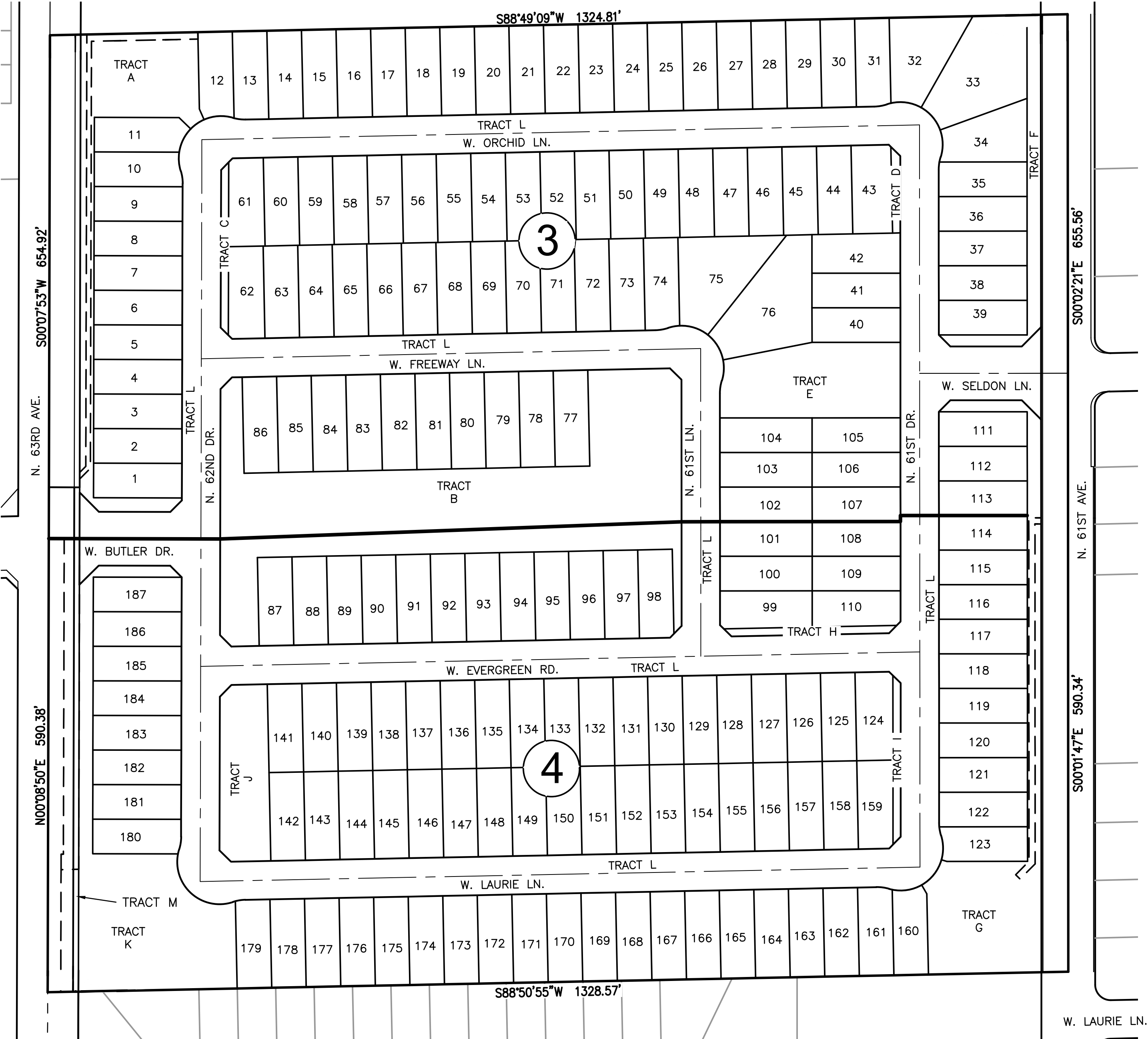
CURVE TABLE						
NO.	ARC	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	16.65	55.00	017°20'29"	8.39	16.58	N08°32'21"W
C2	21.19	55.00	022°04'13"	10.73	21.06	S55°19'17"W
C3	14.84	55.00	015°27'38"	7.47	14.80	S83°27'02"E
C4	16.65	55.00	017°20'29"	8.39	16.58	N80°08'55"E
C5	38.88	55.00	040°30'16"	20.29	38.08	N40°13'51"W
C6	10.01	55.00	010°25'37"	5.02	10.00	S05°10'27"W
C7	11.74	55.00	012°13'54"	5.89	11.72	S11°15'53"E
C8	42.55	55.00	044°19'30"	22.40	41.50	N38°02'28"E
C9	16.65	55.00	017°20'29"	8.39	16.58	N82°28'51"W
C10	13.23	55.00	013°46'46"	6.65	13.20	S81°57'32"W
C11	114.67	55.00	119°27'25"	94.23	95.00	S48°45'52"E
C12	16.65	55.00	017°20'29"	8.39	16.58	N08°48'08"E
C13	16.65	55.00	017°20'29"	8.39	16.58	N80°08'55"E
C14	38.88	55.00	040°30'16"	20.29	38.08	N31°23'12"W
C15	16.65	55.00	017°20'29"	8.39	16.58	S08°37'54"W

LINE TABLE		
NO.	BEARING	LENGTH
L1	S44°52'07"E	35.36
L2	N45°07'53"E	21.21
L3	N45°42'50"W	21.34
L4	N23°38'37"W	15.34
L5	N45°02'21"W	21.21
L6	N44°57'39"E	35.36
L7	N45°02'21"W	35.36
L8	S44°57'39"W	21.21
L9	S74°07'18"E	7.39
L10	S29°47'47"E	13.37
L11	S44°51'56"E	21.21
L12	S45°08'22"W	35.36
L13	N44°28'31"E	21.45
L14	S45°36'36"E	21.00
L15	S44°24'17"W	14.28
L16	N45°30'36"W	20.97
L17	N44°29'24"E	21.45
L18	S45°35'43"E	14.01
L19	S44°24'17"W	14.28
L20	S45°30'36"E	20.97
L21	S45°31'29"E	13.98
L22	N44°28'31"E	14.18
L23	S45°36'36"E	17.13
L24	N44°24'17"E	14.28
L25	S45°35'43"E	14.01
L26	N89°52'07"W	7.00

LOT AREA TABLE			
LOT #	S.F.	MIN. WIDTH	MIN. DEPTH
1	5175	45.00'	115.00'
2	5175	45.00'	115.00'
3	5175	45.00'	115.00'
4	5175	45.00'	115.00'
5	5175	45.00'	115.00'
6	5175	45.00'	115.00'
7	5175	45.00'	115.00'
8	5175	45.00'	115.00'
9	5175	45.00'	115.00'
10	5054	45.00'	110.61'
11	5251	45.00'	110.61'
12	4980	45.00'	113.01'
13	5165	45.00'	113.01'
14	5175	45.00'	115.00'
15	5175	45.00'	115.00'
16	5175	45.00'	115.00'
17	5175	45.00'	115.00'
18	5175	45.00'	115.00'
19	5175	45.00'	115.00'
20	5175	45.00'	115.00'
21	5175	45.00'	115.00'
22	5175	45.00'	115.00'
23	5175	45.00'	115.00'
24	5175	45.00'	115.00'
25	5175	45.00'	115.00'
26	5175	45.00'	115.00'
27	5175	45.00'	115.00'
28	5175	45.00'	115.00'
29	5175	45.00'	115.00'
30	5175	45.00'	115.00'
31	5144	45.00'	111.13'
32	8493	109.03'	111.13'
33	13684	70.36	120.52
34	6959	45.00'	114.09'
35	5172	45.00'	114.09'
36	5175	45.00'	115.00'
37	5175	45.00'	115.00'
38	5175	45.00'	115.00'
39	5175	45.00'	115.00'
40	5175	45.00'	115.00'
41	5175	45.00'	115.00'
42	5891	50.08'	115.00'
43	5963	49.18'	112.24'
44	5175	45.00'	115.00'
45	5175	45.00'	115.00'
46	5175	45.00'	115.00'
47	5175	45.00'	115.00'
48	5175	45.00'	115.00'
49	5175	45.00'	115.00'
50	5175	45.00'	115.00'
51	5175	45.00'	115.00'
52	5175	45.00'	115.00'
53	5175	45.00'	115.00'
54	5175	45.00'	115.00'
55	5175	45.00'	115.00'
56	5175	45.00'	115.00'
57	5175	45.00'	115.00'
58	5175	45.00'	115.00'
59	5175	45.00'	115.00'
60	5175	45.00'	115.00'
61	5315	45.00'	110.03'
62	5552	42.75'	115.03'

LOT AREA TABLE			
63	5400	45.00'	120.00'
64	5400	45.00'	120.00'
65	5400	45.00'	120.00'
66	5400	45.00'	120.00'
67	5400	45.00'	120.00'
68	5400	45.00'	120.00'
69	5400	45.00'	120.00'
70	5400	45.00'	120.00'
71	5400	45.00'	120.00'
72	5400	45.00'	120.00'
73	5400	45.00'	120.00'
74	5323	45.00'	115.01'
75	11011	114.44'	115.01'
76	13649	140.08'	118.24'
77	5625	45.00'	125.00'
78	5625	45.00'	125.00'
79	5625	45.00'	125.00'
80	5625	45.00'	125.00'
81	5625	45.00'	125.00'
82	5625	45.00'	125.00'
83	5625	45.00'	125.00'
84	5625	45.00'	125.00'
85	5625	45.00'	125.00'
86	5621	44.94'	125.00'
87	5175	45.00'	115.00'
88	5175	45.00'	115.00'
89	5175	45.00'	115.00'
90	5175	45.00'	115.00'
91	5175	45.00'	115.00'
92	5175	45.00'	115.00'
93	5175	45.00'	115.00'
94	5175	45.00'	115.00'
95	5175	45.00'	115.00'
96	5175	45.00'	115.00'
97	5175	45.00'	115.00'
98	5162	45.00'	110.00'
99	5795	47.23'	115.02'
100	5400	45.00'	120.00'
101	5400	45.00'	120.00'
102	5400	45.00'	120.00'
103	5400	45.00'	120.00'
104	5400	45.00'	120.00'
105	5175	45.00'	115.00'
106	5175	45.00'	115.00'
107	5175	45.00'	115.00'
108	5175	45.00'	115.00'
109	5175	45.00'	115.00'
110	5291	45.00'	110.02'
111	5175	45.00'	115.00'
112	5175	45.00'	115.00'
113	5175	45.00'	115.00'
114	5175	45.00'	115.00'
115	5175	45.00'	115.00'
116	5175	45.00'	115.00'
117	5175	45.00'	115.00'
118	5175	45.00'	115.00'
119	5175	45.00'	115.00'
120	5175	45.00'	115.00'
121	5175	45.00'	115.00'
122	5175	45.00'	114.78'
123	5015	45.00'	112.73'
124	5547	47.23'	110.02'
125	5175	45.00'	115.00'

LOT AREA TABLE			
126	5175	45.00'	115.00'
127	5175	45.00'	115.00'
128	5175	45.00'	115.00'
129	5175	45.00'	115.00'
130	5175	45.00'	115.00'
131	5175	45.00'	115.00'
132	5175	45.00'	115.00'
133	5175	45.00'	115.00'
134	5175	45.00'	115.00'
135	5175	45.00'	115.00'
136	5175	45.00'	115.00'
137	5175	45.00'	115.00'
138	5175	45.00'	115.00'
139	5175	45.00'	115.00'
140	5175	45.00'	115.00'
141	5175	45.00'	115.00'
142	5175	45.00'	115.00'
143	5175	45.00'	115.00'
144	5175	45.00'	115.00'
145	5175	45.00'	115.00'
146	5175	45.00'	115.00'
147	5175	45.00'	115.00'
148	5175	45.00'	115.00'
149	5175	45.00'	115.00'
150	5175	45.00'	115.00'
151	5175	45.00'	115.00'
152	5175	45.00'	115.00'
153	5175	45.00'	115.00'
154	5175	45.00'	115.00'
155	5175	45.00'	115.00'
156	5175	45.00'	115.00'
157	5175	45.00'	115.00'
158	5175	45.00'	115.00'
159	5290	47.23'	110.02'
160	5019	45.00'	111.38'
161	5149	45.00'	111.38'
162	5175	45.00'	115.00'
163	5175	45.00'	115.00'
164	5175	45.00'	115.00'
165	5175	45.00'	115.00'
166	5175	45.00'	115.00'
167	5175	45.00'	115.00'
168	5175	45.00'	115.00'
169	5175	45.00'	115.00'
170	5175	45.00'	115.00'
171	5175	45.00'	115.00'
172	5175	45.00'	115.00'
173	5175	45.00'	115.00'
174	5175	45.00'	115.00'
175	5175	45.00'	115.00'
176	5175	45.00'	115.00'
177	5175	45.00'	115.00'
178	5175	45.00'	115.00'
179	5168	45.00'	113.42'
180	5141	45.00'	110.98'
181	5175	45.00'	115.00'
182	5175	45.00'	115.00'
183	5175	45.00'	115.00'
184	5175	45.00'	115.00'
185	5175	45.00'	115.00'
186	5175	45.00'	115.00'
187	5175	45.00'	115.00'
TOTAL		1,006,458 SF	
AVG. LOT		5,382 SF	
CASE #: FP16-02			



3 SHEET NUMBER

CVL CONSULTANTS

4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

DATE

NO.

REVISION

FINAL PLAT

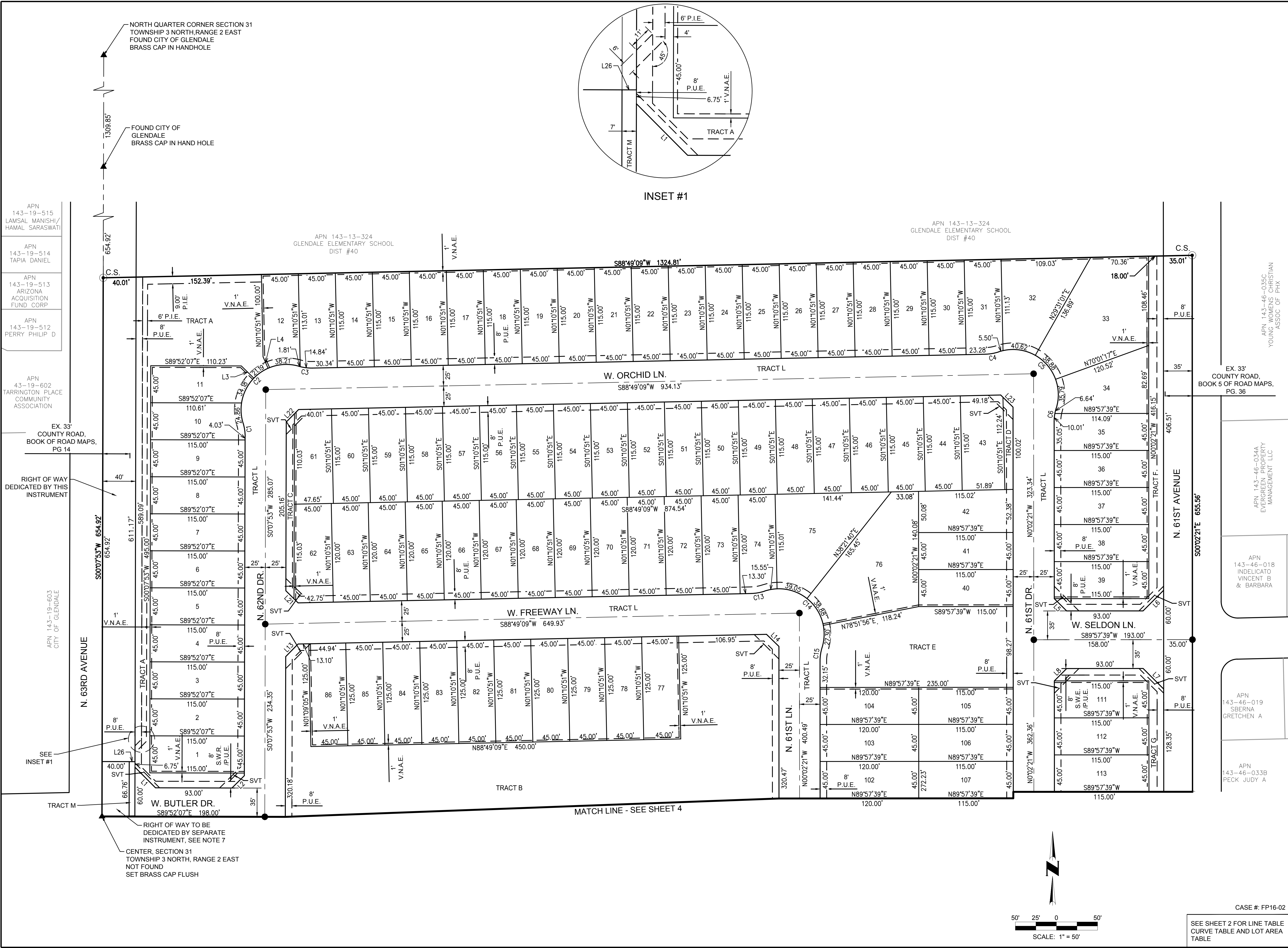
ALICE PARK
GLENDALE, ARIZONA

42186
ERIC G.
COFFEY
JUL 17 2017
ARIZONA U.S.A.
Expire 3-31-2017

2 SHEET OF 4

CVL Contact: DOUG CHUBIN
CVL Project #: 01-0278901
CVL File #:

CVL PROJECT #: 01-0278901 GLENDALE CASE #: FP16-02



CVL CONSULTANTS

4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

DATE

REVISION

NO.

FINAL PLAT

ALICE PARK
GLENDALE, ARIZONA

3 SHEET OF 4

CVL Contact: DOUG CHUBIN
CVL Project #: 01-0278901
CVL File #:

42186
ERIC G. COFFEY
ARIZONA U.S.A.
Expires 3-31-2017

CASE #: FP16-02
SEE SHEET 2 FOR LINE TABLE
CURVE TABLE AND LOT AREA
TABLE

APN 143-19-515
LAMSAL MANISHI/
HAMAL SARASWATI

APN 143-19-514
TAPIA DANIEL

APN 143-19-513
ARIZONA
ACQUISITION
FUND CORP

APN 143-19-512
PERRY PHILIP D

APN 43-19-602
TARRINGTON PLACE
COMMUNITY
ASSOCIATION

EX. 33'
COUNTY ROAD,
BOOK 5 OF ROAD MAPS,
PG 14

RIGHT OF WAY
DEDICATED BY THIS
INSTRUMENT

APN 143-19-603
CITY OF GLENDALE

SEE
INSET #1

TRACT M

NORTH QUARTER CORNER SECTION 31
TOWNSHIP 3 NORTH, RANGE 2 EAST
FOUND CITY OF GLENDALE
BRASS CAP IN HAND HOLE

FOUND CITY OF
GLENDALE
BRASS CAP IN HAND HOLE

APN 143-13-324
GLENDALE ELEMENTARY SCHOOL
DIST #40

APN 143-13-324
GLENDALE ELEMENTARY SCHOOL
DIST #40

APN 143-46-035C
YOUNG WOMENS CHRISTIAN
ASSOC OF PHX

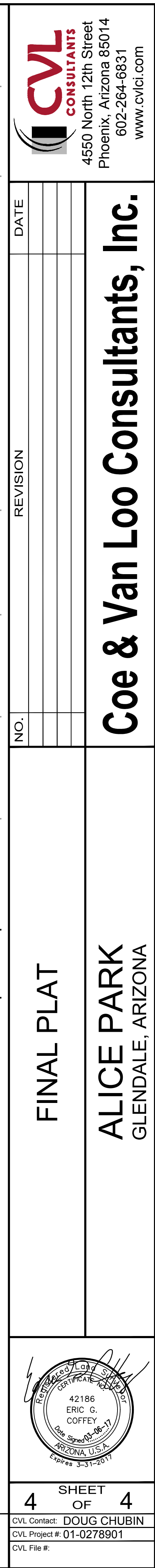
EX. 33'
COUNTY ROAD,
BOOK 5 OF ROAD MAPS,
PG. 36

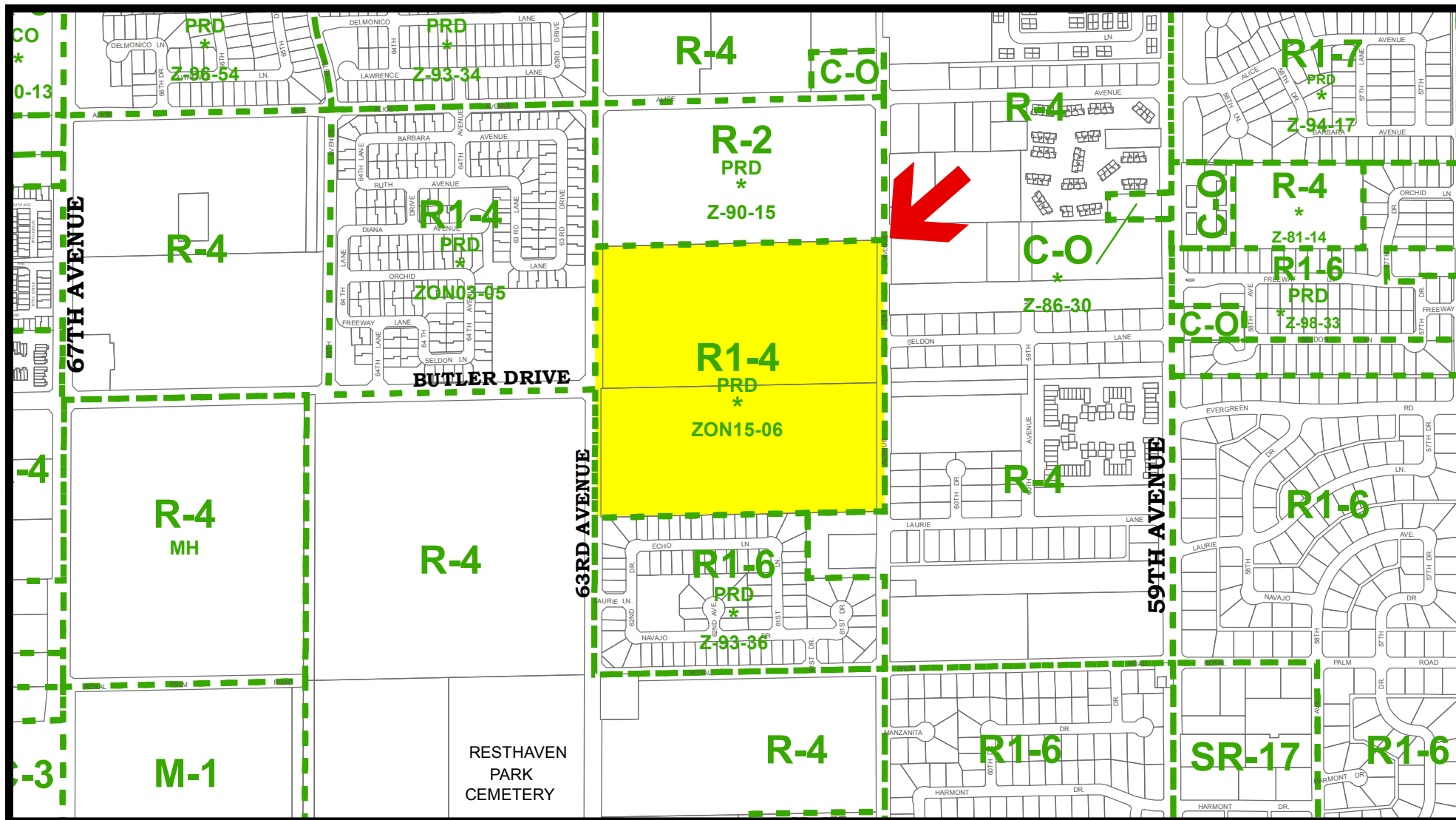
APN 143-46-034A
EVERGREEN PROPERTY
MANAGEMENT LLC

APN 143-46-018
INDELICATO
VINCENT B
& BARBARA

APN 143-46-019
SBERNA
GRETCHEN A

APN 143-46-033B
PECK JUDY A





CASE NUMBER

FP16-02



REQUEST

FINAL PLAT APPROVAL FOR ALICE PARK

LOCATION

8348 N. 61ST AVENUE



Aerial Date: October 2014



CASE NUMBER
FP16-02





Legislation Description

File #: 17-118, Version: 1

FINAL PLAT (FP) APPLICATION FP16-04: DEER VALLEY VILLAS - 18800 NORTH 51ST AVENUE

Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request by Hilgart Wilson, LLC for City Council to approve the Final Plat for Deer Valley Villas, a Planned Residential Development, located at 18800 North 51st Avenue.

Background

Deer Valley Villas is an 18-lot single family residential subdivision on approximately 4.2 acres. The typical lot size is 5,250 square feet with lot dimensions of 50 feet by 105 feet. The average lot size is approximately 5,672 square feet. The 18 lots will be served by new streets with vehicular access provided from 51st Avenue.

Analysis

The proposed Final Plat is consistent with the General Plan, the existing R1-4 PRD (Planned Residential Development) zoning, and meets the requirements of the Subdivision and Minor Land Division Ordinance. Staff recommends approval of Final Plat application FP16-04.

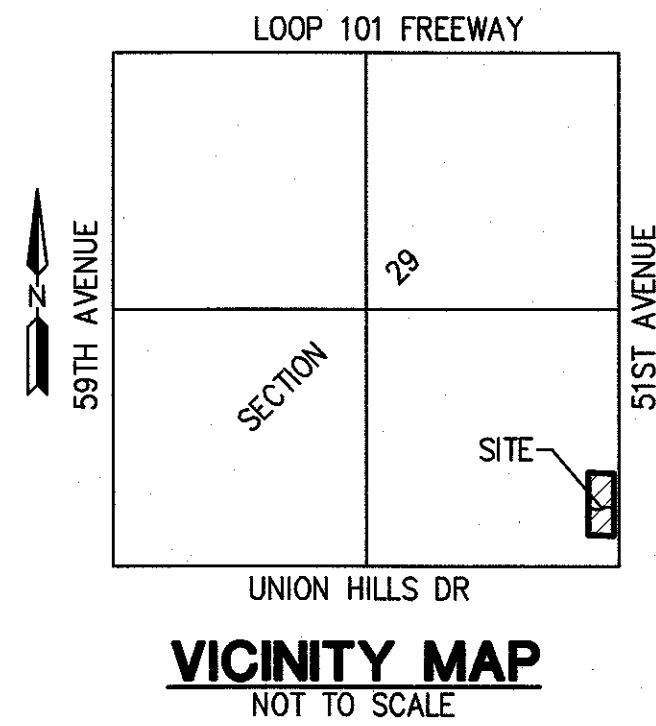
Previous Related Council Action

On November 22, 2016, City Council approved a General Plan Amendment to change the General Plan Land Use Map from LDR 1-2.5 (Low Density Residential 1-2.5 dwelling units per acre) to MDR 3.5-5 (Medium Density Residential 3.5-5 dwelling units per acre) and to rezone the property from A-1 (Agricultural) to R1-4 PRD (Single Residence, Planned Residential Development).

Community Benefit/Public Involvement

Approval of this request would allow future residential opportunities in an established part of the city with nearby infrastructure and amenities.

FINAL PLAT
OF
DEER VALLEY VILLAS
A PLANNED RESIDENTIAL DEVELOPMENT
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT DEER VALLEY VILLAS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNER, HAS SUBDIVDED UNDER THE NAME OF "DEER VALLEY VILLAS", A PLANNED RESIDENTIAL DEVELOPMENT, BEING WITHIN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 4 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON. DEER VALLEY VILLAS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP HEREBY PUBLISH THIS FINAL PLAT AS AND FOR THE FINAL PLAT OF "DEER VALLEY VILLAS", AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, STREET, TRACT, AND EASEMENT SHALL BE KNOWN BY THE NUMBER, NAME, OR LETTER THAT IS GIVEN EACH RESPECTIVELY. DEER VALLEY VILLAS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNER, HEREBY DEDICATES TO THE CITY OF GLENDALE, FOR USE AS SUCH, 51ST DRIVE AND MORROW DRIVE AS SHOWN ON SAID PLAT. DEER VALLEY VILLAS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNER, HEREBY GRANTS THE EASEMENTS FOR THE PURPOSES SHOWN HEREON.

TRACTS ARE TO BE USED SOLELY FOR THE PURPOSES AS SHOWN IN THE TRACT USE TABLE SHOWN HEREON. ALL TRACTS ARE TO BE OWNED AND MAINTAINED BY THE DEER VALLEY VILLAS HOMEOWNERS ASSOCIATION.

IN WITNESS WHEREOF:

DEER VALLEY VILLAS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO ATTESTED BY THE SIGNATURE OF _____
DULY AUTHORIZED ON THIS _____ DAY OF _____ 2017.

DEER VALLEY VILLAS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP, AS OWNER.

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

ON THIS, THE _____ DAY OF _____ 2017, BEFORE ME THE UNDERSIGNED NOTARY,
PERSONALLY APPEARED WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE
AUTHORIZED SIGNATORY OF DEER VALLEY VILLAS, LLLP, AN ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP AND ACKNOWLEDGED
THAT HE/SHE, BEING DULY AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.
IN WITNESS WHEREOF:

I HEREUNTO SET MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES

IMPROVEMENT ASSURANCES

I HEREBY ACKNOWLEDGE THAT ENGINEERING PLANS FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN APPROVED AND THAT ALL NECESSARY ASSURANCES FOR THESE IMPROVEMENTS HAVE BEEN RECEIVED IN A FORM ACCEPTABLE TO THE CITY.

CITY ENGINEER (OR DESIGNATE) DATE
CITY OF GLENDALE, ARIZONA

PRELIMINARY PLAT CONFORMANCE

I HEREBY ACKNOWLEDGE THAT FINAL PLAT HAS BEEN PREPARED IN GENERAL CONFORMANCE TO THE PRELIMINARY PLAT OF THIS SUBDIVISION APPROVED BY THE CITY OF GLENDALE PLANNING AND ZONING COMMISSION ON _____

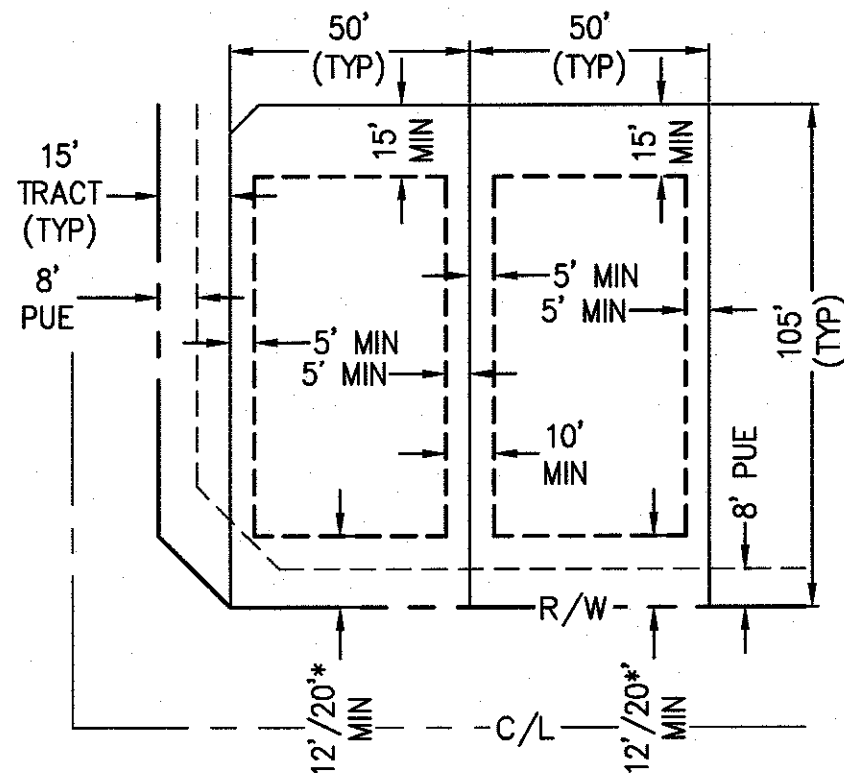
PLANNING AND DEVELOPMENT DATE
CITY OF GLENDALE, ARIZONA

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENDALE, ARIZONA. THIS ____ DAY OF _____, 2017.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK



TYPICAL 50' WIDE LOT
AND SETBACKS DETAIL
NTS

* 12' TO THE LIVING AREA OR SIDE ENTRY GARAGE AND 20' TO FRONT
FACING GARAGE MEASURED FROM THE BACK OF ATTACHED SIDEWALK

OWNER

DEER VALLEY VILLAS, LLLP
3104 E CAMELBACK RD., STE 821
PHOENIX, AZ 85016
PH: 480-532-3550
CONTACT: GERRY BARKMAN

ENGINEER

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: ZACH HILGART, PE

SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS, RLS

SHEET INDEX

FP01 COVER SHEET
FP02 FINAL PLAT

BASIS OF BEARING

S00°00'10\"/>

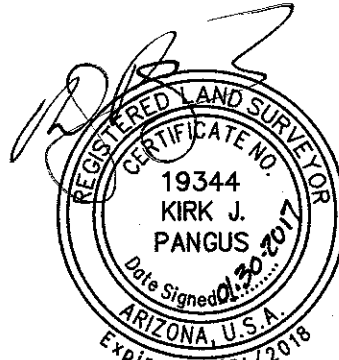
NOTES

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY UNDER A.R.S. SECTION 45-576.
- ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 69 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.
- EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFIED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:
 - WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING.
 - CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.
- ALL LANDSCAPE TRACTS AND LANDSCAPE WITHIN ARTERIAL AND COLLECTOR STREETS DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.
- FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.
- ALL DRAINAGE STRUCTURES LOCATED IN TRACTS OUTSIDE OF RIGHT OF WAY DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.
- LOT 16 SHALL BE LIMITED TO A SINGLE-STORY HOME.

LAND SURVEYOR CERTIFICATION

I, KIRK J. PANGUS, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF MARCH 2016; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL EXTERIOR BOUNDARY MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY:
KIRK J. PANGUS, RLS
RLS# 19344
HILGARTWILSON, LLC.
2141 E. HIGHLAND AVENUE, SUITE 250
PHOENIX, ARIZONA 85016
P: (602) 490-0535
kpangus@hilgartwilson.com



NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

HILGARTWILSON
ENGINEER | PLANNING | SURVEY | MANAGEMENT
2141 E. HIGHLAND AVE., STE. 250 | P: 602.490.0535 | F: 602.368.2496
www.hilgartwilson.com

DEER VALLEY VILLAS
51ST AVENUE & UNION HILLS DRIVE
GLENDALE, ARIZONA
FINAL PLAT

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PROJ. NO.: 1657
DATE: NOV. 2016
SCALE: AS SHOWN
DRAWN: SWR/JDL
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:
CASE NO. FP16-04

DWG. NO.

FP-01

SHT. 1 OF 2

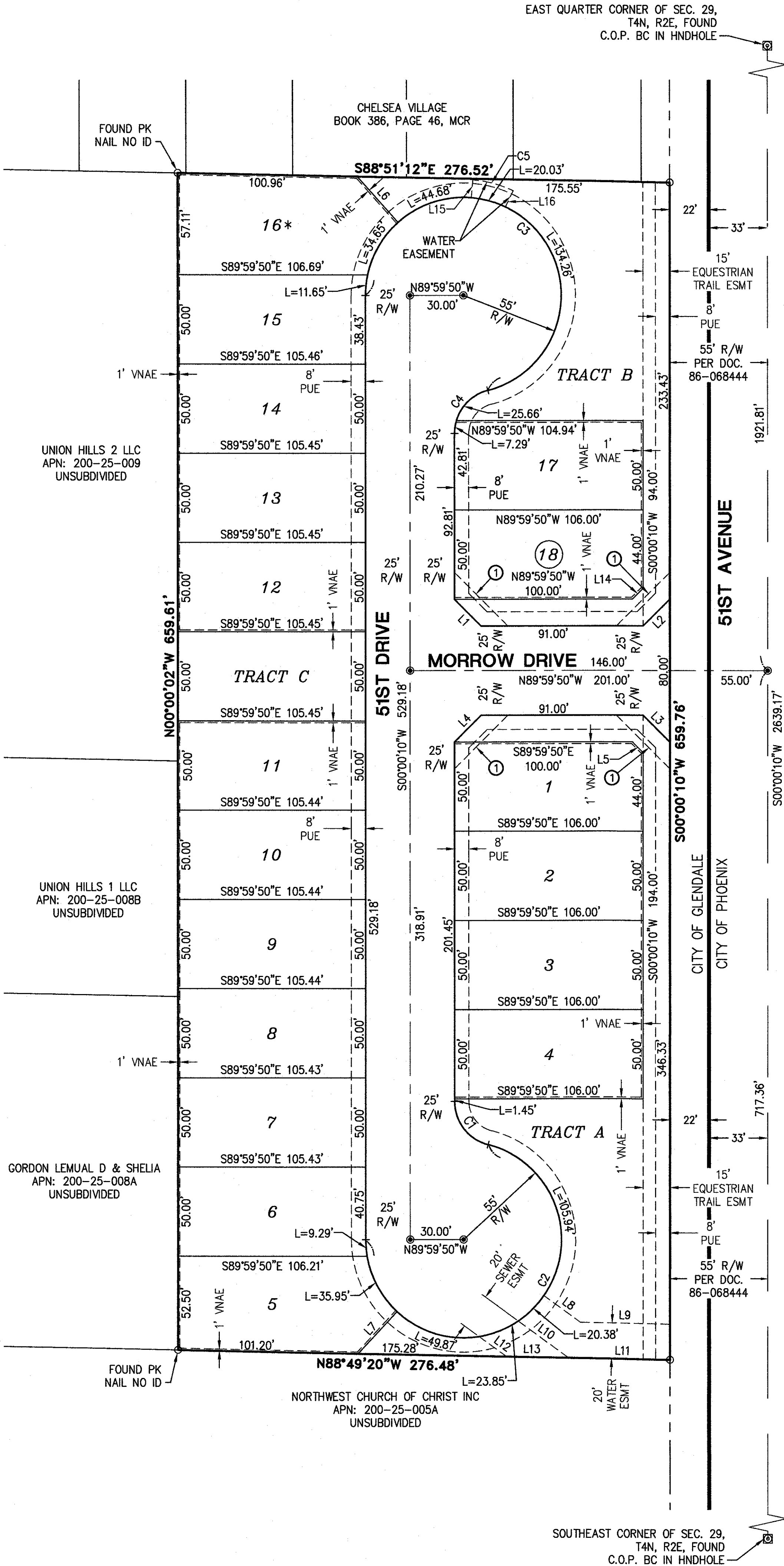
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N44°59'50"W	21.21'
L2	N45°00'10"E	21.21'
L3	S44°59'50"E	21.21'
L4	N45°00'10"E	21.21'
L5	S44°59'50"E	8.49'
L6	S41°45'23"E	34.37'
L7	N42°52'21"E	32.09'
L8	S53°49'19"E	25.35'
L9	S88°49'20"E	50.41'
L10	S53°49'19"E	34.92'
L11	S88°49'20"E	57.12'
L12	S53°49'19"E	19.01'
L13	S88°49'20"E	34.87'
L14	S45°00'10"W	8.49'
L15	S04°47'35"W	10.00'
L16	N25°39'24"E	10.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	25.00'	75°31'21"	32.95'
C2	55.00'	255°31'21"	245.28'
C3	55.00'	255°31'21"	245.28'
C4	25.00'	75°31'24"	32.95'
C5	65.00'	20°51'49"	23.67'

LOT TABLE	
LOT #	AREA (SQ.FT)
LOT : 1	5282
LOT : 2	5300
LOT : 3	5300
LOT : 4	5300
LOT : 5	6022
LOT : 6	5274
LOT : 7	5272
LOT : 8	5272
LOT : 9	5272
LOT : 10	5272
LOT : 11	5272
LOT : 12	5272
LOT : 13	5273
LOT : 14	5273
LOT : 15	5278
LOT : 16	6317
LOT : 17	5297
LOT : 18	5282

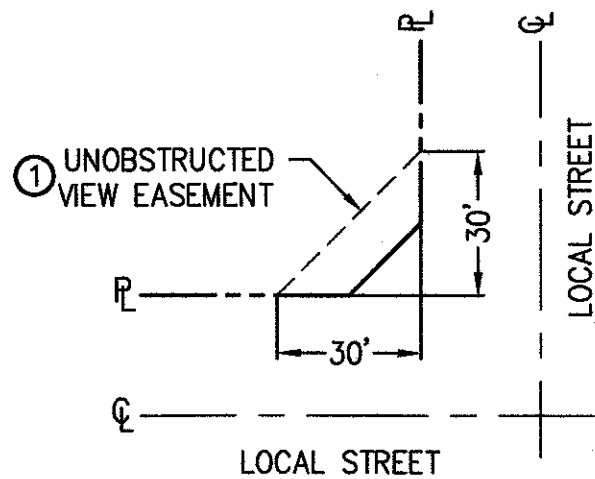
TRACT USE TABLE		
TRACT	AREA (ACRES)	USE
TRACT A	0.4021	COMMON AREA, DRAINAGE, EQUESTRIAN TRAIL, PUE, WATER EASEMENT & SEWER EASEMENT
TRACT B	0.3398	COMMON AREA, DRAINAGE, EQUESTRIAN TRAIL, PUE & WATER EASEMENT
TRACT C	0.1210	COMMON AREA, DRAINAGE & PUE

- 1) COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2) SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED HEREON.



LEGEND

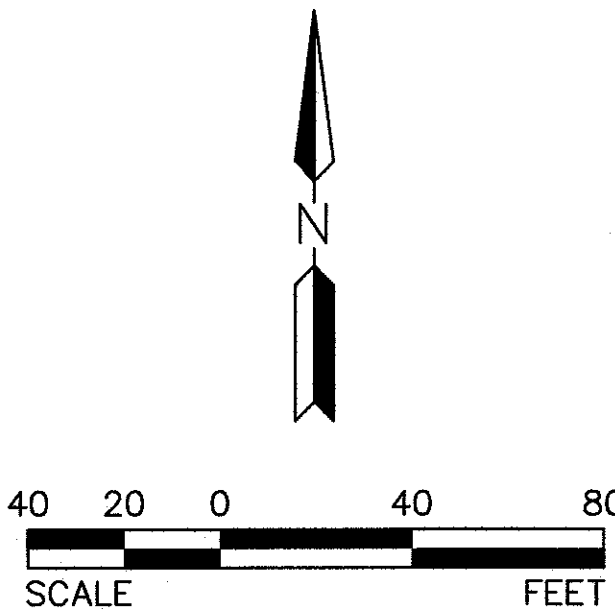
- FOUND REBAR W/ CAP, RLS 25403 OR AS NOTED
- ⊗ FOUND BRASS CAP IN HANDHOLE AS NOTED
- SET BRASS CAP FLUSH (PER MAG STD. DETAIL 120-1, TYPE B)
- SET 1/2" REBAR W/ CAP, RLS 19344 OR AS NOTED
- BOUNDARY LINE
- - - SECTION LINE
- - - RIGHT OF WAY
- - - PARCEL LINE
- - - EASEMENT AS NOTED
- R/W RIGHT-OF-WAY
- PUE PUBLIC UTILITY EASEMENT
- VNAE VEHICLE NON-ACCESS EASEMENT
- MCR MARICOPA COUNTY RECORDS
- RLS REGISTERED LAND SURVEYOR
- ESMT EASEMENT
- * LOT RESTRICTED TO SINGLE STORY
- ① 30'X30' UNOBSTRUCTED VIEW EASEMENT



UNOBSTRUCTED VIEW EASEMENT

NOTES:

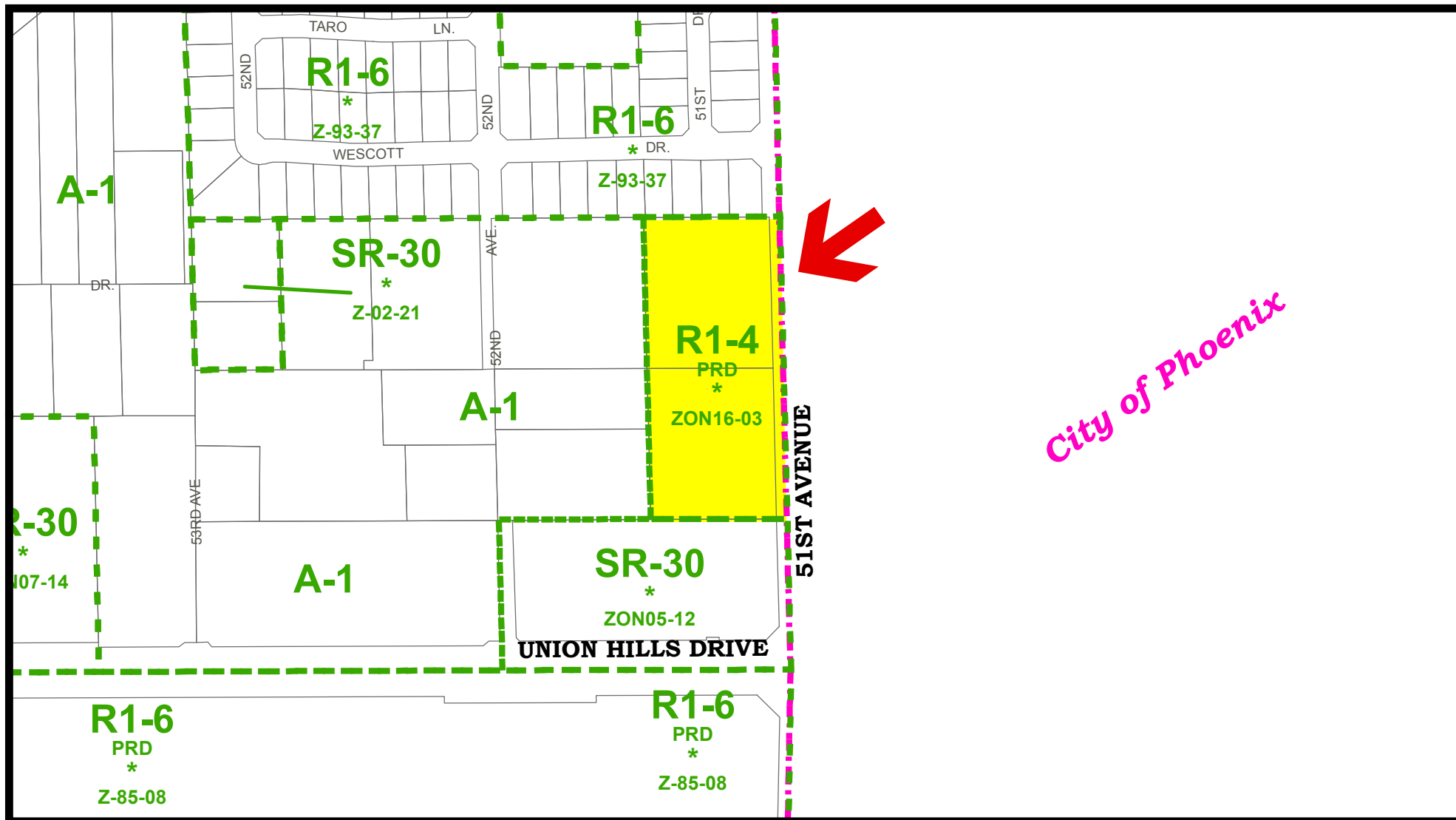
- NO SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, (EXCLUDING TREES OVER 30 INCHES IN HEIGHT) SHALL BE PERMITTED WITHIN THE RESTRICTED AREAS. EXCEPT AS APPROVED BY THE CITY TRANSPORTATION DIRECTOR.
- TREES ARE PERMITTED WITHIN THE RESTRICTED AREAS PROVIDED:
 - NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES OR BELOW 84 INCHES ARE PERMITTED.
 - TREES ARE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS PRESENT.



DEER VALLEY VILLAS 51ST AVENUE & UNION HILLS DRIVE GLENDALE, ARIZONA FINAL PLAT

PROJ. NO.: 1657	STATUS:
DATE: NOV. 2016	MUNICIPAL TRACKING NO:
SCALE: 1"=40'	CASE NO. FP16-04
DRAWN: SWR/JDL	APPROVED: KJP

DWG. NO.
FP-02
SHT. 2 OF 2



CASE NUMBER

FP16-04



LOCATION

18800 N. 51ST AVENUE

REQUEST

FINAL PLAT APPROVAL FOR DEER VALLEY VILLAS.



Aerial Date: October 2014



CASE NUMBER
FP16-04





Legislation Description

File #: 17-126, Version: 1

ORDINANCE NO. 017-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND FILE AN AIRPORT LAND LEASE AGREEMENT WITH BUTLER AVIATION INVESTMENTS, LLC FOR CERTAIN PROPERTY AT THE GLENDALE MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into an aircraft hangar land lease agreement with Butler Aviation Investments, LLC.

Background

Pad #8 is an undeveloped lot located on a former hangar development area at the far south end of the Glendale Municipal Airport (Airport) that has been vacant since 1997. The Airport was approached by Butler Aviation Investments, LLC to lease the 4,645sf lot to build, and then sell, a 60-foot-wide by 60-foot-deep aircraft storage hangar.

The lease provides for a reduced rent for a construction term of no more than one year or until a date of certificate of occupancy is issued. Thereafter, the term of the lease is 20 years, with two 10-year options, allowing the lease term to be a maximum length of 41 years. The lease will be transferrable to the new airport hangar owner.

Analysis

Having adequate aircraft storage facilities is important in meeting the needs of the flying public. The proposed hangar will complement the existing box hangars on the south end of the Airport, and be an asset to the city at the end of the lease term. Butler Aviation Investments, LLC built a hangar on pad number 12 in 2016 and wished to build another on pad #8.

The initial land lease rate is \$692.25, with an increase to \$1,393.50 annually on the date a certificate of occupancy is issued. The land lease rate is in accordance with the Airport Rates and Charges within the variable and negotiable structure. This rate (.30 per square foot per year) is comparable to other airports in the valley. After every three-year period, the lease rate shall be adjusted by the latest Consumer Price Index.

At the end of the term and any renewals, all improvements to the lot will become the property of the city.

Previous Related Council Action

On November 10, 2015, Council approved the revised rate and charges at the Glendale Municipal Airport including the variable and negotiable rate structure.

On April 28, 2015, Council authorized entering into an aircraft hangar land lease with Butler Aviation Investments, LLC for pad #12.

Community Benefit/Public Involvement

The Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport.

The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during its monthly meetings. The Aviation Advisory Commission approved a motion at the meeting of August 10, 2016 recommending City Council authorize the City Manager to enter into the land lease as presented to the Aviation Advisory Commission with Butler Aviation Investments, LLC for pad #8, to construct a box hangar.

Budget and Financial Impacts

The land lease agreement will provide modest but reliable revenue for the Airport. The hangar building becomes city property after the lease term, extending potential revenue opportunities for new development on the site. The land lease rate is comparable to other airports in the valley.

ORDINANCE NO. O17-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND FILE AN AIRPORT LAND LEASE AGREEMENT WITH BUTLER AVIATION INVESTMENTS, LLC FOR CERTAIN PROPERTY AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City is the owner of the Glendale Municipal Airport and “Pad #8” at the airport; and

WHEREAS, the City desires to lease to Butler Aviation Investments, LLC certain property at the Glendale Municipal Airport which is located at 6801 North Glen Harbor Blvd.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City has determined that Pad #8 at the Glendale Municipal Airport will be leased to Butler Aviation Investments, LLC.

SECTION 2. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

SECTION 3. That the City Manager and City Clerk are authorized and directed to execute and file the Land Lease Agreement, so that a copy of the lease is on file in the City Clerk office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

WHEN RECORDED, RETURN TO:

**City of Glendale
City Clerk
5850 West Glendale Avenue
Glendale, Arizona 85301**

Agreement No. _____

LAND LEASE AGREEMENT

This Lease Agreement ("this Lease") is executed to be effective the __ day of ____, 20__, between the city of Glendale, an Arizona municipal corporation ("the City"), and Butler Aviation Investments, LLC. ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Blvd. (the "Airport"); and

WHEREAS, Lessee desires to lease certain property at the Airport known as "Pad #8" on which to construct a combination aircraft hangar and office building, such property containing approximately 4,645 square feet and being more particularly described in Exhibit A attached to this Lease (the "Property"); and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS.

- A. The City hereby leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
 - 1. The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport, including the runways, approach areas, taxiways and navigational aids.
 - 2. The right of ingress and egress from the Property over and across designated Airport property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.

3. In addition to said general privileges, uses and rights, the City grants to Lessee the right to construct a combination aircraft hangar and office building on the Property and use it for any acceptable airport use, provided that Lessee complies with all provisions of the Airport's Rules and Regulations and Minimum Operating Standards applicable to the use selected by Lessee.
 - B. Lessee shall not use the Property for any purposes other than those specified above. All rights granted to Lessee under this Lease, are nonexclusive.
2. TERM.
 - A. The construction term of this Lease shall be for a maximum period of one year(s) or when the certificate of occupancy is issued, whichever comes first. The original term of this Lease shall be for a period of twenty (20) years commencing on the date a certificate of occupancy is issued and expiring on the same date twenty years later, unless sooner terminated pursuant to the provisions contained in this Agreement.
 - B. The City grants to Lessee an option to renew this Lease for two successive ten (10) year periods, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. The Airport will send a courtesy written notice that a term is expiring at least one hundred and eighty (180) days prior to the expiration date. Lessee may exercise said option by delivering to the Airport Manager written notice of its intention to do so at least ninety (90) days prior to the expiration of the original term of this Lease or any renewal thereof.
3. RENT.
 - A. From the effective date of this Lease to the date on which Lessee is issued a Certificate of Occupancy for the improvements to be constructed by the end of the first year of this Lease pursuant to Section 5(B) below, Lessee shall pay, without notice and free from all claims, deductions or set-offs against the City, annual rent in the amount of \$692.25 per year. On the date on which Lessee is issued a Certificate of Occupancy for said improvements, Lessee's annual rent increases to \$1,393.50, which rent shall be paid at the beginning of each year of the lease term without notice and free from all claims, deductions or set-offs against the City.
 - B. After the third year of this Lease, Lessee's rent shall be increased by the latest available Phoenix-Mesa-Scottsdale Consumer Price Index ("CPI") (All Cities and All Urban Consumers), as prepared by the U.S. Department of Labor, Bureau of Labor Statistics. (If such CPI is discontinued, a comparable CPI shall be

substituted therefore.) Thereafter, at the end of each three-year period following a rent adjustment, Lessee's rent shall again be increased by the latest CPI for the previous three years. In the event that the CPI decreases for any three-year period, no rent adjustments shall be made to Lessee's rent for the next three-year period, and Lessee's rent shall again be increased by the CPI at the end of succeeding three-year periods at such time as the CPI again increases.

- C. Lessee shall pay one-twelfth of the annual rent due for the then current lease year, in advance, on the first day of each month. At such time as Lessee's rent increases under Section 3(A) due to the issuance of a Certificate of Occupancy, Lessee shall pay the additional rent due for such Lease year on a pro-rata basis.
- D. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made.

4. UTILITIES.

Lessee will pay for all utilities used in its operations at the Airport. Lessee may install a sub-meter to measure Lessee's water consumption on the outside of the hangar. If Lessee elects not to install a sub-meter, Lessee will pay a minimum of thirty five dollars (\$35.00) per month for water/sewer/refuse to the City. In the event additional occupants use the hangar, the Lessee will pay additional money as determined by the City in its reasonable discretion and with input from Lessee. The Airport will assist and cooperate in the facilitation of the utility hook-ups for the building/hangar Lessee constructs on the Property.

5. IMPROVEMENTS.

- A. Lessee shall make no improvements or modifications to the Property without the prior written consent of the City. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City, and upon completion of any improvements or modifications, Lessee shall furnish to the City two complete sets of detailed plans and specifications of the work as completed. Prior to the start of any construction of improvements or modifications to the Property, Lessee shall secure all applicable building permits and approvals from the City. In addition, Lessee shall furnish any additional information concerning any proposed improvements or modifications, which the City may deem necessary with regard to the safety of the Property and/or compatibility with the general use of the Airport.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee should interfere with any FAA navigational aid, Lessee shall be responsible for

removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner.

- C. Prior to the start of any construction on the Property, Lessee or its contractor shall provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond is solely for the protection of claimants supplying labor or materials for the construction work and the performance bond is solely for the protection of the City, conditioned upon the faithful performance of the construction work. Bonds must include a provision allowing the prevailing party in a suit on such bond to recover as part of its judgment reasonable attorney's fees. Each bond shall be executed by a surety company acceptable to the City. Each bond shall be filed with the City Clerk immediately upon execution with a copy to the Airport Manager. The City will not unreasonably withhold consent to other forms of financial security.
- D. Lessee shall keep the Property and all improvements free of any liens of any kind or nature for any work done, labor performed or material furnished on or to the Property. If any such lien is filed, Lessee shall, at its sole cost, remove such lien from the Property within thirty days of notice.
- E. Lessee will begin construction of any improvements and modifications to the Property within a reasonable period of time following the approval of the City and the issuance of a building permit, if necessary, for the construction. Lessee will diligently pursue construction of the improvements or modifications and will complete construction in accordance with the schedule for completion agreed upon by the City. All improvements and modifications made by Lessee which become fixtures to the Property become the property of the City, at no cost to the City, upon the expiration or termination of this Lease, free of any security interest or claims of any kind from Lessee; provided that if Lessee is not in default of any of its obligations under this Lease and can remove any of its trade fixtures at its own expense without materially damaging the Property, Lessee may remove such fixtures at the termination or expiration of this Lease.

6. ACCEPTANCE; MAINTENANCE; REPAIRS.

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder. Except as may otherwise be specifically provided for herein, the City shall not be required to maintain or to make any improvements, repairs or restorations upon or to the Property or to any

of the improvements presently located thereon. Under no circumstances shall the City have any obligation to repair, maintain or restore any improvements placed upon the Property by Lessee.

- B. Lessee shall be solely responsible, at its cost, for all repairs and maintenance whatsoever on the Property and shall maintain all improvements thereon in a good workmanlike manner, and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the FAA, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:
1. Keep at all times, in a clean and orderly condition and appearance, the Property, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Property. Lessee shall be responsible for all janitorial services on the Property;
 2. Be responsible for the maintenance and repair of all utility services lines placed on the Property and used by Lessee exclusively; and
 3. Repair any damage caused by Lessee, or its agents, employees or invitees, to the Airport caused by any hazardous materials, including oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
 4. Maintain the fire sprinkler system, including but not limited to the pipes on the exterior of the hangar building.

If Lessee fails to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without such entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and repair, replace, rebuild or paint any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof shall be payable to the City by Lessee on demand; provided that if in the opinion of the City, Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states in its notice to Lessee, the City may, in its sole discretion, elect to perform such maintenance at any time after the giving of such notice, and Lessee shall pay to the City all costs of such work on demand. If the City, its officers, employees or agents undertake any work

hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting there from except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations to be stated otherwise herein.

7. ADDITIONAL OBLIGATIONS OF LESSEE.

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee shall provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- C. Lessee shall take all reasonable measures:
 - 1. Not to produce on the Airport any disturbance that interferes with the operation by the City or the FAA of air navigational, communication or flight equipment on the Airport; and
 - 2. To reduce to a minimum vibrations tending to damage any equipment, structure or building.
- D. Lessee shall control the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- E. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and shall use a system of refuse disposal approved by the City.
- F. Lessee shall not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.
- G. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire

protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.

- H. Lessee shall take measures to ensure security in accordance with generally accepted security procedures.
- I. Lessee shall not do, nor permit to be done, any act or thing upon the Property:
 - 1. Which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease; or
 - 2. Which will invalidate or conflict with any fire insurance policies or regulations, Uniform Fire Code, N.F.P.A. Standard No. 409 for operation of aircraft, and other provisions as applicable to the Property or other contiguous premises at the Airport.
- J. Lessee shall provide prompt written notice to the City of any person or entity performing aircraft maintenance work, flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.
- K. Lessee shall not overload any floor, structure or structural member on the Property, or any paved area on the Airport, and shall repair at Lessee's expense any floor, structure, structural member or any paved area damaged by overloading.
- L. Lessee shall conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of Lessee. In addition, all possible care, caution and precaution shall be used to minimize prop or jet blast interference to aircraft operations or to buildings, structures and roadways now located on, or which in the future may be located on, areas adjacent to the Airport.

8. INGRESS AND EGRESS.

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway or taxiway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free

access and passage of others to space adjacent to the Property or to any roadways near the Property.

9. ASSIGNMENT AND SUBLETTING.

- A. Lessee shall not assign or sublease any of its interest under this Lease, nor permit any other person to occupy the Property without the prior written consent of the City, such consent not to be unreasonably withheld. The City may, as a condition of approval, require that any potential transferee submit biographical and financial information to the City at least thirty days prior to any transfer of Lessee's interest.
- B. Lessee may mortgage, encumber or assign any portion of its right, title and interest in the leasehold estate created by this Lease to lenders for purposes of financing the initial construction of the capital improvements required by this Lease. Any such mortgage, encumbrance or assignment shall be subject to all of Lessee's obligations under this Lease. No person or entity shall have the right to place any mortgages, deeds of trusts, liens or encumbrances of any nature on the Property, nor shall any permitted assignment result in a subordination, in whole or in part, of the City's rights under this Lease.

10. ADVERTISING SIGNS.

Lessee may install on the Property, subject to the City's sign ordinance, signs identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation.

11. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Lease by giving Lessee thirty (30) days written notice after the happening of any of the following events:
 - 1. The failure of Lessee to perform any of its obligations under this Lease, provided that Lessee fails to cure its default within said 30-day notice period;
 - 2. The taking of possession for a period of ten (10) days or more of substantially all of the personal property used on the Property belonging to Lessee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;

3. The filing of any lien against the Property because of any act or omission of Lessee which is not discharged within thirty (30) days of receipt of actual notice by Lessee.
- B. The City may place Lessee in default of this Lease by giving Lessee 30 days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During said 30-day notice period, Lessee shall cure said default; otherwise, the City may elect to terminate this Lease or do any of the following:
1. Institute action(s) to enforce this Lease;
 2. Take possession of the Property, together with improvements, fixtures, and equipment therein contained without terminating this Lease, and on behalf of Lessee relet the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
 3. Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and reletting and brokerage commissions for services performed by or for the City;
 4. Exercise the "Remedies of Landlord" as set forth in Arizona Revised Statutes, Title 33;
 5. Exercise any other remedy allowed by law or equity.
- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City shall have the right, upon written notice to Lessee, to immediately terminate this Lease or to secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee shall terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Lessee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Lessee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

12. TERMINATION BY LESSEE.

Lessee may terminate this Lease at any time that it is not in default of its obligations by giving the City ninety (90) days' written notice. In addition, Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty (30) days' written notice after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty (30) consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty (30) consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

13. INDEMNIFICATION.

Lessee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee or its agents, employees and invitees (hereinafter referred to collectively as "Lessee" in this Section) in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

14. INSURANCE.

Lessee shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee. The City reserves the right to modify the minimum insurance limits described in this paragraph at any time.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability or Airport Premises Liability:** On an "occurrence" basis, including property damage, bodily injury, personal injury, advertising injury and contractual liability with limits no less than **\$1,000,000** per occurrence, **\$1,000,000** aggregate. Hangarkeepers liability with a **\$1,000,000** per occurrence limit is required if the Lessee is storing or working on non-owned aircraft. Fire Legal Liability must also be included with limits not less than **\$500,000**.
2. **Automobile Liability:** covering any on-premises auto including all owned, non-owned or hired vehicles with a combined single limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **If lessee leases/builds any structures, Property insurance** is required to provide coverage against all risks of loss to property and any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision. The Property insurance shall **name the City as Loss Payee** as its interests may appear.

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. For General/Airport Premises Liability and Automobile Liability, the City, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, work or operations performed by or on behalf of the Lessee.
2. The Lessee's insurance coverage shall be **primary insurance** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.

3. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
4. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

15. QUIET ENJOYMENT.

So long as Lessee shall timely pay the rent required under this Lease and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Airport.

16. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights herein granted shall cease, and it shall surrender the same and leave the Property in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by Lessee on the Property shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, and for an additional period of ten (10) days after its expiration, to remove the same from the Property; provided that Lessee is not in default of any of its obligations hereunder and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within said 10-day period shall become a part of the Property, and ownership thereto shall vest in the City.

17. NOTICE.

All notices required or permitted to be given under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: City of Glendale
 Attention: Airport Manager, (623) 930-2188
 6801 N. Glen Harbor Blvd., #201
 Glendale, Arizona 85307

TO LESSEE: Mr. Adam Butler
 A Shade Above
 P. O. Box 6770
 Phoenix, AZ 85005

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

18. SEVERABILITY.

Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

19. TAXES AND LICENSES.

- A. Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any such tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Lessee for the period this Lease is in effect.
- B. Lessee acknowledges that it may be a "prime lessee", as defined in A.R.S. Section 42-1901, and that it may be subject to excise tax liability under this Lease pursuant to A.R.S., Title 42, Chapter 13 as a prime lessee of a government property improvement. Lessee further acknowledges that any failure by Lessee to pay taxes due under A.R.S., Title 42, Chapter 13 after notice and an opportunity to cure shall constitute a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.

20. LITIGATION

This Lease shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising under this Lease and consent to a trial to the court.

21. RULES AND REGULATIONS.

Lessee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations, the Property (including the Americans with Disabilities Act), or the operation, management, maintenance or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the effective date of this Lease. Lessee shall display to the City, upon request, any permits, licenses, or other evidence of compliance with such laws. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are hereby incorporated in this Lease.

22. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all reasonable times to enter upon the Property for any lawful purpose, provided such action does not unreasonably interfere with Lessee's use, occupancy or security of the Property.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at its own cost, whether for its own benefit or for the benefit of others at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Property at all reasonable times to make such repairs, replacements or alterations thereto which may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the Property such systems or parts thereof and, in connection with such maintenance, use the Property for access to other parts of the Airport otherwise not conveniently accessible; provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Property by Lessee.

- C. If any personal property of Lessee shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or utility company, in order that access may be had to the system for inspection, maintenance or repair. If Lessee fails to move such property after direction from the City or utility company to do so, the City or the utility company may move it, and Lessee shall pay the cost of such moving upon demand, and Lessee hereby waives any claim for damages as a result thereof, except for claims for damages arising from the City's sole negligence.
- D. Exercise of any or all of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Lessee, nor be made the grounds for any abatement of rent or any claim for damages.

23. FAA REQUIRED PROVISIONS.

- A. Lessee shall, in the event facilities are constructed, maintained or otherwise operated on the Property for a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provision of similar services or benefits, maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("C.F.R."), D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.
- B. Lessee and its sublessees, if any, agree to comply with pertinent statutes, executive orders and such rules as are promulgated to ensure that no person will, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates the Lessee or its transferee for the period during which federal assistance is extended to the airport through the airport improvement program. In cases where federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:
 - (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

C. Lessee agrees that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Property; (2) in the construction of any improvements on, over or under the Property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination; and (3) Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, C.F.R., D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.

D. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, sub-recipients and contractors, whether such programs or activities are federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- E. In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate this Lease and to reenter and repossess the Property and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed, including expiration of appeal rights.
- F. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the

case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- G. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or device; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- H. Non-compliance with Subsection G shall constitute a material breach thereof, and in the event of such non-compliance, the City shall have the right to terminate this Lease without liability therefore, or, at the election of the City or the United States, either shall have the right to judicially enforce Subsection G.
- I. Lessee shall insert the above provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- J. Lessee shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subsection. Lessee shall require its covered sub-organizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. 152, Subpart E, to the same effect.
- K. The City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Lessee, and Lessee shall not interfere with, or hinder the Lessor in its plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.
- L. The City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the Airport.
- M. There is hereby reserved to the City, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property.

This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operation on the Airport.

- N. Lessee shall comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R.") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- O. Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R. Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.
- P. Lessee shall not make use of the Property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of such interference at the expense of Lessee.
- Q. Nothing in this Lease shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1985 (49 U.S.C. 1349a).
- R. This Lease is subordinate to Lessor's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the Lessor. Lessor and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, Lessor and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.
- S. This Lease incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

24. SURVIVAL OF LESSEE'S OBLIGATIONS.

If this Lease is terminated by the City in accordance with the provisions herein or if the City reenters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive such termination, re-entry or resumption of possession and shall remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies shall become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) shall include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

25. REMEDIES TO BE NONEXCLUSIVE.

All remedies provided in this Lease shall be deemed cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies, shall not prevent the exercise of any other remedy.

26. TIME IS OF THE ESSENCE.

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

27. MISCELLANEOUS.

This Lease constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease shall be binding upon and inure to the benefit of the parties' successors and assigns.

(Signatures appear on the following pages.)

EXECUTED to be effective on the date specified above.
“City”.

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

LESSEE:

By: AR

Its: President

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of March, 2017, by Adam Butler, in his or her capacity as President of Butler Aviation Investments, LLC, an Arizona corporation.

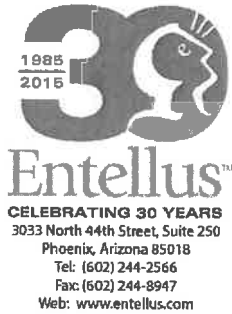


Roxanne C Alexander
Notary Public

My Commission Expires:

January 15, 2019

EXHIBIT A
(Property)



HANGAR 8

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR
CITY OF GLENDALE
GLENDALE MUNICIPAL AIRPORT
HANGAR 8 LEASE**

That portion of a parcel of land described as Lease Sections One in Document # 2002-0852771 of the Maricopa County Recorder, located in the Southwest Quarter of Section 7, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 7, being monumented with a brass cap found flush, from which the North Quarter Corner of said Section 7, being monumented with a brass cap in hand hole, bears North 89 degrees 35 minutes 16 seconds West a distance of 2,640.00 feet, said line being the North line of said Northeast Quarter of Section 7 and the basis of bearings for this description;

Thence along the East line of said Northeast Quarter, South 00 degrees 11 minutes 04 seconds West a distance of 33.00 feet to a point on a line parallel with and 33.00 feet distant from said North line of the Northeast Quarter;

Thence along said parallel line, North 89 degrees 35 minutes 16 seconds West a distance of 1,488.26 feet to a point on the west line of the parcel of land as described in Document # 1983-0522847 of the Maricopa County Recorder;

Thence along said west line, South 00 degrees 24 minutes 44 seconds East a distance of 341.36 feet to a point;

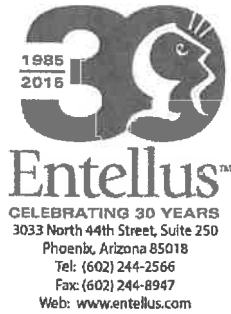
Thence continuing along said west line and its projection, South 25 degrees 54 minutes 44 seconds West a distance of 4,700.84 feet to a point;

Thence South 64 degrees 05 minutes 16 seconds East a distance of 166.52 feet to the southwest corner of said Lease Sections One;

Thence along the south line of said Lease Sections One, South 64 degrees 05 minutes 16 seconds East a distance of 24.09 feet to a point;

Thence North 25 degrees 54 minutes 44 seconds East a distance of 38.95 feet to the POINT OF BEGINNING of this description;

Thence North 25 degrees 54 minutes 44 seconds East a distance of 65.00 feet to a point;



HANGAR 8

Thence South 64 degrees 05 minutes 16 seconds East a distance of 71.46 feet to a point;

Thence South 25 degrees 54 minutes 44 seconds West a distance of 65.00 feet to a point;

Thence North 64 degrees 05 minutes 16 seconds West a distance of 71.46 feet to the POINT OF BEGINNING.

Containing an area of 4,645 SQUARE FEET or 0.107 ACRES, more or less.

See attached Exhibit "B"



EXHIBIT "B"

CITY OF GLENDALE
GLENDALE AIRPORT
HANGAR 8



SCALE: N.T.S.



LEGEND

HANGAR 8 LEASE

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST
QUARTER OF SECTION 7
BEARING N 89°35'16" W



Entellus™

3033 N. 44th Street Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF GLENDALE

HANGAR 8

SECTION 7, T.2N., R.1E.

LEASE PROPERTY

DATE: 9/16/16 REV'D:

DRAWN BY: AD/CHK'D: DGF PG: 3 OF 3

FILE: HANGAR 8.DWG

Polyline Report
HANGAR 8 PROP

Tue Oct 18 09:59:39 2016

Northing	Easting	Bearing	Distance
18269.505	82945.857		
		N 25°54'44" E	65.000
18327.970	82974.261		
		S 64°05'16" E	71.456
18296.744	83038.534		
		S 25°54'44" W	65.000
18238.279	83010.129		
		N 64°05'16" W	71.456
18269.505	82945.857		

Closure Error Distance> 0.00000

Total Distance> 272.912

Polyline Area: 4644.6 sq ft, 0.107 acres



Polyline Report
HANGAR 8

Tue Oct 18 09:58:13 2016

Northing	Easting	Bearing	Distance
22909.642	86302.985	S 01°11'04" W 33.000	
22876.649	86302.303	N 89°35'16" W 1488.255	
22887.353	84814.087	S 00°24'44" W 341.358	
22546.004	84811.631	S 25°54'44" W 4700.840	
18317.765	82757.393	S 64°05'16" E 190.606	
18234.471	82928.836	N 25°54'44" E 38.949	
18269.505	82945.857		

Closure Error Distance> 5727.23188 Error Bearing> N 35°53'08" E
Closure Precision> 1 in 1.2 Total Distance> 6793.008
Area not calculated because polyline not closed





Glendale Municipal Airport South Hangar Land Lease Exhibit





Legislation Description

File #: 17-127, Version: 1

ORDINANCE NO. 017-16

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AIRPORT TERMINAL LEASE AGREEMENTS WITH SKYQUEST AVIATION, LLC FOR CERTAIN OFFICE SUITES IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond title and adopt an ordinance authorizing the City Manager to enter into five (5) Lease Agreements with Skyquest Aviation, LLC (formally GCH Services, LLC - Gold Coast Helicopters) for Suite 101, 103, 107A-C, 108, and 109 in the terminal building at the Glendale Municipal Airport.

Background

Skyquest Aviation, LLC currently occupy six office suites, seven tie downs, and has a land lease in the south box hangar area at the Glendale Municipal Airport. The company has requested to expand on the first floor by adding suites 107A, 107B and 107C and consolidate by terminating the leases for suites 206C and 206D.

Analysis

Skyquest will relocate personnel from suite 101 and use that space for storage to support the pilot shop in suite 103, allowing a reduction in the rental rate to \$16.08 psf/yr. Existing leases in suites 103, 108 and 109 have expired. At the new rates and charges, the new lease rates for suites 103, 108 and 109, and rate for the new lease for suites 107A, 107B, and 107C, will be set at \$21.48 psf/yr.

The damage and cleaning deposits are waived based on the tenant long term history. The Glendale City Council approved the new Variable and Negotiable rates and charges on November 10, 2015 from a recommendation of the Aviation Advisory Commission.

Previous Related Council Action

On April 12, 2016, the City Council approved a Terminal Suite lease with GCH Services, LLC (Skyquest, LLC) for Suite 101.

On November 10, 2015, the City Council approved the new rates and charges that included variable and negotiable lease rates.

On January 25, 2011, the City Council approved the Master Terminal Agreement Template for Airport Terminal Office suites.

Community Benefit/Public Involvement

The Glendale Municipal Airport plays an important role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. Skyquest Aviation, LLC provides aircraft and helicopter maintenance, air transportation, and flight training, and has been a good and long term tenant. The rental of the office suite will provide additional revenues and will increase the potential self-sustainability of the airport, enabling staff to better maintain and operate the public facility.

The Aviation Advisory Commission approved a following motion at the March 15, 2017 meeting to recommend the City Council authorize the City Manager to enter into a Lease Agreement Airport Terminal Office with Skyquest Aviation, LLC for office suite 101 at a negotiated rate of \$16.08 psf/yr plus tax, and office suites 103, 107A-C, 108, and 109 at a negotiated rate of \$21.48 psf/yr plus tax.

Budget and Financial Impacts

The yearly revenue for all of the suites will be \$47,268.24 plus tax or \$48,666.35 including tax.

ORDINANCE NO. 017-16

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AIRPORT TERMINAL LEASE AGREEMENTS WITH SKYQUEST AVIATION, LLC FOR CERTAIN OFFICE SUITES IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City is the owner of the Glendale Municipal Airport and the Terminal Building located thereon; and

WHEREAS, the City desires to lease to Skyquest Aviation, LLC for certain office space at the Glendale Municipal Airport Terminal Building.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City has determined that Suites 101, 103, 107A-C, 108, and 109 at the Glendale Municipal Airport Terminal Building shall be leased to Skyquest Aviation, LLC.

SECTION 2. That the City Manager and City Clerk be authorized and directed to execute the Airport Terminal Lease Agreements with Skyquest Aviation, LLC for office space at the Glendale Municipal Airport Terminal Building, on behalf of the City of Glendale. A copy of said agreement is on file in the office of the City Clerk of the City of Glendale.

SECTION 3. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

WHEN RECORDED, RETURN TO:

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

C-_____

LEASE AGREEMENT

Airport Terminal Office

(Master Lease form adopted by Ordinance No. _____)

This Lease Agreement ("Lease") is executed to be effective the _____ day of _____, 20_____, between the City of Glendale, an Arizona municipal corporation ("City"), and Skyquest Aviation, LLC, an Arizona Limited Liability Company ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Boulevard ("Airport");

WHEREAS, Lessee desires to lease certain office space ("Property") in the Airport Terminal ("Terminal") on which to occupy and operate business operations, such property being more particularly described below and in Exhibit A attached hereto; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS

- A. The City hereby leases to Lessee the Property, described as Suite 101, located in the Glendale Municipal Airport Terminal Building, consisting of 308 square feet and as set out in Exhibit A.
- B. The City leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
 - 1) The right to conduct the following business activity on the Property: Storage.
 - 2) The general use of all public facilities and improvements which are now or may hereafter be constructed at the Terminal related to the Property, including corridors, lavatories and designated parking areas.

- 3) The right of ingress and egress from the Property over and across designated Terminal property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.
- C. Lessee shall not use the Property for any purposes other than those specified above. Any new or additional uses require the prior written approval of the City. All rights granted to Lessee under this Lease are non-exclusive.
- D. Lessee shall not engage in any activities on the Airport that interfere with the use of the Airport and facilities for airport purposes.
- E. Lessee is prohibited from developing residential living quarters on the Property. Any identified residential living quarters on the Property may be declared an event of default and subjects this Lease or any sublease to being declared null and void.

2. TERM

- A. The original term of this Lease shall be for a period of one (1) year (not to exceed five years) commencing on February 01, 2017 and expiring on January 31, 2018, unless sooner terminated pursuant to the provisions contained herein.
- B. This Lease may be renewed for five (5) successive one (1) year periods by mutual agreement of the parties hereto, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee shall notify the Airport Manager in writing of its request to do so at least sixty (60) days prior to the expiration of the original term of this Lease or any renewal thereof together with proof of insurance as required by this Lease.

3. RENT

- A. From the effective date of this Lease, Lessee's annual rent for the first year will be \$4,213.44 plus tax, subject to change each year per paragraph 3.C. The monthly rental installment for the first year will be \$351.12 plus tax.
- B. Lessee shall pay rent due on a monthly basis, divided into twelve equal installments, due on the first day of each month. Payments should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.
- C. The Lease rent will increase under the Consumer Price Index (CPI) annually based upon the anniversary month of the execution of this Lease and be calculated and implemented as follows: subtract the published CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the previous year from the CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the then current year; divide the result by the previous year

CPI; then multiply the resulting factor by the current rental rate to determine the amount of increase; add the amount of increase to the then current rate to establish the rate that will become effective the 1st of the second month following the anniversary month. In no event will the rent decrease. Rate increases under this paragraph do not require notice to the Lessee and will become effective by operation of this Lease without further action.

- D. If the City establishes a market-based annual rental increase in any particular year, then either the CPI above or the market study increase will apply for that year, whichever is greater.
- E. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for payment of a late fee in the amount of \$50.00, due by the fifteenth day of the month. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made.
- F. Any other fees or charges outlined in this Lease are in addition to the rent required under this paragraph.

4. AERONAUTICAL ACTIVITIES:

Lessee shall not engage in any aeronautical activities at the Airport or Terminal without first entering into a Specialized Aviation Service Operator ("SASO") Agreement.

5. FAA REQUIREMENTS

Lessee shall abide by all United States Federal Aviation Administration ("FAA") requirements, the Airport Rules and Regulations, and the Airport Minimum Standards, as they may be amended from time to time. A partial list of the FAA requirements is attached as Exhibit C for convenience.

6. SECURITY DEPOSITS

Upon execution of this Lease, Lessee will deposit with City a refundable damage deposit equal to the amount of one month's rent in the amount of \$0.00, waived based on tenant history ("Security Deposit"). A nonrefundable cleaning deposit for general cleaning, carpet shampooing, minor repairs and touchup will be required at the same time in the amount of \$0.00, waived based on tenant history. Security Deposits will be maintained by the City in non-interest bearing accounts. Should Lessee default in the performance of any of the terms, covenants, and conditions of this Lease, City may, after terminating this Lease, appropriate and apply part or all of the Security Deposit as required to compensate City for damages caused by Lessee's breach.

7. UTILITIES

In addition to monthly rent, Lessee shall pay City a pro-rata share for utility services provided by the City based upon square feet of leased space. Utilities include water, wastewater, electricity, garbage, and natural gas. Payment for utilities is due the first day of the month and should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

8. IMPROVEMENTS

- A. Lessee is not authorized to make improvements, alterations, or modifications to Terminal or Property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City; and upon completion of the construction, Lessee shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications must be constructed in a good, workmanlike manner by licensed contractors. All improvements or modifications made to Airport property become the property of the City, at no cost to the City, upon termination of Lessee's interest under this Lease.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee interfere with any F.A.A. navigational aid, Lessee is responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors.

9. ACCEPTANCE; MAINTENANCE; REPAIRS

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder.
- B. City will maintain the structural integrity, basic utility accessibility and other major items of maintenance as to preserve the value of the Property; however, Lessee is responsible for all other maintenance or repairs as stated herein. Lessee shall maintain the property and keep it at all times in a safe and serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the FAA .
- C. The City reserves the right, but is not obligated to Lessee, to maintain and keep in repair all publicly owned facilities of the Terminal, together with the right to direct and control all activities of Lessee concerning those activities.
- D. Lessee is solely responsible, at its cost, to make repairs for any damage caused by Lessee, or its agents, employees, or invitees to the Property or Terminal. Lessee shall maintain the Property and keep it at all times, in a clean and orderly condition

and appearance, including any personal property or fixtures of the Lessee. Lessee is responsible for regular and routine janitorial services on the Property.

- E. If Lessee fails to repair or maintain the Property to the satisfaction of the City, within a period of twenty days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without the entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain or repair, any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to the City by Lessee on demand. However, if in the opinion of the City, Lessee's failure to perform maintenance endangers the safety of the public, the employees, the Property or other tenants at the Airport, and the City so states in notice to Lessee, the City may, in its sole discretion, elect to perform the maintenance at any time after the giving of notice, and Lessee, upon demand, shall pay the City for all work done. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

10. ADDITIONAL OBLIGATIONS OF LESSEE

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and provide the City with the manager's name and contact information within 48 hours of the manager's appointment. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee will provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee will conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall not produce on the Airport or Terminal any disturbance that interferes with the operation by the City or the FAA of air navigational, communication or flight equipment on the Airport.
- C. Lessee is responsible for controlling the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.
- E. Lessee will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.

- F. Lessee will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- G. Lessee will take measures to ensure security of the Property and implement any additional security measures as requested in writing by the Airport Manager. All security costs are borne by Lessee.
- H. Lessee shall provide prompt, written notice to the City of any person or entity performing flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.

11. INGRESS AND EGRESS

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property.

12. ASSIGNMENT AND SUB-LETTING

- A. Lessee will not assign or sub-lease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the City. City will not unreasonably withhold consent so long as Lessee presents compelling reasons to City for the assignment or sublease. As a condition of approval, Lessee shall submit biographical and financial information of the proposed assignee or sub-lessee as well as the potential terms of the sub-lease at least thirty days prior to any anticipated transfer of Lessee's interest. The terms of this Lease will be considered as incorporated into any sub-lease.
- B. Lessee may not mortgage, encumber or assign any portion of its right, title and interest in this Lease to lenders for any purpose. Lessee will not permit or suffer any liens of any kind to be filed against the Property as a result of any obligation, malfeasance, negligence, or omission of Lessee.
- C. With an approved sub-lease, Lessee shall pay the City 2% of any increment of rent paid to Lessee by the sub-lessee that is greater than the amount of rent then currently paid by the Lessee to City (sub-lease surcharge). The sub-lease surcharge payment shall be made concurrently with the rental payment required under this Lease.

13. ADVERTISING SIGNS

Lessee may install signage on the Property identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation. Any use of the City's advertising board is subject to the then current terms, conditions and rates for use. Any sign installation outside the Terminal or elsewhere on the Airport must comply with this paragraph as well as with applicable City zoning code requirements.

14. DEFAULT; TERMINATION BY CITY

- A. The City may terminate this Lease by giving Lessee thirty days written notice after any of the following events:
- 1) The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the thirty day notice period; or
 - 2) The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or under lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
- B. The City may place Lessee in default of this Lease by giving Lessee thirty days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During the thirty day notice period, Lessee shall cure any default; otherwise, the City may elect to terminate this Lease or do any of the following:
- 1) Institute action(s) to enforce this Lease;
 - 2) Take possession of the Property, and without terminating this Lease, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
 - 3) Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and re-letting and brokerage commissions for services performed by or for the City;
 - 4) Exercise the "Remedies of Landlord" as set forth in *Arizona Revised Statutes*, Title 33; or
 - 5) Exercise any other remedy allowed by law or equity.

- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City may, upon written notice to Lessee, immediately terminate this Lease or secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee. Lessee and City agree that acceptance of rent and other fees by the City under this Lease for any period after a default by Lessee of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

15. TERMINATION BY LESSEE

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty days written notice after any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

16. INDEMNIFICATION

Lessee shall defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions and employees, from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee, including its agents, employees and invitees in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee

may compromise and defend the same to the extent of its own interest. The City may, but has no duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

17. INSURANCE

Lessee shall procure and at all times maintain, at its own cost, the types and amounts of insurance required for its operations at the Terminal at the limits required in Exhibit B. The City shall be named as an additional insured as required in Exhibit B and shall contain a provision that written notice of cancellation shall be given to the City not less than thirty (30) days before such cancellation takes effect. Lessee shall deliver an appropriate certificate of insurance for each policy to the City in a form and from a company acceptable to the Airport Administrator. The City reserves the right to modify insurance requirements at any time.

18. QUIET ENJOYMENT

So long as Lessee timely pays the rent required under this Lease and performs all of its other obligations under this Lease, Lessee may peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Terminal. Exclusive use of the Property does not confer any exclusivity as to type of operation relative to other Terminal and Airport tenants. However, City does not warrant the security of Lessee's property at the Terminal, including, but not limited, vehicles and personal property.

19. SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights granted under this Lease cease, and it shall surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all trade fixtures, equipment, and other personal property installed and placed by Lessee on, but not attached to the Property, remain the property of Lessee, and Lessee may, at any time during the term of this Lease remove the fixtures, equipment or personal property and Lessee shall repair, at its sole cost, any damage caused by removal. Any property not removed by Lessee becomes part of the Property and ownership vests with the City.

20. NOTICE

- A. All notices required or permitted under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: Glendale Municipal Airport
 Attention: Airport Manager
 6801 North Glen Harbor Boulevard, Suite 201
 Glendale, Arizona 85307

with a copy to:

City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

TO LESSEE:

Attn: William or Stephanie Tresky
Skyquest Aviation, LLC
6801 N Glen Harbor Blvd. Ste #100
Glendale, AZ 85307

with a copy to:

Statutory Agent:
Chad O'Neal
835 Aircleta Dr
Wickenburg, AZ 85390

- B. Any notice given by certified mail is considered received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes under this Section.

21. SEVERABILITY

If any provision of this Lease is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

22. TAXES AND LICENSES

- A. Lessee shall pay any applicable leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, the tax shall also be paid by Lessee for the period this Lease is in effect.
- B. Lessee acknowledges that it may be a "prime lessee," as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Lease. Lessee further acknowledges that any failure by Lessee to pay taxes due under this section after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease, all licenses and permits required for its business purpose.

- D. The taxes due under this section are not a substitute for nor in lieu of any other fees or surcharges associated with sales transactions and otherwise required under this Lease.

23. DISPUTE RESOLUTION

This Lease is governed by the laws of the State of Arizona. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24. RULES AND REGULATIONS

Lessee shall comply with all applicable federal, state, or local government agreements, laws, rules, regulations, ordinances, grant assurances, including the Americans with Disabilities Act, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Property or the use thereof, including, without limitation, orders of the DOT, the FAA, the United States Department of Homeland Security, and the EPA, including all laws, ordinances, rules, regulations and orders adopted after the effective date of this Lease. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are also hereby incorporated as terms of this Lease.

25. RIGHT OF ENTRY RESERVED

- A. The City may at all reasonable times enter upon the Property for any lawful purpose if the action does not unreasonably interfere with Lessee's use, occupancy or security of the Property. The City may also enter upon the Property at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.
- B. Without limiting the above, the City and any utility provider may, at their own cost, whether for their own benefit or for the benefit of others at the Airport, enter the Property at all reasonable times so long entry does not unreasonably interfere with Lessee's operation to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of the City, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use the Property for access to other parts of the Airport otherwise not conveniently accessible.
- C. If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee shall move the obstruction, as directed by the City or utility company. If Lessee fails to move the obstruction after direction, the City or the utility company may move it, and Lessee shall pay the cost of moving upon demand. Lessee hereby waives any claim for damages as a result the involuntary removal except for claims for damages arising from the City's sole negligence.

26. SECURITY PLAN

City reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and landside of the Airport and to modify that plan from time to time as necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan or any directives of the Airport Manager under an imminent threat to security.

27. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated by the City in accordance with the provisions herein or if the City re-enters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive the termination, re-entry or resumption of possession and remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies will become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) will include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

28. REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease are cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence of other remedies, shall not prevent the exercise of any other remedy.

29. TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

30. NO ISRAEL BOYCOTT

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

31. CONFLICTS

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

32. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures appear on following page.]

EXECUTED to be effective on the date specified above.

"City":

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:


Julie K. Bower, City Clerk

APPROVED AS TO FORM:

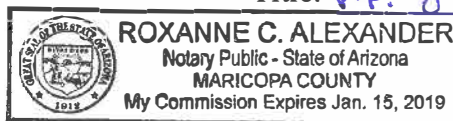
Michael D. Bailey, City Attorney

"Lessee":

Skyquest Aviation, LLC, an Arizona
Limited Liability Company


Printed Name: William or Stephanie Tresky
Title: V.P. of Operations

STATE OF ARIZONA)
) ss.
County of Maricopa)



The foregoing instrument was acknowledged before me this 15th day of March, 2017, by Stephanie Tresky,
in his/her capacity as V.P. of Operations of Skyquest Aviation
Lessee.


Notary Public

My Commission Expires:

1/15/2019

FIRST FLOOR

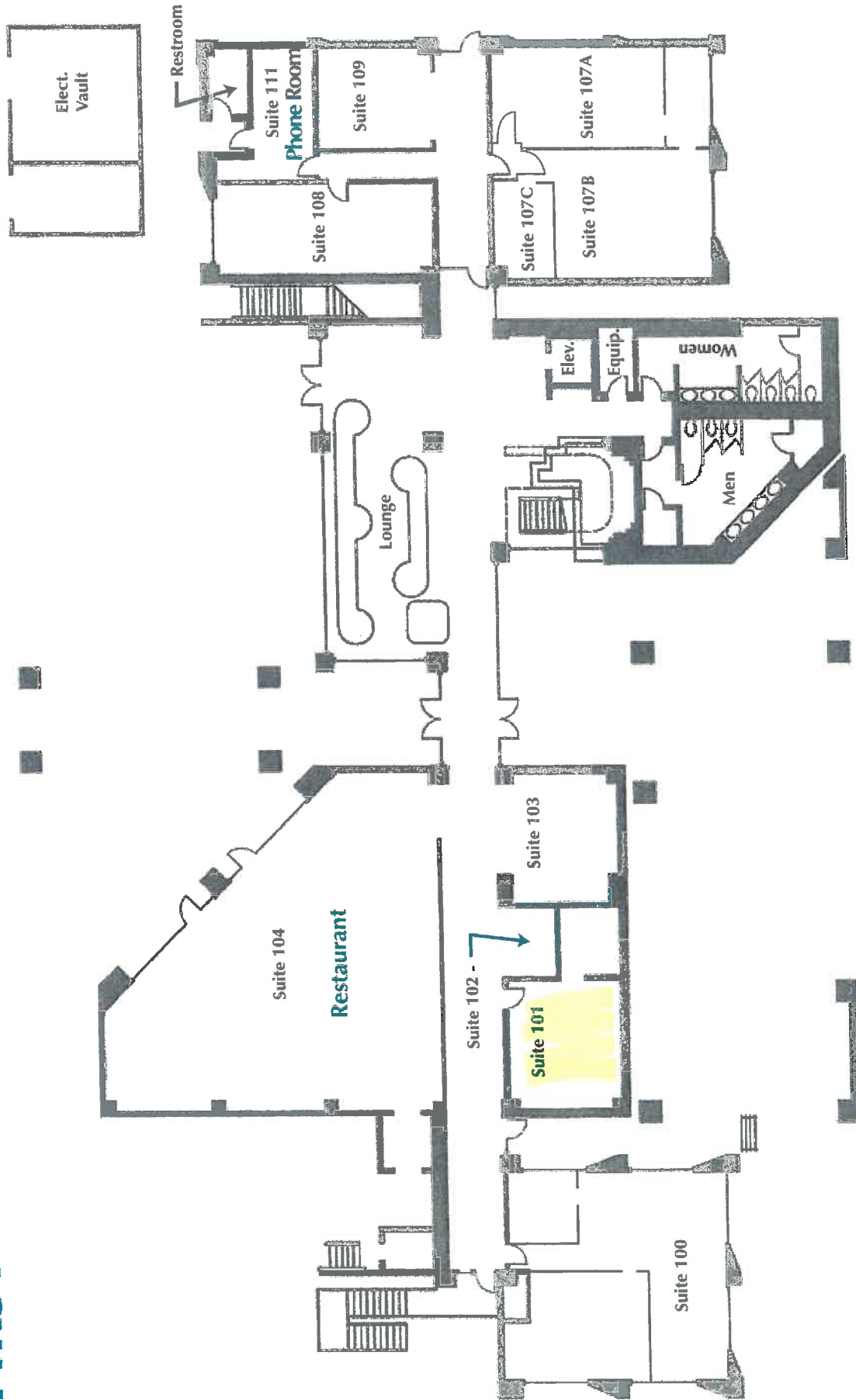


EXHIBIT B

(Insurance Requirements)

Airport Terminal Office leasing ONLY
(non aeronautical, no airside access)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Lessee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease**. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 **AND** when Lessee executes the appropriate sole proprietor waiver form.

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

3. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.

4. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
5. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT C

(Select FAA Requirements)

- A. The Lessee for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Lease for a purpose for which a U.S. DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C. In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- D. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the

contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- E. Lessee shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee will comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- H. Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of Lessee.
- I. Lessee will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of Lessee.
- J. This Lease is subordinate to City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the City. City and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, City and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.
- K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

- L. Lessee understands and agrees that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).
- M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of Lessee, and Lessee shall not interfere with, or hinder the City in its plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.

WHEN RECORDED, RETURN TO:

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

C-_____

**LEASE AGREEMENT
Airport Terminal Office**

(Master Lease form adopted by Ordinance No. _____)

This Lease Agreement ("Lease") is executed to be effective the _____ day of _____, 20_____, between the City of Glendale, an Arizona municipal corporation ("City"), and Skyquest Aviation, LLC, an Arizona Limited Liability Company ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Boulevard ("Airport");

WHEREAS, Lessee desires to lease certain office space ("Property") in the Airport Terminal ("Terminal") on which to occupy and operate business operations, such property being more particularly described below and in Exhibit A attached hereto; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS

- A. The City hereby leases to Lessee the Property, described as Suite 103, located in the Glendale Municipal Airport Terminal Building, consisting of 390 square feet and as set out in Exhibit A.
- B. The City leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
 - 1) The right to conduct the following business activity on the Property: Pilot Shop.
 - 2) The general use of all public facilities and improvements which are now or may hereafter be constructed at the Terminal related to the Property, including corridors, lavatories and designated parking areas.

- 3) The right of ingress and egress from the Property over and across designated Terminal property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.
- C. Lessee shall not use the Property for any purposes other than those specified above. Any new or additional uses require the prior written approval of the City. All rights granted to Lessee under this Lease are non-exclusive.
- D. Lessee shall not engage in any activities on the Airport that interfere with the use of the Airport and facilities for airport purposes.
- E. Lessee is prohibited from developing residential living quarters on the Property. Any identified residential living quarters on the Property may be declared an event of default and subjects this Lease or any sublease to being declared null and void.

2. TERM

- A. The original term of this Lease shall be for a period of one (1) year (not to exceed five years) commencing on February 1, 2017 and expiring on January 31, 2018, unless sooner terminated pursuant to the provisions contained herein.
- B. This Lease may be renewed for Five (5) successive one (1) year periods by mutual agreement of the parties hereto, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee shall notify the Airport Manager in writing of its request to do so at least sixty (60) days prior to the expiration of the original term of this Lease or any renewal thereof together with proof of insurance as required by this Lease.

3. RENT

- A. From the effective date of this Lease, Lessee's annual rent for the first year will be \$7,441.20 plus tax, subject to change each year per paragraph 3.C. The monthly rental installment for the first year will be \$620.10 plus tax.
- B. Lessee shall pay rent due on a monthly basis, divided into twelve equal installments, due on the first day of each month. Payments should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.
- C. The Lease rent will increase under the Consumer Price Index (CPI) annually based upon the anniversary month of the execution of this Lease and be calculated and implemented as follows: subtract the published CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the previous year from the CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the then current year; divide the result by the previous year

CPI; then multiply the resulting factor by the current rental rate to determine the amount of increase; add the amount of increase to the then current rate to establish the rate that will become effective the 1st of the second month following the anniversary month. In no event will the rent decrease. Rate increases under this paragraph do not require notice to the Lessee and will become effective by operation of this Lease without further action.

- D. If the City establishes a market-based annual rental increase in any particular year, then either the CPI above or the market study increase will apply for that year, whichever is greater.
- E. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for payment of a late fee in the amount of \$50.00, due by the fifteenth day of the month. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made.
- F. Any other fees or charges outlined in this Lease are in addition to the rent required under this paragraph.

4. AERONAUTICAL ACTIVITIES:

Lessee shall not engage in any aeronautical activities at the Airport or Terminal without first entering into a Specialized Aviation Service Operator ("SASO") Agreement.

5. FAA REQUIREMENTS

Lessee shall abide by all United States Federal Aviation Administration ("FAA") requirements, the Airport Rules and Regulations, and the Airport Minimum Standards, as they may be amended from time to time. A partial list of the FAA requirements is attached as Exhibit C for convenience.

6. SECURITY DEPOSITS

Upon execution of this Lease, Lessee will deposit with City a refundable damage deposit equal to the amount of one month's rent in the amount of \$0.00, waived based on tenant history ("Security Deposit"). A nonrefundable cleaning deposit for general cleaning, carpet shampooing, minor repairs and touchup will be required at the same time in the amount of \$0.00, waived based on tenant history. Security Deposits will be maintained by the City in non-interest bearing accounts. Should Lessee default in the performance of any of the terms, covenants, and conditions of this Lease, City may, after terminating this Lease, appropriate and apply part or all of the Security Deposit as required to compensate City for damages caused by Lessee's breach.

7. UTILITIES

In addition to monthly rent, Lessee shall pay City a pro-rata share for utility services provided by the City based upon square feet of leased space. Utilities include water, wastewater, electricity, garbage, and natural gas. Payment for utilities is due the first day of the month and should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

8. IMPROVEMENTS

- A. Lessee is not authorized to make improvements, alterations, or modifications to Terminal or Property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City; and upon completion of the construction, Lessee shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications must be constructed in a good, workmanlike manner by licensed contractors. All improvements or modifications made to Airport property become the property of the City, at no cost to the City, upon termination of Lessee's interest under this Lease.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee interfere with any F.A.A. navigational aid, Lessee is responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors.

9. ACCEPTANCE; MAINTENANCE; REPAIRS

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder.
- B. City will maintain the structural integrity, basic utility accessibility and other major items of maintenance as to preserve the value of the Property; however, Lessee is responsible for all other maintenance or repairs as stated herein. Lessee shall maintain the property and keep it at all times in a safe and serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the FAA .
- C. The City reserves the right, but is not obligated to Lessee, to maintain and keep in repair all publicly owned facilities of the Terminal, together with the right to direct and control all activities of Lessee concerning those activities.
- D. Lessee is solely responsible, at its cost, to make repairs for any damage caused by Lessee, or its agents, employees, or invitees to the Property or Terminal. Lessee shall maintain the Property and keep it at all times, in a clean and orderly condition

and appearance, including any personal property or fixtures of the Lessee. Lessee is responsible for regular and routine janitorial services on the Property.

- E. If Lessee fails to repair or maintain the Property to the satisfaction of the City, within a period of twenty days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without the entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain or repair, any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to the City by Lessee on demand. However, if in the opinion of the City, Lessee's failure to perform maintenance endangers the safety of the public, the employees, the Property or other tenants at the Airport, and the City so states in notice to Lessee, the City may, in its sole discretion, elect to perform the maintenance at any time after the giving of notice, and Lessee, upon demand, shall pay the City for all work done. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

10. ADDITIONAL OBLIGATIONS OF LESSEE

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and provide the City with the manager's name and contact information within 48 hours of the manager's appointment. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee will provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee will conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall not produce on the Airport or Terminal any disturbance that interferes with the operation by the City or the FAA of air navigational, communication or flight equipment on the Airport.
- C. Lessee is responsible for controlling the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.
- E. Lessee will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.

- F. Lessee will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- G. Lessee will take measures to ensure security of the Property and implement any additional security measures as requested in writing by the Airport Manager. All security costs are borne by Lessee.
- H. Lessee shall provide prompt, written notice to the City of any person or entity performing flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.

11. INGRESS AND EGRESS

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property.

12. ASSIGNMENT AND SUB-LETTING

- A. Lessee will not assign or sub-lease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the City. City will not unreasonably withhold consent so long as Lessee presents compelling reasons to City for the assignment or sublease. As a condition of approval, Lessee shall submit biographical and financial information of the proposed assignee or sub-lessee as well as the potential terms of the sub-lease at least thirty days prior to any anticipated transfer of Lessee's interest. The terms of this Lease will be considered as incorporated into any sub-lease.
- B. Lessee may not mortgage, encumber or assign any portion of its right, title and interest in this Lease to lenders for any purpose. Lessee will not permit or suffer any liens of any kind to be filed against the Property as a result of any obligation, malfeasance, negligence, or omission of Lessee.
- C. With an approved sub-lease, Lessee shall pay the City 2% of any increment of rent paid to Lessee by the sub-lessee that is greater than the amount of rent then currently paid by the Lessee to City (sub-lease surcharge). The sub-lease surcharge payment shall be made concurrently with the rental payment required under this Lease.

13. ADVERTISING SIGNS

Lessee may install signage on the Property identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation. Any use of the City's advertising board is subject to the then current terms, conditions and rates for use. Any sign installation outside the Terminal or elsewhere on the Airport must comply with this paragraph as well as with applicable City zoning code requirements.

14. DEFAULT; TERMINATION BY CITY

- A. The City may terminate this Lease by giving Lessee thirty days written notice after any of the following events:
- 1) The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the thirty day notice period; or
 - 2) The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or under lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
- B. The City may place Lessee in default of this Lease by giving Lessee thirty days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During the thirty day notice period, Lessee shall cure any default; otherwise, the City may elect to terminate this Lease or do any of the following:
- 1) Institute action(s) to enforce this Lease;
 - 2) Take possession of the Property, and without terminating this Lease, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
 - 3) Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and re-letting and brokerage commissions for services performed by or for the City;
 - 4) Exercise the "Remedies of Landlord" as set forth in *Arizona Revised Statutes*, Title 33; or
 - 5) Exercise any other remedy allowed by law or equity.

- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City may, upon written notice to Lessee, immediately terminate this Lease or secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee. Lessee and City agree that acceptance of rent and other fees by the City under this Lease for any period after a default by Lessee of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

15. TERMINATION BY LESSEE

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty days written notice after any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

16. INDEMNIFICATION

Lessee shall defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions and employees, from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee, including its agents, employees and invitees in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee

may compromise and defend the same to the extent of its own interest. The City may, but has no duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

17. INSURANCE

Lessee shall procure and at all times maintain, at its own cost, the types and amounts of insurance required for its operations at the Terminal at the limits required in Exhibit B. The City shall be named as an additional insured as required in Exhibit B and shall contain a provision that written notice of cancellation shall be given to the City not less than thirty (30) days before such cancellation takes effect. Lessee shall deliver an appropriate certificate of insurance for each policy to the City in a form and from a company acceptable to the Airport Administrator. The City reserves the right to modify insurance requirements at any time.

18. QUIET ENJOYMENT

So long as Lessee timely pays the rent required under this Lease and performs all of its other obligations under this Lease, Lessee may peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Terminal. Exclusive use of the Property does not confer any exclusivity as to type of operation relative to other Terminal and Airport tenants. However, City does not warrant the security of Lessee's property at the Terminal, including, but not limited, vehicles and personal property.

19. SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights granted under this Lease cease, and it shall surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all trade fixtures, equipment, and other personal property installed and placed by Lessee on, but not attached to the Property, remain the property of Lessee, and Lessee may, at any time during the term of this Lease remove the fixtures, equipment or personal property and Lessee shall repair, at its sole cost, any damage caused by removal. Any property not removed by Lessee becomes part of the Property and ownership vests with the City.

20. NOTICE

- A. All notices required or permitted under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: Glendale Municipal Airport
 Attention: Airport Manager
 6801 North Glen Harbor Boulevard, Suite 201
 Glendale, Arizona 85307

with a copy to:

City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

TO LESSEE:

Attn: William or Stephanie Tresky
Skyquest Aviation, LLC
6801 N Glen Harbor Blvd. Ste #100
Glendale, AZ 85307

with a copy to:

Statutory Agent:
Chad O'Neal
835 Aircleta Dr
Wickenburg, AZ 85390

- B. Any notice given by certified mail is considered received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes under this Section.

21. SEVERABILITY

If any provision of this Lease is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

22. TAXES AND LICENSES

- A. Lessee shall pay any applicable leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, the tax shall also be paid by Lessee for the period this Lease is in effect.
- B. Lessee acknowledges that it may be a "prime lessee," as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Lease. Lessee further acknowledges that any failure by Lessee to pay taxes due under this section after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease, all licenses and permits required for its business purpose.

- D. The taxes due under this section are not a substitute for nor in lieu of any other fees or surcharges associated with sales transactions and otherwise required under this Lease.

23. DISPUTE RESOLUTION

This Lease is governed by the laws of the State of Arizona. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24. RULES AND REGULATIONS

Lessee shall comply with all applicable federal, state, or local government agreements, laws, rules, regulations, ordinances, grant assurances, including the Americans with Disabilities Act, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Property or the use thereof, including, without limitation, orders of the DOT, the FAA, the United States Department of Homeland Security, and the EPA, including all laws, ordinances, rules, regulations and orders adopted after the effective date of this Lease. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are also hereby incorporated as terms of this Lease.

25. RIGHT OF ENTRY RESERVED

- A. The City may at all reasonable times enter upon the Property for any lawful purpose if the action does not unreasonably interfere with Lessee's use, occupancy or security of the Property. The City may also enter upon the Property at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.
- B. Without limiting the above, the City and any utility provider may, at their own cost, whether for their own benefit or for the benefit of others at the Airport, enter the Property at all reasonable times so long entry does not unreasonably interfere with Lessee's operation to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of the City, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use the Property for access to other parts of the Airport otherwise not conveniently accessible.
- C. If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee shall move the obstruction, as directed by the City or utility company. If Lessee fails to move the obstruction after direction, the City or the utility company may move it, and Lessee shall pay the cost of moving upon demand. Lessee hereby waives any claim for damages as a result the involuntary removal except for claims for damages arising from the City's sole negligence.

26. SECURITY PLAN

City reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and landside of the Airport and to modify that plan from time to time as necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan or any directives of the Airport Manager under an imminent threat to security.

27. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated by the City in accordance with the provisions herein or if the City re-enters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive the termination, re-entry or resumption of possession and remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies will become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) will include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

28. REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease are cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence of other remedies, shall not prevent the exercise of any other remedy.

29. TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

30. NO ISRAEL BOYCOTT

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

31. CONFLICTS

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

32. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures appear on following page.]

EXECUTED to be effective on the date specified above.

"City":

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

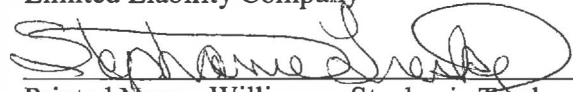
Julie K. Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

"Lessee":

Skyquest Aviation, LLC, an Arizona
Limited Liability Company



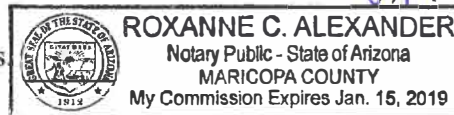
Printed Name: William or Stephanie Tresky

Title: V.P. of Operations

STATE OF ARIZONA)

) SS.

County of Maricopa)



The foregoing instrument was acknowledged before me this 15th day of March, 2017, by Stephanie Tresky, in his/her capacity as V.P. of Operations of Skyquest Aviation Lessee.


Notary Public

My Commission Expires:

1/15/2019

FIRST FLOOR

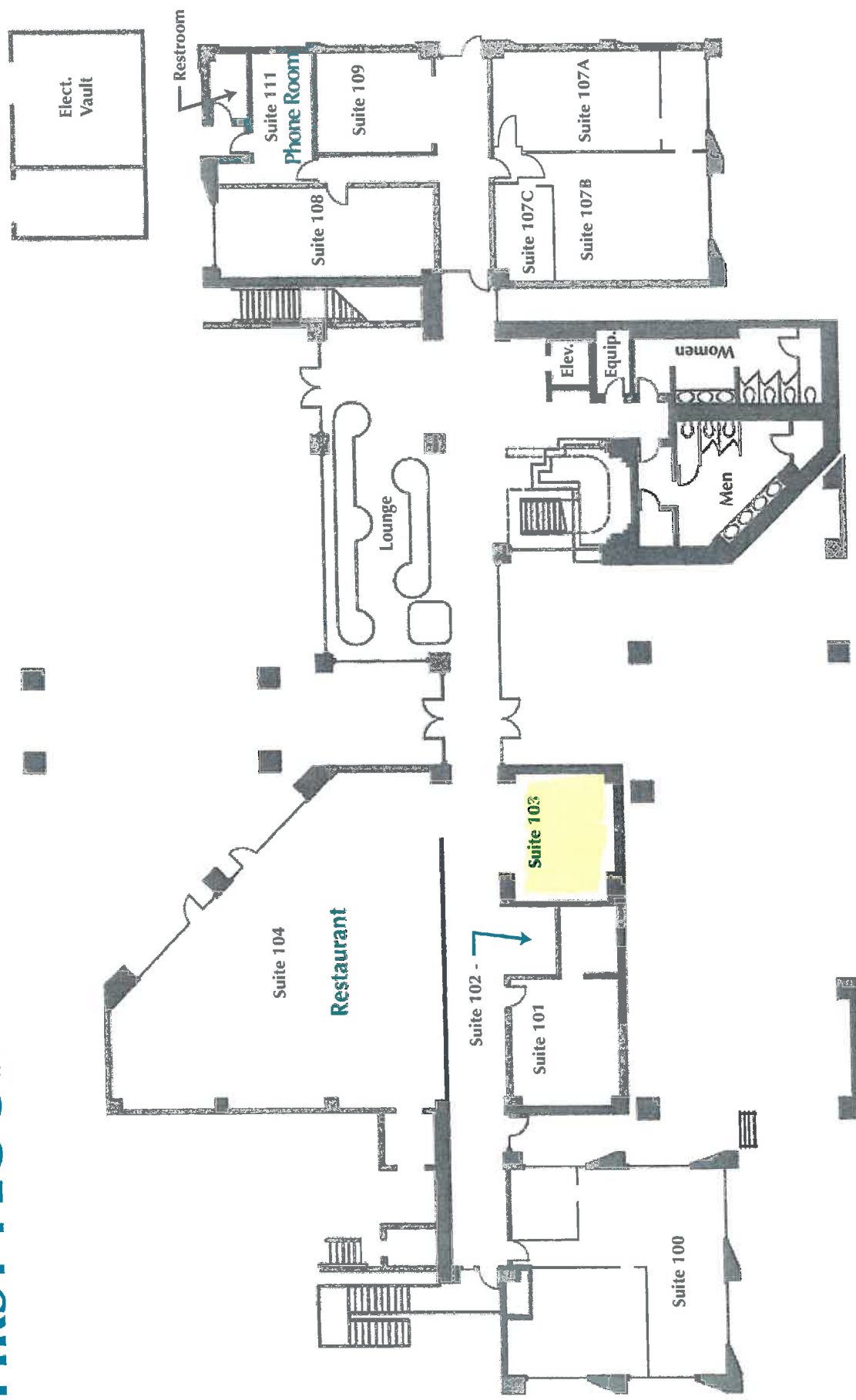


EXHIBIT B

(Insurance Requirements)

Airport Terminal Office leasing ONLY
(non aeronautical, no airside access)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Lessee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease**. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 **AND** when Lessee executes the appropriate sole proprietor waiver form.

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

3. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.

4. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
5. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT C

(Select FAA Requirements)

- A. The Lessee for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Lease for a purpose for which a U.S. DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C. In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- D. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the

contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- E. Lessee shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee will comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- H. Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of Lessee.
- I. Lessee will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of Lessee.
- J. This Lease is subordinate to City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the City. City and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, City and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.
- K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

- L. Lessee understands and agrees that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).
- M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of Lessee, and Lessee shall not interfere with, or hinder the City in its plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.

WHEN RECORDED, RETURN TO:

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

C-_____

**LEASE AGREEMENT
Airport Terminal Office**

(Master Lease form adopted by Ordinance No. _____)

This Lease Agreement ("Lease") is executed to be effective the _____ day of _____, 20_____, between the City of Glendale, an Arizona municipal corporation ("City"), and Skyquest Aviation, LLC, an Arizona Limited Liability Company ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Boulevard ("Airport");

WHEREAS, Lessee desires to lease certain office space ("Property") in the Airport Terminal ("Terminal") on which to occupy and operate business operations, such property being more particularly described below and in Exhibit A attached hereto; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS

- A. The City hereby leases to Lessee the Property, described as Suite 107 A, 107B & 107C, located in the Glendale Municipal Airport Terminal Building, consisting of 945 square feet and as set out in Exhibit A.
- B. The City leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
 - 1) The right to conduct the following business activity on the Property:
Aeronautical Business.
 - 2) The general use of all public facilities and improvements which are now or may hereafter be constructed at the Terminal related to the Property, including corridors, lavatories and designated parking areas.

- 3) The right of ingress and egress from the Property over and across designated Terminal property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.
- C. Lessee shall not use the Property for any purposes other than those specified above. Any new or additional uses require the prior written approval of the City. All rights granted to Lessee under this Lease are non-exclusive.
- D. Lessee shall not engage in any activities on the Airport that interfere with the use of the Airport and facilities for airport purposes.
- E. Lessee is prohibited from developing residential living quarters on the Property. Any identified residential living quarters on the Property may be declared an event of default and subjects this Lease or any sublease to being declared null and void.

2. TERM

- A. The original term of this Lease shall be for a period of one (1) year (not to exceed five years) commencing on February 1, 2017 and expiring on January 31, 2018, unless sooner terminated pursuant to the provisions contained herein.
- B. This Lease may be renewed for five (5) successive one (1) year periods by mutual agreement of the parties hereto, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee shall notify the Airport Manager in writing of its request to do so at least sixty (60) days prior to the expiration of the original term of this Lease or any renewal thereof together with proof of insurance as required by this Lease.

3. RENT

- A. From the effective date of this Lease, Lessee's annual rent for the first year will be \$18,030.60 plus tax, subject to change each year per paragraph 3.C. The monthly rental installment for the first year will be \$1,502.55 plus tax.
- B. Lessee shall pay rent due on a monthly basis, divided into twelve equal installments, due on the first day of each month. Payments should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.
- C. The Lease rent will increase under the Consumer Price Index (CPI) annually based upon the anniversary month of the execution of this Lease and be calculated and implemented as follows: subtract the published CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the previous year from the CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the then current year; divide the result by the previous year

CPI; then multiply the resulting factor by the current rental rate to determine the amount of increase; add the amount of increase to the then current rate to establish the rate that will become effective the 1st of the second month following the anniversary month. In no event will the rent decrease. Rate increases under this paragraph do not require notice to the Lessee and will become effective by operation of this Lease without further action.

- D. If the City establishes a market-based annual rental increase in any particular year, then either the CPI above or the market study increase will apply for that year, whichever is greater.
- E. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for payment of a late fee in the amount of \$50.00, due by the fifteenth day of the month. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made.
- F. Any other fees or charges outlined in this Lease are in addition to the rent required under this paragraph.

4. AERONAUTICAL ACTIVITIES:

Lessee shall not engage in any aeronautical activities at the Airport or Terminal without first entering into a Specialized Aviation Service Operator ("SASO") Agreement.

5. FAA REQUIREMENTS

Lessee shall abide by all United States Federal Aviation Administration ("FAA") requirements, the Airport Rules and Regulations, and the Airport Minimum Standards, as they may be amended from time to time. A partial list of the FAA requirements is attached as Exhibit C for convenience.

6. SECURITY DEPOSITS

Upon execution of this Lease, Lessee will deposit with City a refundable damage deposit equal to the amount of one month's rent in the amount of \$0.00, waived based on tenant history ("Security Deposit"). A nonrefundable cleaning deposit for general cleaning, carpet shampooing, minor repairs and touchup will be required at the same time in the amount of \$0.00, waived based on tenant history. Security Deposits will be maintained by the City in non-interest bearing accounts. Should Lessee default in the performance of any of the terms, covenants, and conditions of this Lease, City may, after terminating this Lease, appropriate and apply part or all of the Security Deposit as required to compensate City for damages caused by Lessee's breach.

7. UTILITIES

In addition to monthly rent, Lessee shall pay City a pro-rata share for utility services provided by the City based upon square feet of leased space. Utilities include water, wastewater, electricity, garbage, and natural gas. Payment for utilities is due the first day of the month and should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

8. IMPROVEMENTS

- A. Lessee is not authorized to make improvements, alterations, or modifications to Terminal or Property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City; and upon completion of the construction, Lessee shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications must be constructed in a good, workmanlike manner by licensed contractors. All improvements or modifications made to Airport property become the property of the City, at no cost to the City, upon termination of Lessee's interest under this Lease.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee interfere with any F.A.A. navigational aid, Lessee is responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors.

9. ACCEPTANCE; MAINTENANCE; REPAIRS

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder.
- B. City will maintain the structural integrity, basic utility accessibility and other major items of maintenance as to preserve the value of the Property; however, Lessee is responsible for all other maintenance or repairs as stated herein. Lessee shall maintain the property and keep it at all times in a safe and serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the FAA .
- C. The City reserves the right, but is not obligated to Lessee, to maintain and keep in repair all publicly owned facilities of the Terminal, together with the right to direct and control all activities of Lessee concerning those activities.
- D. Lessee is solely responsible, at its cost, to make repairs for any damage caused by Lessee, or its agents, employees, or invitees to the Property or Terminal. Lessee shall maintain the Property and keep it at all times, in a clean and orderly condition

and appearance, including any personal property or fixtures of the Lessee. Lessee is responsible for regular and routine janitorial services on the Property.

- E. If Lessee fails to repair or maintain the Property to the satisfaction of the City, within a period of twenty days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without the entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain or repair, any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to the City by Lessee on demand. However, if in the opinion of the City, Lessee's failure to perform maintenance endangers the safety of the public, the employees, the Property or other tenants at the Airport, and the City so states in notice to Lessee, the City may, in its sole discretion, elect to perform the maintenance at any time after the giving of notice, and Lessee, upon demand, shall pay the City for all work done. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

10. ADDITIONAL OBLIGATIONS OF LESSEE

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and provide the City with the manager's name and contact information within 48 hours of the manager's appointment. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee will provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee will conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall not produce on the Airport or Terminal any disturbance that interferes with the operation by the City or the FAA of air navigational, communication or flight equipment on the Airport.
- C. Lessee is responsible for controlling the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.
- E. Lessee will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.

- F. Lessee will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- G. Lessee will take measures to ensure security of the Property and implement any additional security measures as requested in writing by the Airport Manager. All security costs are borne by Lessee.
- H. Lessee shall provide prompt, written notice to the City of any person or entity performing flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.

11. INGRESS AND EGRESS

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property.

12. ASSIGNMENT AND SUB-LETTING

- A. Lessee will not assign or sub-lease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the City. City will not unreasonably withhold consent so long as Lessee presents compelling reasons to City for the assignment or sublease. As a condition of approval, Lessee shall submit biographical and financial information of the proposed assignee or sub-lessee as well as the potential terms of the sub-lease at least thirty days prior to any anticipated transfer of Lessee's interest. The terms of this Lease will be considered as incorporated into any sub-lease.
- B. Lessee may not mortgage, encumber or assign any portion of its right, title and interest in this Lease to lenders for any purpose. Lessee will not permit or suffer any liens of any kind to be filed against the Property as a result of any obligation, malfeasance, negligence, or omission of Lessee.
- C. With an approved sub-lease, Lessee shall pay the City 2% of any increment of rent paid to Lessee by the sub-lessee that is greater than the amount of rent then currently paid by the Lessee to City (sub-lease surcharge). The sub-lease surcharge payment shall be made concurrently with the rental payment required under this Lease.

13. ADVERTISING SIGNS

Lessee may install signage on the Property identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation. Any use of the City's advertising board is subject to the then current terms, conditions and rates for use. Any sign installation outside the Terminal or elsewhere on the Airport must comply with this paragraph as well as with applicable City zoning code requirements.

14. DEFAULT; TERMINATION BY CITY

- A. The City may terminate this Lease by giving Lessee thirty days written notice after any of the following events:
- 1) The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the thirty day notice period; or
 - 2) The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or under lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
- B. The City may place Lessee in default of this Lease by giving Lessee thirty days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During the thirty day notice period, Lessee shall cure any default; otherwise, the City may elect to terminate this Lease or do any of the following:
- 1) Institute action(s) to enforce this Lease;
 - 2) Take possession of the Property, and without terminating this Lease, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
 - 3) Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and re-letting and brokerage commissions for services performed by or for the City;
 - 4) Exercise the "Remedies of Landlord" as set forth in *Arizona Revised Statutes*, Title 33; or
 - 5) Exercise any other remedy allowed by law or equity.

- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City may, upon written notice to Lessee, immediately terminate this Lease or secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee. Lessee and City agree that acceptance of rent and other fees by the City under this Lease for any period after a default by Lessee of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

15. TERMINATION BY LESSEE

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty days written notice after any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

16. INDEMNIFICATION

Lessee shall defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions and employees, from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee, including its agents, employees and invitees in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee

may compromise and defend the same to the extent of its own interest. The City may, but has no duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

17. INSURANCE

Lessee shall procure and at all times maintain, at its own cost, the types and amounts of insurance required for its operations at the Terminal at the limits required in Exhibit B. The City shall be named as an additional insured as required in Exhibit B and shall contain a provision that written notice of cancellation shall be given to the City not less than thirty (30) days before such cancellation takes effect. Lessee shall deliver an appropriate certificate of insurance for each policy to the City in a form and from a company acceptable to the Airport Administrator. The City reserves the right to modify insurance requirements at any time.

18. QUIET ENJOYMENT

So long as Lessee timely pays the rent required under this Lease and performs all of its other obligations under this Lease, Lessee may peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Terminal. Exclusive use of the Property does not confer any exclusivity as to type of operation relative to other Terminal and Airport tenants. However, City does not warrant the security of Lessee's property at the Terminal, including, but not limited, vehicles and personal property.

19. SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights granted under this Lease cease, and it shall surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all trade fixtures, equipment, and other personal property installed and placed by Lessee on, but not attached to the Property, remain the property of Lessee, and Lessee may, at any time during the term of this Lease remove the fixtures, equipment or personal property and Lessee shall repair, at its sole cost, any damage caused by removal. Any property not removed by Lessee becomes part of the Property and ownership vests with the City.

20. NOTICE

- A. All notices required or permitted under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: Glendale Municipal Airport
 Attention: Airport Manager
 6801 North Glen Harbor Boulevard, Suite 201
 Glendale, Arizona 85307

with a copy to: City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

TO LESSEE: Attn: William or Stephanie Tresky
Skyquest Aviation
6801 N Glen Harbor Blvd. Ste. #100
Glendale, AZ 85307

with a copy to: Statutory Agent:
Chad O'Neal
835 Aircleta Dr
Wickenburg, AZ 85390

- B. Any notice given by certified mail is considered received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes under this Section.

21. SEVERABILITY

If any provision of this Lease is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

22. TAXES AND LICENSES

- A. Lessee shall pay any applicable leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, the tax shall also be paid by Lessee for the period this Lease is in effect.
- B. Lessee acknowledges that it may be a "prime lessee," as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Lease. Lessee further acknowledges that any failure by Lessee to pay taxes due under this section after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease, all licenses and permits required for its business purpose.

- D. The taxes due under this section are not a substitute for nor in lieu of any other fees or surcharges associated with sales transactions and otherwise required under this Lease.

23. DISPUTE RESOLUTION

This Lease is governed by the laws of the State of Arizona. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24. RULES AND REGULATIONS

Lessee shall comply with all applicable federal, state, or local government agreements, laws, rules, regulations, ordinances, grant assurances, including the Americans with Disabilities Act, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Property or the use thereof, including, without limitation, orders of the DOT, the FAA, the United States Department of Homeland Security, and the EPA, including all laws, ordinances, rules, regulations and orders adopted after the effective date of this Lease. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are also hereby incorporated as terms of this Lease.

25. RIGHT OF ENTRY RESERVED

- A. The City may at all reasonable times enter upon the Property for any lawful purpose if the action does not unreasonably interfere with Lessee's use, occupancy or security of the Property. The City may also enter upon the Property at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.
- B. Without limiting the above, the City and any utility provider may, at their own cost, whether for their own benefit or for the benefit of others at the Airport, enter the Property at all reasonable times so long entry does not unreasonably interfere with Lessee's operation to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of the City, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use the Property for access to other parts of the Airport otherwise not conveniently accessible.
- C. If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee shall move the obstruction, as directed by the City or utility company. If Lessee fails to move the obstruction after direction, the City or the utility company may move it, and Lessee shall pay the cost of moving upon demand. Lessee hereby waives any claim for damages as a result the involuntary removal except for claims for damages arising from the City's sole negligence.

26. SECURITY PLAN

City reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and landside of the Airport and to modify that plan from time to time as necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan or any directives of the Airport Manager under an imminent threat to security.

27. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated by the City in accordance with the provisions herein or if the City re-enters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive the termination, re-entry or resumption of possession and remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies will become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) will include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

28. REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease are cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence of other remedies, shall not prevent the exercise of any other remedy.

29. TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

30. NO ISRAEL BOYCOTT

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

31. CONFLICTS

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

32. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures appear on following page.]

EXECUTED to be effective on the date specified above.

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

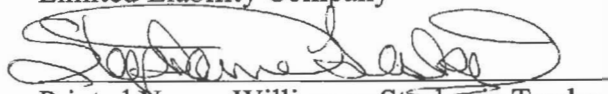
Julie K. Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

“Lessee”:

Skyquest Aviation, LLC, an Arizona
Limited Liability Company


Printed Name: William or Stephanie Tresky
Title: V.P. of Operations

STATE OF ARIZONA)


) SS.

County of Maricopa)



ROXANNE C. ALEXANDER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Jan. 15, 2019

The foregoing instrument was acknowledged before me this 15th day of March, 20 17, by Stephanie Tresky in his/her capacity as V.P. of Operations of Skyquest Aviation Lessee.


Notary Public

My Commission Expires:

1/15/2019

FIRST FLOOR

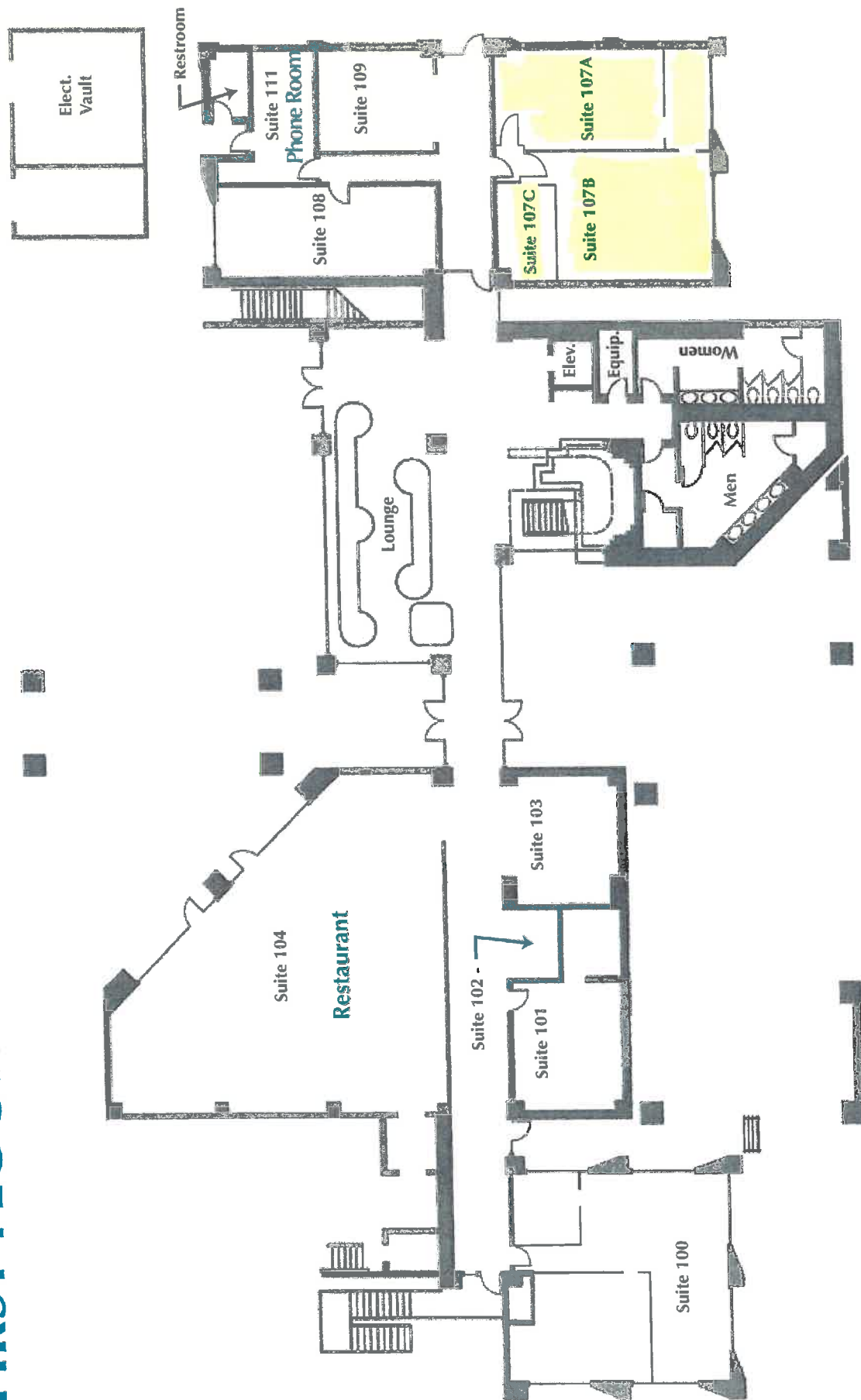


EXHIBIT B

(Insurance Requirements)

Airport Terminal Office leasing ONLY
(non aeronautical, no airside access)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Lessee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease**. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 **AND** when Lessee executes the appropriate sole proprietor waiver form.

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

3. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.

4. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
5. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT C

(Select FAA Requirements)

- A. The Lessee for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Lease for a purpose for which a U.S. DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C. In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- D. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the

contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- E. Lessee shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee will comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R.") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- H. Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of Lessee.
- I. Lessee will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of Lessee.
- J. This Lease is subordinate to City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the City. City and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, City and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.
- K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

- L. Lessee understands and agrees that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).
- M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of Lessee, and Lessee shall not interfere with, or hinder the City in its plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.

WHEN RECORDED, RETURN TO:

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

C-_____

LEASE AGREEMENT

Airport Terminal Office

(Master Lease form adopted by Ordinance No. _____)

This Lease Agreement ("Lease") is executed to be effective the _____ day of _____, 20_____, between the City of Glendale, an Arizona municipal corporation ("City"), and Skyquest Aviation, LLC, an Arizona Limited Liability Company ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Boulevard ("Airport");

WHEREAS, Lessee desires to lease certain office space ("Property") in the Airport Terminal ("Terminal") on which to occupy and operate business operations, such property being more particularly described below and in Exhibit A attached hereto; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS

- A. The City hereby leases to Lessee the Property, described as Suite 108, located in the Glendale Municipal Airport Terminal Building, consisting of 405 square feet and as set out in Exhibit A.
- B. The City leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
 - 1) The right to conduct the following business activity on the Property:
Aeronautical Business.
 - 2) The general use of all public facilities and improvements which are now or may hereafter be constructed at the Terminal related to the Property, including corridors, lavatories and designated parking areas.

- 3) The right of ingress and egress from the Property over and across designated Terminal property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.
- C. Lessee shall not use the Property for any purposes other than those specified above. Any new or additional uses require the prior written approval of the City. All rights granted to Lessee under this Lease are non-exclusive.
- D. Lessee shall not engage in any activities on the Airport that interfere with the use of the Airport and facilities for airport purposes.
- E. Lessee is prohibited from developing residential living quarters on the Property. Any identified residential living quarters on the Property may be declared an event of default and subjects this Lease or any sublease to being declared null and void.

2. TERM

- A. The original term of this Lease shall be for a period of one (1) year (not to exceed five years) commencing on February 1, 2017 and expiring on January 31, 2018, unless sooner terminated pursuant to the provisions contained herein.
- B. This Lease may be renewed for Five (5) successive one (1) year periods by mutual agreement of the parties hereto, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee shall notify the Airport Manager in writing of its request to do so at least sixty (60) days prior to the expiration of the original term of this Lease or any renewal thereof together with proof of insurance as required by this Lease.

3. RENT

- A. From the effective date of this Lease, Lessee's annual rent for the first year will be \$7,727.40 plus tax, subject to change each year per paragraph 3.C. The monthly rental installment for the first year will be \$643.95 plus tax.
- B. Lessee shall pay rent due on a monthly basis, divided into twelve equal installments, due on the first day of each month. Payments should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.
- C. The Lease rent will increase under the Consumer Price Index (CPI) annually based upon the anniversary month of the execution of this Lease and be calculated and implemented as follows: subtract the published CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the previous year from the CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the then current year; divide the result by the previous year

CPI; then multiply the resulting factor by the current rental rate to determine the amount of increase; add the amount of increase to the then current rate to establish the rate that will become effective the 1st of the second month following the anniversary month. In no event will the rent decrease. Rate increases under this paragraph do not require notice to the Lessee and will become effective by operation of this Lease without further action.

- D. If the City establishes a market-based annual rental increase in any particular year, then either the CPI above or the market study increase will apply for that year, whichever is greater.
- E. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for payment of a late fee in the amount of \$50.00, due by the fifteenth day of the month. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made.
- F. Any other fees or charges outlined in this Lease are in addition to the rent required under this paragraph.

4. AERONAUTICAL ACTIVITIES:

Lessee shall not engage in any aeronautical activities at the Airport or Terminal without first entering into a Specialized Aviation Service Operator (“SASO”) Agreement.

5. FAA REQUIREMENTS

Lessee shall abide by all United States Federal Aviation Administration (“FAA”) requirements, the Airport Rules and Regulations, and the Airport Minimum Standards, as they may be amended from time to time. A partial list of the FAA requirements is attached as Exhibit C for convenience.

6. SECURITY DEPOSITS

Upon execution of this Lease, Lessee will deposit with City a refundable damage deposit equal to the amount of one month’s rent in the amount of \$0.00, waived based on tenant history (“Security Deposit”). A nonrefundable cleaning deposit for general cleaning, carpet shampooing, minor repairs and touchup will be required at the same time in the amount of \$0.00, waived based on tenant history. Security Deposits will be maintained by the City in non-interest bearing accounts. Should Lessee default in the performance of any of the terms, covenants, and conditions of this Lease, City may, after terminating this Lease, appropriate and apply part or all of the Security Deposit as required to compensate City for damages caused by Lessee’s breach.

7. UTILITIES

In addition to monthly rent, Lessee shall pay City a pro-rata share for utility services provided by the City based upon square feet of leased space. Utilities include water, wastewater, electricity, garbage, and natural gas. Payment for utilities is due the first day of the month and should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

8. IMPROVEMENTS

- A. Lessee is not authorized to make improvements, alterations, or modifications to Terminal or Property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City; and upon completion of the construction, Lessee shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications must be constructed in a good, workmanlike manner by licensed contractors. All improvements or modifications made to Airport property become the property of the City, at no cost to the City, upon termination of Lessee's interest under this Lease.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee interfere with any F.A.A. navigational aid, Lessee is responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors.

9. ACCEPTANCE; MAINTENANCE; REPAIRS

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder.
- B. City will maintain the structural integrity, basic utility accessibility and other major items of maintenance as to preserve the value of the Property; however, Lessee is responsible for all other maintenance or repairs as stated herein. Lessee shall maintain the property and keep it at all times in a safe and serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the FAA .
- C. The City reserves the right, but is not obligated to Lessee, to maintain and keep in repair all publicly owned facilities of the Terminal, together with the right to direct and control all activities of Lessee concerning those activities.
- D. Lessee is solely responsible, at its cost, to make repairs for any damage caused by Lessee, or its agents, employees, or invitees to the Property or Terminal. Lessee shall maintain the Property and keep it at all times, in a clean and orderly condition

and appearance, including any personal property or fixtures of the Lessee. Lessee is responsible for regular and routine janitorial services on the Property.

- E. If Lessee fails to repair or maintain the Property to the satisfaction of the City, within a period of twenty days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without the entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain or repair, any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to the City by Lessee on demand. However, if in the opinion of the City, Lessee's failure to perform maintenance endangers the safety of the public, the employees, the Property or other tenants at the Airport, and the City so states in notice to Lessee, the City may, in its sole discretion, elect to perform the maintenance at any time after the giving of notice, and Lessee, upon demand, shall pay the City for all work done. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

10. ADDITIONAL OBLIGATIONS OF LESSEE

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and provide the City with the manager's name and contact information within 48 hours of the manager's appointment. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee will provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee will conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall not produce on the Airport or Terminal any disturbance that interferes with the operation by the City or the FAA of air navigational, communication or flight equipment on the Airport.
- C. Lessee is responsible for controlling the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.
- E. Lessee will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.

- F. Lessee will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- G. Lessee will take measures to ensure security of the Property and implement any additional security measures as requested in writing by the Airport Manager. All security costs are borne by Lessee.
- H. Lessee shall provide prompt, written notice to the City of any person or entity performing flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.

11. INGRESS AND EGRESS

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property.

12. ASSIGNMENT AND SUB-LETTING

- A. Lessee will not assign or sub-lease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the City. City will not unreasonably withhold consent so long as Lessee presents compelling reasons to City for the assignment or sublease. As a condition of approval, Lessee shall submit biographical and financial information of the proposed assignee or sub-lessee as well as the potential terms of the sub-lease at least thirty days prior to any anticipated transfer of Lessee's interest. The terms of this Lease will be considered as incorporated into any sub-lease.
- B. Lessee may not mortgage, encumber or assign any portion of its right, title and interest in this Lease to lenders for any purpose. Lessee will not permit or suffer any liens of any kind to be filed against the Property as a result of any obligation, malfeasance, negligence, or omission of Lessee.
- C. With an approved sub-lease, Lessee shall pay the City 2% of any increment of rent paid to Lessee by the sub-lessee that is greater than the amount of rent then currently paid by the Lessee to City (sub-lease surcharge). The sub-lease surcharge payment shall be made concurrently with the rental payment required under this Lease.

13. ADVERTISING SIGNS

Lessee may install signage on the Property identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation. Any use of the City's advertising board is subject to the then current terms, conditions and rates for use. Any sign installation outside the Terminal or elsewhere on the Airport must comply with this paragraph as well as with applicable City zoning code requirements.

14. DEFAULT; TERMINATION BY CITY

- A. The City may terminate this Lease by giving Lessee thirty days written notice after any of the following events:
- 1) The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the thirty day notice period; or
 - 2) The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or under lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
- B. The City may place Lessee in default of this Lease by giving Lessee thirty days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During the thirty day notice period, Lessee shall cure any default; otherwise, the City may elect to terminate this Lease or do any of the following:
- 1) Institute action(s) to enforce this Lease;
 - 2) Take possession of the Property, and without terminating this Lease, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
 - 3) Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and re-letting and brokerage commissions for services performed by or for the City;
 - 4) Exercise the "Remedies of Landlord" as set forth in *Arizona Revised Statutes*, Title 33; or
 - 5) Exercise any other remedy allowed by law or equity.

- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City may, upon written notice to Lessee, immediately terminate this Lease or secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee. Lessee and City agree that acceptance of rent and other fees by the City under this Lease for any period after a default by Lessee of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

15. TERMINATION BY LESSEE

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty days written notice after any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

16. INDEMNIFICATION

Lessee shall defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions and employees, from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee, including its agents, employees and invitees in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee

may compromise and defend the same to the extent of its own interest. The City may, but has no duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

17. INSURANCE

Lessee shall procure and at all times maintain, at its own cost, the types and amounts of insurance required for its operations at the Terminal at the limits required in Exhibit B. The City shall be named as an additional insured as required in Exhibit B and shall contain a provision that written notice of cancellation shall be given to the City not less than thirty (30) days before such cancellation takes effect. Lessee shall deliver an appropriate certificate of insurance for each policy to the City in a form and from a company acceptable to the Airport Administrator. The City reserves the right to modify insurance requirements at any time.

18. QUIET ENJOYMENT

So long as Lessee timely pays the rent required under this Lease and performs all of its other obligations under this Lease, Lessee may peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Terminal. Exclusive use of the Property does not confer any exclusivity as to type of operation relative to other Terminal and Airport tenants. However, City does not warrant the security of Lessee's property at the Terminal, including, but not limited, vehicles and personal property.

19. SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights granted under this Lease cease, and it shall surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all trade fixtures, equipment, and other personal property installed and placed by Lessee on, but not attached to the Property, remain the property of Lessee, and Lessee may, at any time during the term of this Lease remove the fixtures, equipment or personal property and Lessee shall repair, at its sole cost, any damage caused by removal. Any property not removed by Lessee becomes part of the Property and ownership vests with the City.

20. NOTICE

- A. All notices required or permitted under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: Glendale Municipal Airport
 Attention: Airport Manager
 6801 North Glen Harbor Boulevard, Suite 201
 Glendale, Arizona 85307

with a copy to: City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

TO LESSEE: Attn: William or Stephanie Tresky
Skyquest Aviation, LLC
6801 N Glen Harbor Blvd. Ste. #100
Glendale, AZ 85307

with a copy to: Statutory Agent:
Chad O'Neal
835 Aircleta Dr
Wickenburg, AZ 85390

- B. Any notice given by certified mail is considered received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes under this Section.

21. SEVERABILITY

If any provision of this Lease is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

22. TAXES AND LICENSES

- A. Lessee shall pay any applicable leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, the tax shall also be paid by Lessee for the period this Lease is in effect.
- B. Lessee acknowledges that it may be a "prime lessee," as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Lease. Lessee further acknowledges that any failure by Lessee to pay taxes due under this section after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease, all licenses and permits required for its business purpose.

- D. The taxes due under this section are not a substitute for nor in lieu of any other fees or surcharges associated with sales transactions and otherwise required under this Lease.

23. DISPUTE RESOLUTION

This Lease is governed by the laws of the State of Arizona. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24. RULES AND REGULATIONS

Lessee shall comply with all applicable federal, state, or local government agreements, laws, rules, regulations, ordinances, grant assurances, including the Americans with Disabilities Act, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Property or the use thereof, including, without limitation, orders of the DOT, the FAA, the United States Department of Homeland Security, and the EPA, including all laws, ordinances, rules, regulations and orders adopted after the effective date of this Lease. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are also hereby incorporated as terms of this Lease.

25. RIGHT OF ENTRY RESERVED

- A. The City may at all reasonable times enter upon the Property for any lawful purpose if the action does not unreasonably interfere with Lessee's use, occupancy or security of the Property. The City may also enter upon the Property at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.
- B. Without limiting the above, the City and any utility provider may, at their own cost, whether for their own benefit or for the benefit of others at the Airport, enter the Property at all reasonable times so long entry does not unreasonably interfere with Lessee's operation to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of the City, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use the Property for access to other parts of the Airport otherwise not conveniently accessible.
- C. If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee shall move the obstruction, as directed by the City or utility company. If Lessee fails to move the obstruction after direction, the City or the utility company may move it, and Lessee shall pay the cost of moving upon demand. Lessee hereby waives any claim for damages as a result the involuntary removal except for claims for damages arising from the City's sole negligence.

26. SECURITY PLAN

City reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and landside of the Airport and to modify that plan from time to time as necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan or any directives of the Airport Manager under an imminent threat to security.

27. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated by the City in accordance with the provisions herein or if the City re-enters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive the termination, re-entry or resumption of possession and remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies will become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) will include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

28. REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease are cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence of other remedies, shall not prevent the exercise of any other remedy.

29. TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

30. NO ISRAEL BOYCOTT

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

31. CONFLICTS

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

32. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures appear on following page.]

EXECUTED to be effective on the date specified above.

"City":

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower, City Clerk

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

"Lessee":

Skyquest Aviation, LLC, an Arizona
Limited Liability Company

Printed Name: William or Stephanie Tresky
Title: V.P. of Operations

STATE OF ARIZONA)

County of Maricopa)

) SS



ROXANNE C. ALEXANDER
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Jan. 15, 2019

The foregoing instrument was acknowledged before me this 15th day of March, 2017, by Stephanie Tresky,
in his/her capacity as V.P. of Operations of Skyquest Aviation
Lessee.

Roxanne C Alexander
Notary Public

My Commission Expires:

1/15/2017

FIRST FLOOR

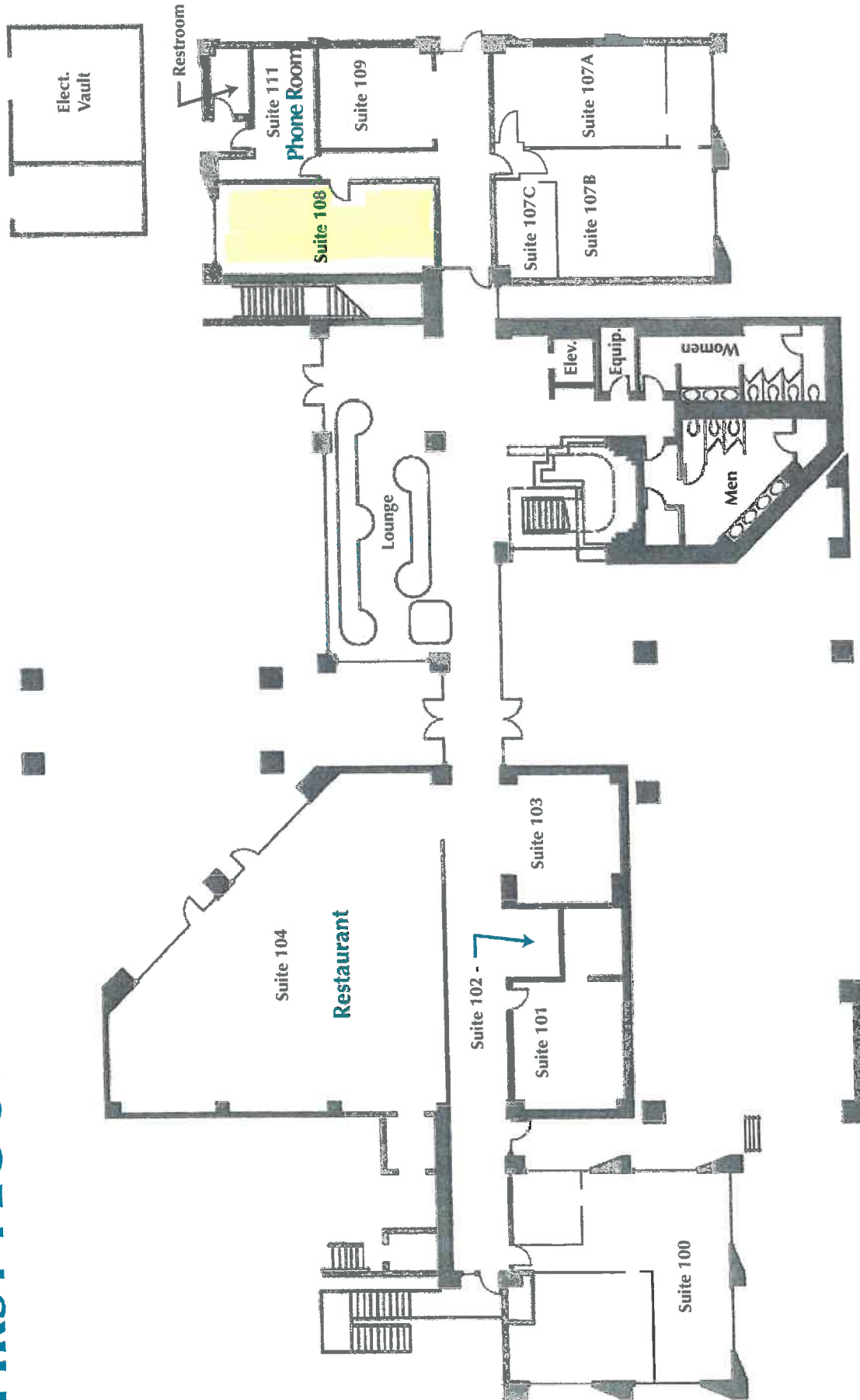


EXHIBIT B

(Insurance Requirements)

Airport Terminal Office leasing ONLY
(non aeronautical, no airside access)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Lessee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease**. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 **AND** when Lessee executes the appropriate sole proprietor waiver form.

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

3. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.

4. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
5. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT C

(Select FAA Requirements)

- A. The Lessee for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Lease for a purpose for which a U.S. DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C. In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- D. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the

contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- E. Lessee shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee will comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- H. Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of Lessee.
- I. Lessee will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of Lessee.
- J. This Lease is subordinate to City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the City. City and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, City and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.
- K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

- L. Lessee understands and agrees that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).
- M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of Lessee, and Lessee shall not interfere with, or hinder the City in its plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.

WHEN RECORDED, RETURN TO:

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

C-_____

LEASE AGREEMENT

Airport Terminal Office

(Master Lease form adopted by Ordinance No. _____)

This Lease Agreement ("Lease") is executed to be effective the _____ day of _____, 20_____, between the City of Glendale, an Arizona municipal corporation ("City"), and Skyquest Aviation, LLC, an Arizona Limited Liability Company ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Boulevard ("Airport");

WHEREAS, Lessee desires to lease certain office space ("Property") in the Airport Terminal ("Terminal") on which to occupy and operate business operations, such property being more particularly described below and in Exhibit A attached hereto; and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

NOW, THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS

- A. The City hereby leases to Lessee the Property, described as Suite 109, located in the Glendale Municipal Airport Terminal Building, consisting of 230 square feet and as set out in Exhibit A.
- B. The City leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
 - 1) The right to conduct the following business activity on the Property: Aeronautical Business.
 - 2) The general use of all public facilities and improvements which are now or may hereafter be constructed at the Terminal related to the Property, including corridors, lavatories and designated parking areas.

- 3) The right of ingress and egress from the Property over and across designated Terminal property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.
- C. Lessee shall not use the Property for any purposes other than those specified above. Any new or additional uses require the prior written approval of the City. All rights granted to Lessee under this Lease are non-exclusive.
- D. Lessee shall not engage in any activities on the Airport that interfere with the use of the Airport and facilities for airport purposes.
- E. Lessee is prohibited from developing residential living quarters on the Property. Any identified residential living quarters on the Property may be declared an event of default and subjects this Lease or any sublease to being declared null and void.

2. TERM

- A. The original term of this Lease shall be for a period of one (1) year (not to exceed five years) commencing on February 1, 2017 and expiring on January 31, 2018, unless sooner terminated pursuant to the provisions contained herein.
- B. This Lease may be renewed for Five (5) successive one (1) year periods by mutual agreement of the parties hereto, subject to the same terms and conditions as are contained in this Lease, provided that Lessee is not in default of any of its obligations under this Lease at the time of renewal. Lessee shall notify the Airport Manager in writing of its request to do so at least sixty (60) days prior to the expiration of the original term of this Lease or any renewal thereof together with proof of insurance as required by this Lease.

3. RENT

- A. From the effective date of this Lease, Lessee's annual rent for the first year will be \$4,388.40 plus tax, subject to change each year per paragraph 3.C. The monthly rental installment for the first year will be \$365.70 plus tax.
- B. Lessee shall pay rent due on a monthly basis, divided into twelve equal installments, due on the first day of each month. Payments should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.
- C. The Lease rent will increase under the Consumer Price Index (CPI) annually based upon the anniversary month of the execution of this Lease and be calculated and implemented as follows: subtract the published CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the previous year from the CPI (All Urban Consumers, U.S. city average, 1982-84=100) for the anniversary month of the then current year; divide the result by the previous year

CPI; then multiply the resulting factor by the current rental rate to determine the amount of increase; add the amount of increase to the then current rate to establish the rate that will become effective the 1st of the second month following the anniversary month. In no event will the rent decrease. Rate increases under this paragraph do not require notice to the Lessee and will become effective by operation of this Lease without further action.

- D. If the City establishes a market-based annual rental increase in any particular year, then either the CPI above or the market study increase will apply for that year, whichever is greater.
- E. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for payment of a late fee in the amount of \$50.00, due by the fifteenth day of the month. Any amounts paid later than fifteen days after the due date shall also bear interest on the unpaid principal balance at the rate of 18% annually from the due date until payment in full is made.
- F. Any other fees or charges outlined in this Lease are in addition to the rent required under this paragraph.

4. AERONAUTICAL ACTIVITIES:

Lessee shall not engage in any aeronautical activities at the Airport or Terminal without first entering into a Specialized Aviation Service Operator ("SASO") Agreement.

5. FAA REQUIREMENTS

Lessee shall abide by all United States Federal Aviation Administration ("FAA") requirements, the Airport Rules and Regulations, and the Airport Minimum Standards, as they may be amended from time to time. A partial list of the FAA requirements is attached as Exhibit C for convenience.

6. SECURITY DEPOSITS

Upon execution of this Lease, Lessee will deposit with City a refundable damage deposit equal to the amount of one month's rent in the amount of \$0.00, waived based on tenant history ("Security Deposit"). A nonrefundable cleaning deposit for general cleaning, carpet shampooing, minor repairs and touchup will be required at the same time in the amount of \$0.00, waived based on tenant history. Security Deposits will be maintained by the City in non-interest bearing accounts. Should Lessee default in the performance of any of the terms, covenants, and conditions of this Lease, City may, after terminating this Lease, appropriate and apply part or all of the Security Deposit as required to compensate City for damages caused by Lessee's breach.

7. UTILITIES

In addition to monthly rent, Lessee shall pay City a pro-rata share for utility services provided by the City based upon square feet of leased space. Utilities include water, wastewater, electricity, garbage, and natural gas. Payment for utilities is due the first day of the month and should be remitted to the City's finance and accounting office at 5850 West Glendale Avenue, Glendale, Arizona 85301.

8. IMPROVEMENTS

- A. Lessee is not authorized to make improvements, alterations, or modifications to Terminal or Property without the prior written consent of the City and without posting appropriate payment and performance bonds. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City; and upon completion of the construction, Lessee shall provide the City with two complete sets of detailed plans and specifications of the work as completed. All improvements and modifications must be constructed in a good, workmanlike manner by licensed contractors. All improvements or modifications made to Airport property become the property of the City, at no cost to the City, upon termination of Lessee's interest under this Lease.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee interfere with any F.A.A. navigational aid, Lessee is responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner by licensed contractors.

9. ACCEPTANCE; MAINTENANCE; REPAIRS

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the FAA and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder.
- B. City will maintain the structural integrity, basic utility accessibility and other major items of maintenance as to preserve the value of the Property; however, Lessee is responsible for all other maintenance or repairs as stated herein. Lessee shall maintain the property and keep it at all times in a safe and serviceable condition and in accordance with the minimum standards for maintenance and operation required by applicable Federal, state and local agencies, including but not limited to the United States Department of Transportation ("DOT") and the FAA .
- C. The City reserves the right, but is not obligated to Lessee, to maintain and keep in repair all publicly owned facilities of the Terminal, together with the right to direct and control all activities of Lessee concerning those activities.
- D. Lessee is solely responsible, at its cost, to make repairs for any damage caused by Lessee, or its agents, employees, or invitees to the Property or Terminal. Lessee shall maintain the Property and keep it at all times, in a clean and orderly condition

and appearance, including any personal property or fixtures of the Lessee. Lessee is responsible for regular and routine janitorial services on the Property.

- E. If Lessee fails to repair or maintain the Property to the satisfaction of the City, within a period of twenty days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without the entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and maintain or repair, any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof are payable to the City by Lessee on demand. However, if in the opinion of the City, Lessee's failure to perform maintenance endangers the safety of the public, the employees, the Property or other tenants at the Airport, and the City so states in notice to Lessee, the City may, in its sole discretion, elect to perform the maintenance at any time after the giving of notice, and Lessee, upon demand, shall pay the City for all work done. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting therefrom except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

10. ADDITIONAL OBLIGATIONS OF LESSEE

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder and provide the City with the manager's name and contact information within 48 hours of the manager's appointment. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee will provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee will conduct its operations in an orderly and proper manner so as to not unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall not produce on the Airport or Terminal any disturbance that interferes with the operation by the City or the FAA of air navigational, communication or flight equipment on the Airport.
- C. Lessee is responsible for controlling the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and use a system of refuse disposal approved by the City.
- E. Lessee will not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.

- F. Lessee will not, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- G. Lessee will take measures to ensure security of the Property and implement any additional security measures as requested in writing by the Airport Manager. All security costs are borne by Lessee.
- H. Lessee shall provide prompt, written notice to the City of any person or entity performing flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.

11. INGRESS AND EGRESS

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Property.

12. ASSIGNMENT AND SUB-LETTING

- A. Lessee will not assign or sub-lease any of its interest under this Lease, nor permit any other person to occupy the Property, without the prior written consent of the City. City will not unreasonably withhold consent so long as Lessee presents compelling reasons to City for the assignment or sublease. As a condition of approval, Lessee shall submit biographical and financial information of the proposed assignee or sub-lessee as well as the potential terms of the sub-lease at least thirty days prior to any anticipated transfer of Lessee's interest. The terms of this Lease will be considered as incorporated into any sub-lease.
- B. Lessee may not mortgage, encumber or assign any portion of its right, title and interest in this Lease to lenders for any purpose. Lessee will not permit or suffer any liens of any kind to be filed against the Property as a result of any obligation, malfeasance, negligence, or omission of Lessee.
- C. With an approved sub-lease, Lessee shall pay the City 2% of any increment of rent paid to Lessee by the sub-lessee that is greater than the amount of rent then currently paid by the Lessee to City (sub-lease surcharge). The sub-lease surcharge payment shall be made concurrently with the rental payment required under this Lease.

13. ADVERTISING SIGNS

Lessee may install signage on the Property identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation. Any use of the City's advertising board is subject to the then current terms, conditions and rates for use. Any sign installation outside the Terminal or elsewhere on the Airport must comply with this paragraph as well as with applicable City zoning code requirements.

14. DEFAULT; TERMINATION BY CITY

- A. The City may terminate this Lease by giving Lessee thirty days written notice after any of the following events:
- 1) The failure of Lessee to perform any of its obligations under this Lease, if Lessee fails to cure its default within the thirty day notice period; or
 - 2) The taking of possession for a period of ten days or more of substantially all of the personal property used on the Property belonging to Lessee by or under lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
- B. The City may place Lessee in default of this Lease by giving Lessee thirty days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During the thirty day notice period, Lessee shall cure any default; otherwise, the City may elect to terminate this Lease or do any of the following:
- 1) Institute action(s) to enforce this Lease;
 - 2) Take possession of the Property, and without terminating this Lease, and on behalf of Lessee, re-let the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
 - 3) Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and re-letting and brokerage commissions for services performed by or for the City;
 - 4) Exercise the "Remedies of Landlord" as set forth in *Arizona Revised Statutes*, Title 33; or
 - 5) Exercise any other remedy allowed by law or equity.

- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City may, upon written notice to Lessee, immediately terminate this Lease or secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee will terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder does not constitute a waiver of default nor of any subsequent default by Lessee. Lessee and City agree that acceptance of rent and other fees by the City under this Lease for any period after a default by Lessee of any of its obligations will not be considered a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

15. TERMINATION BY LESSEE

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty days written notice after any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, local or airport emergencies or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

16. INDEMNIFICATION

Lessee shall defend, indemnify and hold harmless the City, including its elected or appointed officials, agents, boards, commissions and employees, from all loss, damages or claims of whatever nature, including attorneys' fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee, including its agents, employees and invitees in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee

may compromise and defend the same to the extent of its own interest. The City may, but has no duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

17. INSURANCE

Lessee shall procure and at all times maintain, at its own cost, the types and amounts of insurance required for its operations at the Terminal at the limits required in Exhibit B. The City shall be named as an additional insured as required in Exhibit B and shall contain a provision that written notice of cancellation shall be given to the City not less than thirty (30) days before such cancellation takes effect. Lessee shall deliver an appropriate certificate of insurance for each policy to the City in a form and from a company acceptable to the Airport Administrator. The City reserves the right to modify insurance requirements at any time.

18. QUIET ENJOYMENT

So long as Lessee timely pays the rent required under this Lease and performs all of its other obligations under this Lease, Lessee may peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Terminal. Exclusive use of the Property does not confer any exclusivity as to type of operation relative to other Terminal and Airport tenants. However, City does not warrant the security of Lessee's property at the Terminal, including, but not limited, vehicles and personal property.

19. SURRENDER OF POSSESSION

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights granted under this Lease cease, and it shall surrender and leave the Property in as good condition as it was upon initial occupancy, normal wear and tear excepted. Unless otherwise stated, all trade fixtures, equipment, and other personal property installed and placed by Lessee on, but not attached to the Property, remain the property of Lessee, and Lessee may, at any time during the term of this Lease remove the fixtures, equipment or personal property and Lessee shall repair, at its sole cost, any damage caused by removal. Any property not removed by Lessee becomes part of the Property and ownership vests with the City.

20. NOTICE

- A. All notices required or permitted under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY:

Glendale Municipal Airport
Attention: Airport Manager
6801 North Glen Harbor Boulevard, Suite 201
Glendale, Arizona 85307

with a copy to: City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue, Suite 450
Glendale, Arizona 85301

TO LESSEE: Attn: William or Stephanie Tresky
Skyquest Aviation, LLC
6801 N Glen Harbor Blvd. Ste. #100
Glendale, AZ 85307

with a copy to: Statutory Agent:
Chad O'Neal
835 Aircleta Dr
Wickenburg, AZ 85390

- B. Any notice given by certified mail is considered received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes under this Section.

21. SEVERABILITY

If any provision of this Lease is declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective if elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

22. TAXES AND LICENSES

- A. Lessee shall pay any applicable leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, the tax shall also be paid by Lessee for the period this Lease is in effect.
- B. Lessee acknowledges that it may be a "prime lessee," as defined in A.R.S. § 42-6201, and that it may, or in the future, may be subject to government property lease excise tax liability under this Lease. Lessee further acknowledges that any failure by Lessee to pay taxes due under this section after notice and an opportunity to cure constitutes a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease, all licenses and permits required for its business purpose.

- D. The taxes due under this section are not a substitute for nor in lieu of any other fees or surcharges associated with sales transactions and otherwise required under this Lease.

23. DISPUTE RESOLUTION

This Lease is governed by the laws of the State of Arizona. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

24. RULES AND REGULATIONS

Lessee shall comply with all applicable federal, state, or local government agreements, laws, rules, regulations, ordinances, grant assurances, including the Americans with Disabilities Act, and with the orders of any and all governmental authorities and agencies concerning the Airport or the Property or the use thereof, including, without limitation, orders of the DOT, the FAA, the United States Department of Homeland Security, and the EPA, including all laws, ordinances, rules, regulations and orders adopted after the effective date of this Lease. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are also hereby incorporated as terms of this Lease.

25. RIGHT OF ENTRY RESERVED

- A. The City may at all reasonable times enter upon the Property for any lawful purpose if the action does not unreasonably interfere with Lessee's use, occupancy or security of the Property. The City may also enter upon the Property at any reasonable time for the purpose of making any inspection it may deem appropriate for the proper enforcement of any of the covenants or conditions of this Lease.
- B. Without limiting the above, the City and any utility provider may, at their own cost, whether for their own benefit or for the benefit of others at the Airport, enter the Property at all reasonable times so long entry does not unreasonably interfere with Lessee's operation to: maintain, repair or replace existing and future utility, mechanical, electrical or other systems which, in the opinion of the City, are necessary or advisable; or construct or install over, in or under the Property systems or parts in connection with maintenance and use the Property for access to other parts of the Airport otherwise not conveniently accessible.
- C. If any personal property of Lessee obstructs the access of the City or any utility company providing service to any of the existing utility, mechanical, electrical and other systems, Lessee shall move the obstruction, as directed by the City or utility company. If Lessee fails to move the obstruction after direction, the City or the utility company may move it, and Lessee shall pay the cost of moving upon demand. Lessee hereby waives any claim for damages as a result the involuntary removal except for claims for damages arising from the City's sole negligence.

26. SECURITY PLAN

City reserves the right to implement an Airport Security Plan in a form acceptable to the FAA limiting access of persons, vehicles and aircraft in and around the airside and landside of the Airport and to modify that plan from time to time as necessary to accomplish its purposes. Lessee shall at all times comply with the Security Plan or any directives of the Airport Manager under an imminent threat to security.

27. SURVIVAL OF LESSEE'S OBLIGATIONS

If this Lease is terminated by the City in accordance with the provisions herein or if the City re-enters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive the termination, re-entry or resumption of possession and remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies will become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) will include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

28. REMEDIES TO BE NONEXCLUSIVE

All remedies provided in this Lease are cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence of other remedies, shall not prevent the exercise of any other remedy.

29. TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

30. NO ISRAEL BOYCOTT

The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

31. CONFLICTS

This Lease is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

32. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings and agreements between the parties concerning the matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and not construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures appear on following page.]

EXECUTED to be effective on the date specified above.

"City":

CITY OF GLENDALE, an Arizona
municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

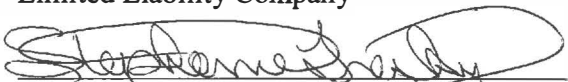
Julie K. Bower, City Clerk

APPROVED AS TO FORM:

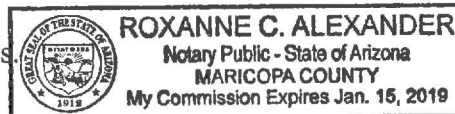
Michael D. Bailey, City Attorney

"Lessee":


Skyquest Aviation, LLC, an Arizona
Limited Liability Company


Printed Name: William or Stephanie Tresky
Title: V.P. of Operations

STATE OF ARIZONA)
County of Maricopa)



The foregoing instrument was acknowledged before me this 15th day of March, 20 17, by Stephanie Tresky,
in his/her capacity as V.P. of Operations of Skyquest Aviation,
Lessee.


Notary Public

My Commission Expires:

1/15/2017

FIRST FLOOR

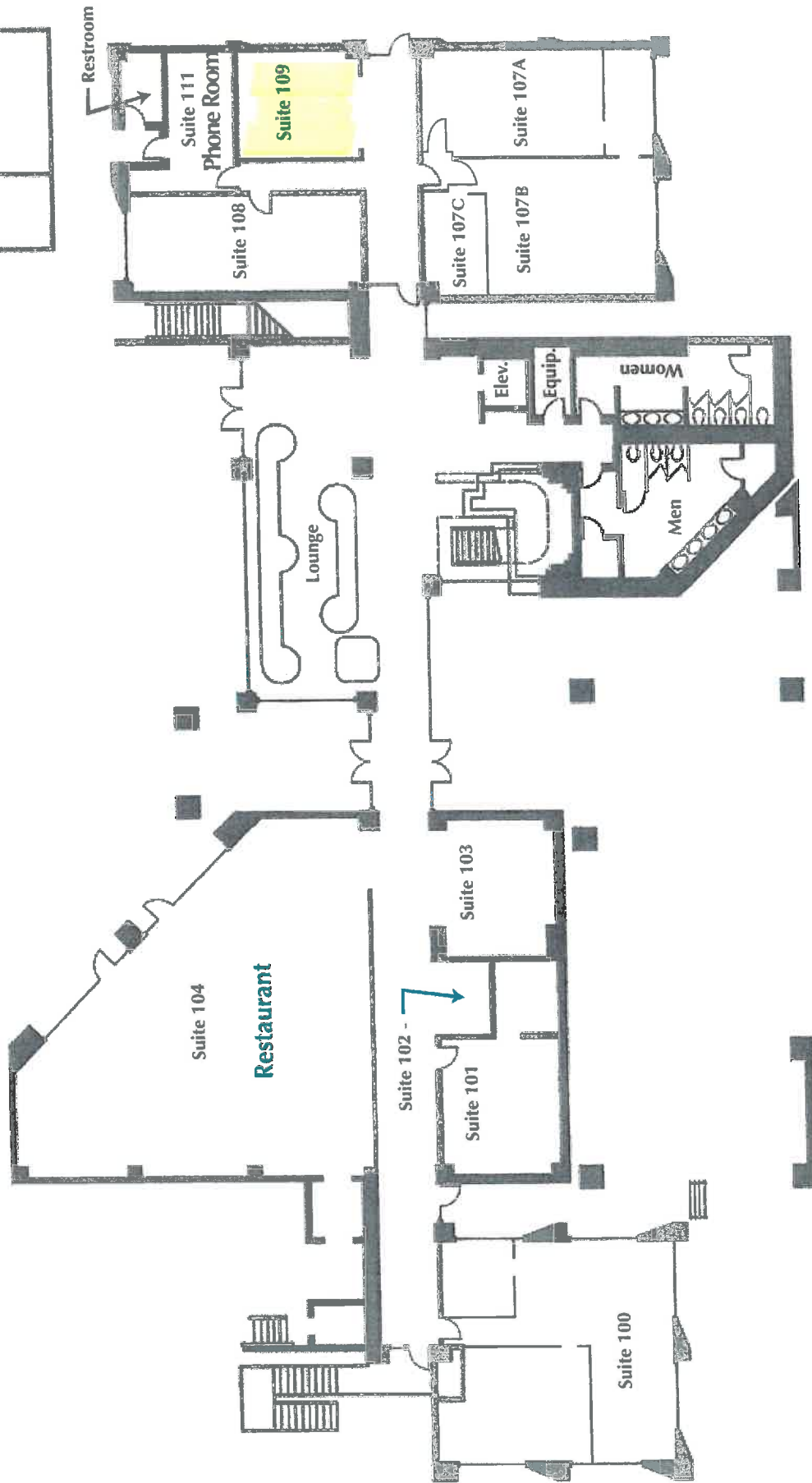


EXHIBIT B

(Insurance Requirements)

Airport Terminal Office leasing ONLY
(non aeronautical, no airside access)

Lessee shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the premises. The cost of such insurance shall be borne by the Lessee.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of this Agreement. Lessee is free to purchase such additional insurance as Lessee determines necessary.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Lessee shall provide coverage that is at least as broad as stated. An excess liability or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. :

1. **Commercial General Liability:** On an "occurrence" basis, including bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Personal and Advertising injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Damage to Rented Premises)	\$100,000

The City of Glendale shall be endorsed as an additional insured as follows: "The City of Glendale shall be named as an additional insured with respect to liability arising out of the use and/or occupancy of the property subject to this Agreement."

2. **Workers' Compensation** insurance as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$500,000 per accident for bodily injury or disease**. This requirement shall not apply when a Lessee is exempt under A.R.S. 23-901 **AND** when Lessee executes the appropriate sole proprietor waiver form.

If the Lessee maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.

Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

3. The Lessee's insurance coverage shall be **primary insurance and non-contributory** as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute to it.

4. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a **waiver of subrogation endorsement** from the insurer.
5. Each insurance policy shall be endorsed to state that coverage **shall not be canceled** except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the City before work or occupancy commences. However, failure to obtain the required documents prior to the work or occupancy beginning shall not waive the Lessee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. All certificates required by this Lease shall be sent directly to: City of Glendale, Airport Administrator, 6801 North Glen Harbor Blvd., Suite 201, Glendale, AZ 85307. The City Agreement number or project description is to be noted on the certificate of insurance.

Special Risks or Circumstances

City reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Such action will not require a formal contract amendment, but may be made by administrative action.

EXHIBIT C

(Select FAA Requirements)

- A. The Lessee for himself, his heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said Property described in this Lease for a purpose for which a U.S. DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- B. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- C. In the event of breach of any of the above nondiscrimination covenants, the City may terminate this Lease and reenter and repossess the Property and hold the Property as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed, including expiration of appeal rights.
- D. The Lessee assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to any Airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the Lessee or any transferee for the longer of the following periods: (i) the period during which the Property is used by the Lessee or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which the Lessee or any transferee retains possession of the Property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the

contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

- E. Lessee shall furnish its accommodations and/or services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and it shall charge reasonable, and not unjustly discriminatory, prices for each unit or service; provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers or customers.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee will comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- H. Lessee will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R., Part 77 or amendments thereto, or that interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and remove the offending structure or object and cut the offending tree, all of which will be at the expense of Lessee.
- I. Lessee will not make any use of the Property which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of the interference at the expense of Lessee.
- J. This Lease is subordinate to City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport. Lessee shall do nothing in its performance of its obligations under this Lease that would cause any noncompliance with such obligations of the City. City and Lessee agree that, to the extent any provisions of this Lease are in noncompliance with such obligations, City and Lessee shall take any necessary corrective action in order to bring the Lease into compliance with such obligations.
- K. There is reserved to the City, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight includes the right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from or operation on the Airport.

- L. Lessee understands and agrees that nothing contained in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of 49 U.S.C. §§ 40103(e) and 47107(a)(4).
- M. The City reserves the right to further develop, improve, or otherwise change the Airport as it sees fit, regardless of the desires or views of Lessee, and Lessee shall not interfere with, or hinder the City in its plans, policies or actions for Airport development. This provision in no way precludes Lessee's right to public voice and input during meetings or solicitations calling for such comments or input.



Legislation Description

File #: 17-140, Version: 1

ORDINANCE NO. 017-17

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACCEPTANCE OF RIGHT OF WAY PROPERTIES LOCATED AT THE INTERSECTION OF 59TH AVENUE AND OLIVE AVENUE NECESSARY FOR RIGHT OF WAY IMPROVEMENTS IN GLENDALE, ARIZONA; AND DIRECTING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO EFFECTUATE SAID TRANSFER.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance accepting right of way properties at the intersection of 59th Avenue and Olive Avenue necessary for right of way improvements as part of the 59th Avenue and Olive Avenue safety improvements project.

Background

The city entered into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) on April 12, 2016 to provide federal funding for right of way acquisition and construction of safety improvements at the 59th and Olive avenues intersection. ADOT is acting as a right of way agent and has negotiated the transfer of title for right of way properties for the city. This includes portions of parcels on both eastbound and westbound Olive Avenue owned by Maricopa County Community College District and Randolph Ranch Community Association.

Analysis

Maricopa County Community College District will transfer title to portions of two parcels located adjacent to the westbound lanes on Olive Avenue west of 59th Avenue with a combined market value of \$1,207.

Randolph Ranch Community Association will transfer title to a portion of a parcel located adjacent to the eastbound lanes on Olive Avenue east of 59th Avenue with a market value of \$2,489.

Additional expenses may be incurred for documentation and recording purposes.

These payments will be made by ADOT as agreed to in the IGA. Staff recommends accepting the additional right of way along Olive Avenue at the 59th Avenue and Olive Avenue intersection. The acquisition will allow for redesigned bus pull-outs and shelters to improve safety at this intersection.

Previous Related Council Action

On April 12, 2016, City Council authorized entering into an IGA with ADOT, Contract No. C-10790, for right of

way acquisition and construction of Olive Avenue and 59th Avenue Intersection Safety improvements.

On May 27, 2014, City Council authorized entering into an IGA with ADOT, Contract No. C-8948, to design Olive Avenue and 59th Avenue Intersection Safety improvements.

Budget and Financial Impacts

There are no budget impacts at this time. The IGA authorized by Council on April 12, 2016 including funding in the amount of \$106,450, of which \$6,068 was a local match, for right of way acquisition as part of the 59th Avenue and Olive Avenue Intersection Safety Improvement Project.

Minimal costs may be incurred by the city in the future to maintain and repair the additional street improvements.

ORDINANCE NO. 017-17

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ACCEPTANCE OF RIGHT OF WAY PROPERTIES LOCATED AT THE INTERSECTION OF 59TH AVENUE AND OLIVE AVENUE NECESSARY FOR RIGHT OF WAY IMPROVEMENTS IN GLENDALE, ARIZONA; AND DIRECTING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO EFFECTUATE SAID TRANSFER.

WHEREAS, the City entered into an IGA with ADOT on April 12, 2016, to receive federal funding for the right of way acquisition and construction of safety improvements at 59th and Olive Avenues; and

WHEREAS, ADOT is acting as a right of way agent on behalf of the City and has negotiated the transfer of title for right of way properties to the City.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof to accept title to the following properties in order to construct safety improvements:

Right of Way Portion of APN 148-18-183: Said right of way consisting of approximately 834 square feet or 0.0192 acres of property, more particularly described in Exhibit A.

Right of Way Portion of APN 143-12-004A: Said right of way consisting of approximately 198 square feet or 0.0045 acres of property, more particularly described in Exhibit B.

Right of Way Portion of APN 143-12-006E: Said right of way consisting of approximately 400 square feet or 0.0092 acres of property, more particularly described in Exhibit C.

SECTION 2. That the City Manager and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to accept title to said real properties on behalf of the City of Glendale.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 11th day of April, 2017.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Kevin R. Phelps, City Manager

WHEN RECORDED RETURN

City of Glendale
6210 W. Myrtle Ave.
Glendale, Arizona 85301

Escrow No.

Exempt From Affidavit
By A.R.S. 11-1134-A-3
Portion of APN 148-18-183

CITY OF GLENDALE
WARRANTY DEED

For consideration of Ten and 00/100 Dollars, and other valuable consideration, Randolph Ranch Community Association, an Arizona non-profit corporation, ("Grantor"), does hereby convey to the CITY OF GLENDALE, an Arizona Municipal Corporation ("Grantee"), the following described real property situated in Maricopa County, Arizona (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF**

SUBJECT TO current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

IN WITNESS WHEREOF, this instrument is executed this 28 day of March, 20 17

Clifford H. Adams
(Signature of Grantor)

(Signature of Grantor)

NOTARY CERTIFICATION
Capacity claimed by signer(s)

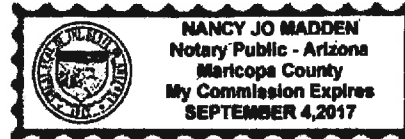
Individual
Corporate
Trustee(s)
- Other

Randolph Ranch Community Association
Entity(ies) Represented

President

Title of Signer

State Of Arizona)
County Of Maricopa)SS



Before me, Nancy Jo Madden, the undersigned officer/notary
(Name of Notary)

On March 28, 20 17 personally appeared Clifford H. Adams

IN WITNESS, my hand and official seal

Personally known -OR- proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Nancy Jo Madden
(Signature of Notary)

My Commission Expires:

Sept. 4, 2017

Approved by the City of Glendale, by and through its Transportation Department

Accepted: City of Glendale _____, 20 _____

By _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR NEW RIGHT OF WAY (Maricopa County Assessor Parcel No. 148-18-183)

Parcel No. 1

That part of Tract C, of RANDOLPH RANCH, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 453 of Maps, Page 32, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 32, Township 3 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, (brass cap in handhole) from which the North quarter corner of said Section 32 (brass cap in handhole) bears South 89°43'11" East, 2636.87 feet;

thence South 89°43'11" East, 105.47 feet along the North line of said Section 32;

thence departing said North line of Section 32, South 00°16'49" West, 55.00 feet to a northerly corner of said Tract C and the POINT OF BEGINNING;

thence South 89°43'11" East, 17.62 feet to a northerly corner of said Tract C;

thence South 00°16'49" West, 2.50 feet to a northerly corner of said Tract C;

thence North 89°43'11" West, 20.10 feet to a westerly line of said Tract C;

thence North 45°01'51" East, 3.52 feet along said westerly line of Tract C to the POINT OF BEGINNING.

Said Parcel No. 1 contains 47 square feet or 0.0011 acres more or less.

Parcel No. 2

That part of Tract C, of RANDOLPH RANCH, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 453 of Maps, Page 32, being more particularly described as follows:

COMMENCING at the Northwest corner of Section 32, Township 3 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, (brass cap in handhole) from which the North quarter corner of said Section 32 (brass cap in handhole) bears South 89°43'11" East, 2636.87 feet;

thence South 89°43'11" East, 148.09 feet along the North line of said Section 32;

EXHIBIT "A"

thence departing said North line of Section 32, South 00°16'49" West, 55.00 feet to a northerly corner of said Tract C and the POINT OF BEGINNING;

thence South 89°43'11" East, 105.78 feet along a northerly line of said Tract C;

thence departing said northerly line of Tract C, South 00°16'49" West, 12.00 feet;

thence North 89°43'11" West, 55.00 feet;

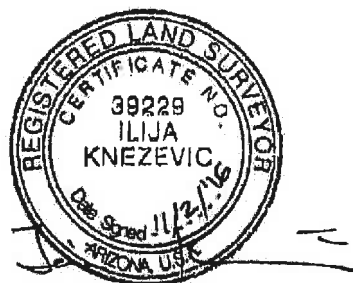
thence North 00°16'49" East, 9.50 feet;

thence North 89°43'11" West, 50.78 feet to a northerly corner of said Tract C;

thence North 00°16'49" East, 2.50 feet to the POINT OF BEGINNING.

Said Parcel No. 2 contains 787 square feet or 0.0181 acres more or less.

Said Parcel Nos. 1 and 2 contain a total of 834 square feet or 0.0192 acres more or less.

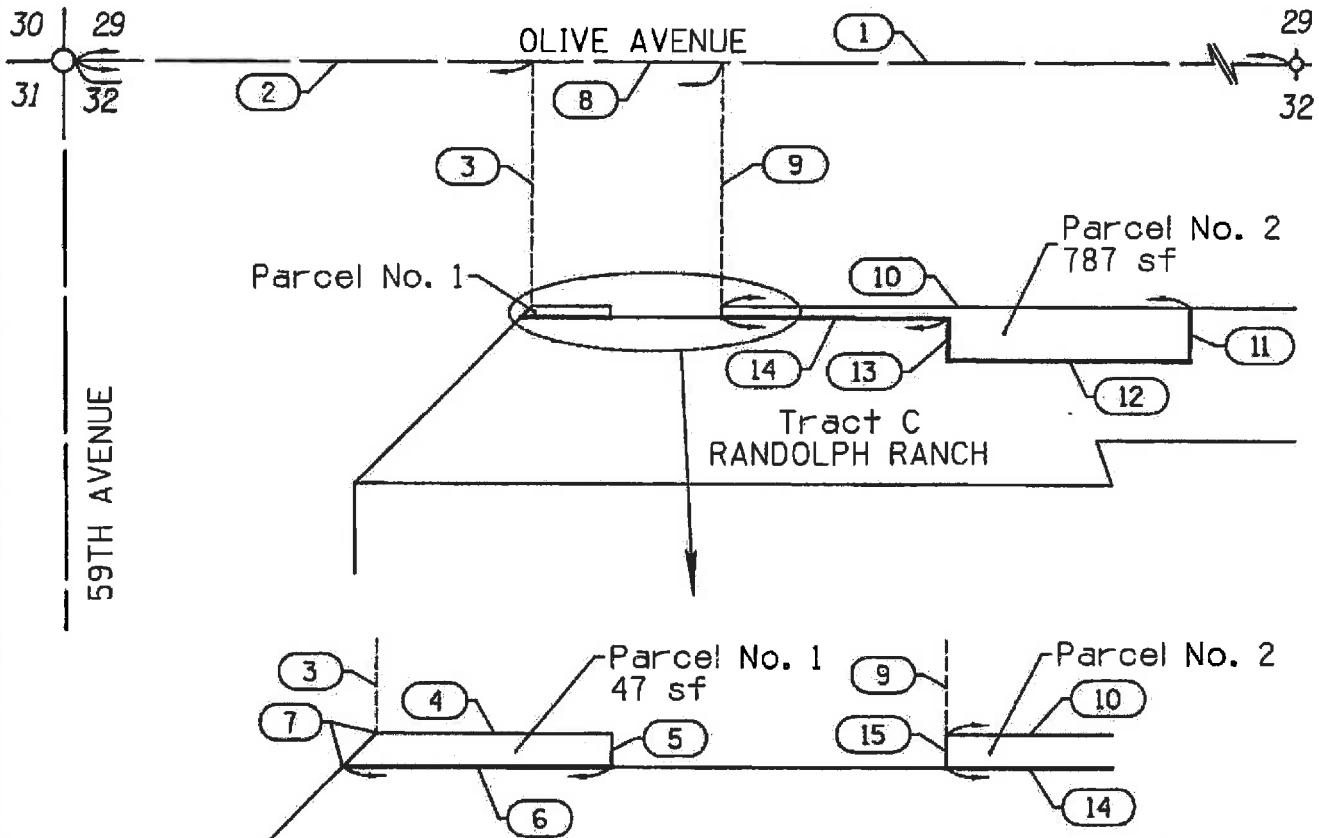


EXP: 06/30/2018

EXHIBIT MAP

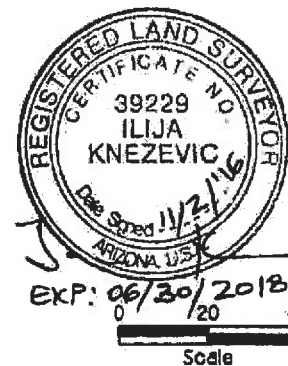
EXHIBIT "A"

LEGAL DESCRIPTION FOR NEW RIGHT OF WAY (Maricopa County Assessor Parcel No. 148-18-183)



DATA TABLE

1	S89° 43' 11" E	2636.87'	9	S00° 16' 49" W	55.00'
2	S89° 43' 11" E	105.47'	10	S89° 43' 11" E	105.78'
3	S00° 16' 49" W	55.00'	11	S00° 16' 49" W	12.00'
4	S89° 43' 11" E	17.62'	12	N89° 43' 11" W	55.00'
5	S00° 16' 49" W	2.50'	13	N00° 16' 49" E	9.50'
6	N89° 43' 11" W	20.10'	14	N89° 43' 11" W	50.78'
7	N45° 01' 51" E	3.52'	15	N00° 16' 49" E	2.50'
8	S89° 43' 11" E	148.09'			



AECOM
SURVEY / RIGHT OF WAY

AECOM TECHNICAL SERVICES, Inc.
7720 N 18th St, Suite 100
Phoenix, Arizona 85020
802.371.1100 www.aecom.com

59th Ave & Olive Ave
MCR APN 148-18-183

Sheet 1 of 1

WHEN RECORDED RETURN

City of Glendale

6210 W. Myrtle Ave.

Glendale, Arizona 85301

Escrow No.

Exempt From Affidavit

By A.R.S. 11-1134-A-3

Portion of APN 143-12-004A

CITY OF GLENDALE

WARRANTY DEED

For consideration of Ten and 00/100 Dollars, and other valuable consideration, Maricopa County Community College District Foundation, an Arizona non-profit corporation, who acquired title as Maricopa County Community College District ("Grantor"), does hereby convey to the CITY OF GLENDALE, an Arizona Municipal Corporation ("Grantee"), the following described real property situated in Maricopa County, Arizona (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF**

SUBJECT TO current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____

Margaret McManell
(Signature of Grantor)

(Signature of Grantor)

ASSISTANT GENERAL COUNSEL

NOTARY CERTIFICATION

Capacity claimed by signer(s)

Individual

Corporate

Trustee(s)

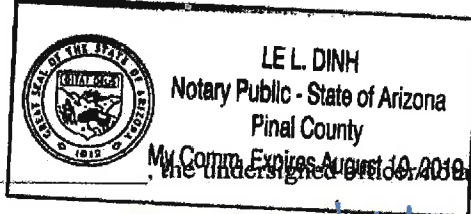
Other

Entity(ies) Represented

State Of Arizona)
County Of Maricopa)SS

Title of Signer

Before me, Le L Dinh



(Name of Notary)

On March 28, 2017 personally appeared Margaret McManell

IN WITNESS, my hand and official seal

Personally known -OR- proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

(Signature of Notary)

My Commission Expires: _____

Approved by the City of Glendale, by and through its Transportation Department

Accepted: City of Glendale _____, 20____

By _____

EXHIBIT "A"

**LEGAL DESCRIPTION FOR
NEW RIGHT OF WAY
(Maricopa County Assessor Parcel No. 143-12-004A)**

That part of the Southeast quarter of the Southeast quarter of Section 30, Township 3 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 30 (brass cap in handhole) from which the South quarter corner of said Section 30 (brass cap in handhole) bears South 88°43'51" West, 2637.96 feet;

thence South 88°43'51" West, 71.18 feet along the South line of said Section 30;

thence departing said South line of Section 30, North 01°16'09" West, 55.00 feet to the North line of the South 55.00 feet of said Section 30 and the POINT OF BEGINNING;

thence departing said North line of the South 55.00 feet of Section 30, North 39°10'12" East, 28.89 feet to the West line of the East 55.00 feet of said Section 30;

thence South 00°39'19" West, 22.00 feet along said West line of the East 55.00 feet of Section 30 to said North line of the South 55.00 feet of Section 30;

thence departing said West line of the East 55.00 feet of Section 30, South 88°43'51" West, 18.00 feet along said North line of the South 55.00 feet of Section 30 to the POINT OF BEGINNING.

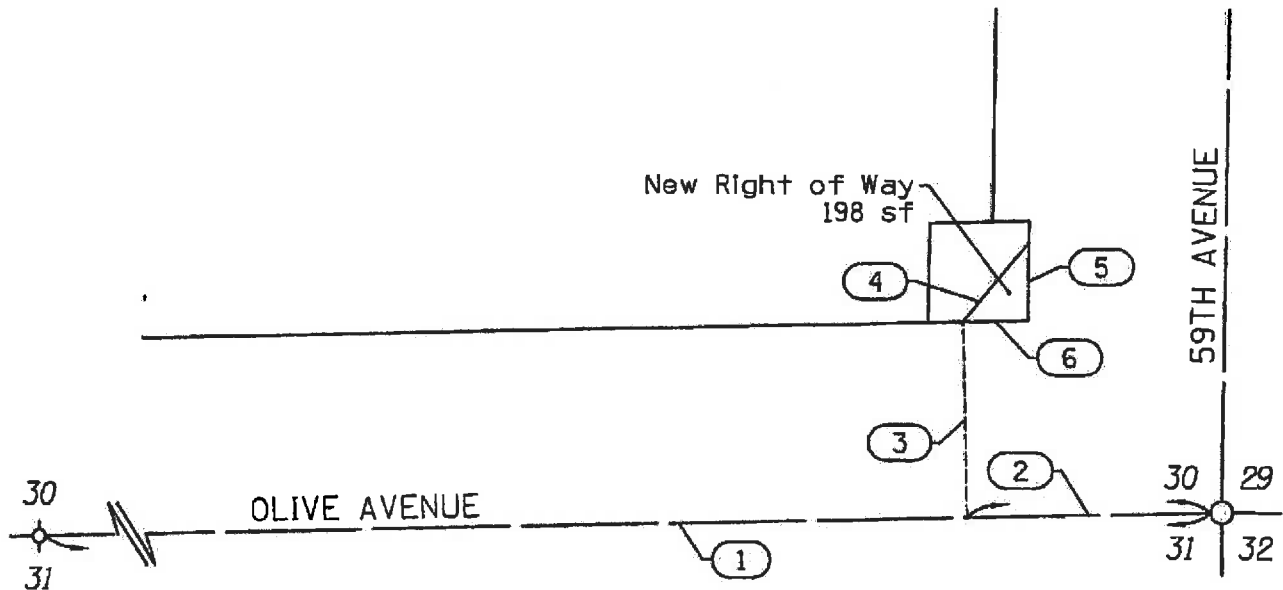
Said new right of way contains 198 square feet or 0.0045 acres more or less.



EXHIBIT MAP

EXHIBIT "A"

LEGAL DESCRIPTION FOR NEW RIGHT OF WAY (Maricopa County Assessor Parcel No. 143-12-004A)



DATA TABLE

1	S88°43'51" W	2637.96'
2	S88°43'51" W	71.18'
3	N01°16'09" W	55.00'
4	N39°10'12" E	28.89'
5	S00°39'19" W	22.00'
6	S88°43'51" W	18.00'



EXP: 06/30/2018



AECOM
SURVEY / RIGHT OF WAY

AECOM TECHNICAL SERVICES, Inc.
7720 N 16th St, Suite 100
Phoenix, Arizona 85020
602.371.1100 www.aecom.com

59th Ave & Olive Ave
MCR APN 143-12-004A

Sheet 1 of 1

WHEN RECORDED RETURN

City of Glendale
6210 W. Myrtle Ave.
Glendale, Arizona 85301

Escrow No.

Exempt From Affidavit

By A.R.S. 11-1134-A-3

Portion of APN 143-12-006E

CITY OF GLENDALE

WARRANTY DEED

For consideration of Ten and 00/100 Dollars, and other valuable consideration, Maricopa County Community College District, ("Grantor"), does hereby convey to the CITY OF GLENDALE, an Arizona Municipal Corporation ("Grantee"), the following described real property situated in Maricopa County, Arizona (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE MADE A PART HEREOF**

SUBJECT TO current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances of record.

IN WITNESS WHEREOF, this instrument is executed this 8 day of March, 20 17

Margaret McConnell
(Signature of Grantor)

(Signature of Grantor)

NOTARY CERTIFICATION
Capacity claimed by signer(s)

Individual
Corporate
Trustee(s)
Other

Entity(ies) Represented

Title of Signer

State Of Arizona)
County Of Maverick)SS

Before me, Margaret McConnell, the undersigned officer/notary
(Name of Notary)
On March 8, 20 17 personally appeared Le Dinh

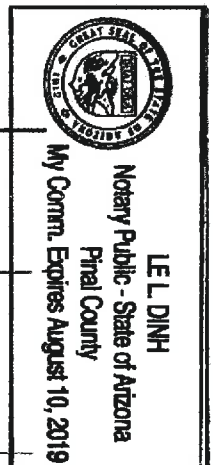
IN WITNESS, my hand and official seal

Personally known -OR- proved to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

Le Dinh
(Signature of Notary)

My Commission Expires:

8/10/2019



Approved by the City of Glendale, by and through its Transportation Department

Accepted: City of Glendale _____, 20 ____

By _____

EXHIBIT "A"

Page 1 of 1

**LEGAL DESCRIPTION FOR
NEW RIGHT OF WAY
(Maricopa County Assessor Parcel No. 143-12-006E)**

That part of the Southeast quarter of the Southeast quarter of Section 30, Township 3 North, Range 2 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 30 (brass cap in handhole) from which the South quarter corner of said Section 30 (brass cap in handhole) bears South 88°43'51" West, 2637.96 feet;

thence South 88°43'51" West, 196.13 feet along the South line of said Section 30;

thence departing said South line of Section 30, North 01°16'09" West, 55.00 feet to the North line of the South 55.00 feet of said Section 30 and the POINT OF BEGINNING;

thence South 88°43'51" West, 32.00 feet along said North line of the South 55.00 feet of Section 30;

thence departing said North line of the South 55.00 feet of Section 30, North 01°16'09" West, 12.50 feet to the North line of the South 67.50 feet of said Section 30;

thence North 88°43'51" East, 32.00 feet along said North line of the South 67.50 feet of Section 30;

thence departing said North line of the South 67.50 feet of Section 30, South 01°16'09" East, 12.50 feet to the POINT OF BEGINNING.

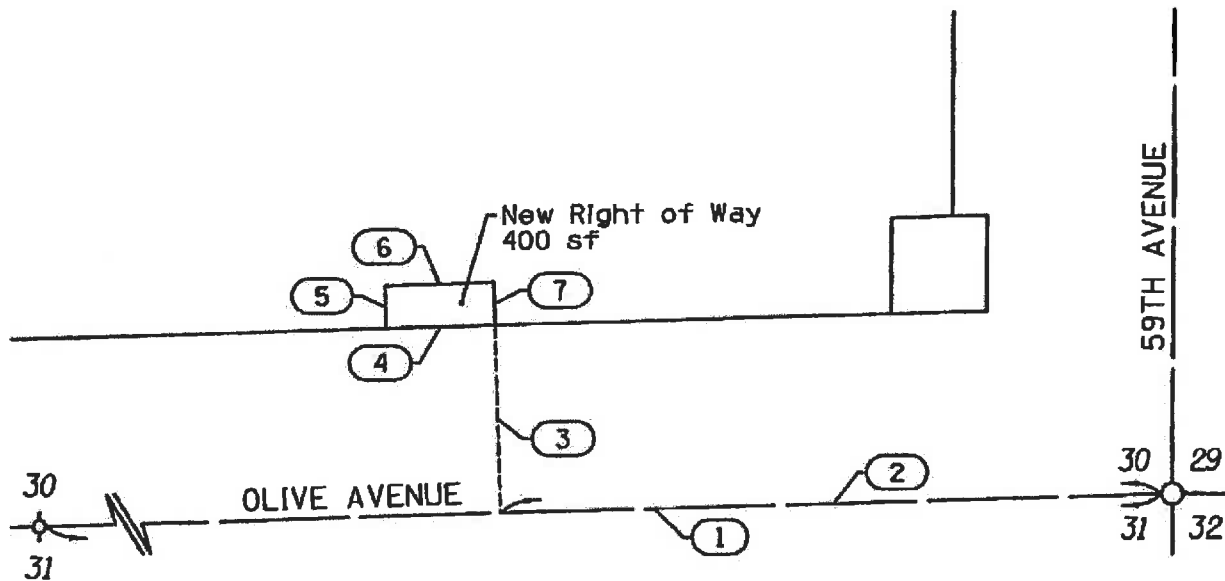
Said new right of way contains 400 square feet or 0.0092 acres more or less.



EXHIBIT "A"

EXHIBIT MAP

LEGAL DESCRIPTION FOR
NEW RIGHT OF WAY
(Maricopa County Assessor Parcel No. 143-12-006E)



DATA TABLE

1	S88°43'51" W	2637.96'
2	S88°43'51" W	196.13'
3	N01°16'09" W	55.00'
4	S88°43'51" W	32.00'
5	N01°16'09" W	12.50'
6	N88°43'51" E	32.00'
7	S01°16'09" E	12.50'



EXP: 06/30/2018



AECOM
SURVEY / RIGHT OF WAY

AECOM TECHNICAL SERVICES, Inc.
7720 N 16th St, Suite 100
Phoenix, Arizona 85020
602.371.1100 www.aecom.com

59th Ave & Olive Ave
MCR APN 143-12-006E

Sheet 1 of 1