



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 Samuel Chavira
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, January 27, 2015

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

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.

APPROVAL OF THE MINUTES OF JANUARY 13, 2015

1. 15-089 APPROVAL OF THE MINUTES OF JANUARY 13, 2015
Staff Contact: Pamela Hanna, City Clerk

Attachments: [Meeting Minutes of January 13, 2015](#)

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Vice Mayor Ian Hugh

2. 15-064 BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

PROCLAMATIONS AND AWARDS

3. **15-050** PROCLAIM FEBRUARY 25, 2015 THROUGH FEBRUARY 25, 2016 AS
 GLENDALE MUNICIPAL WATER SERVICE CENTENNIAL YEAR
 Staff Contact: Craig Johnson, P.E., Director, Water Services
 Presented By: Office of the Mayor
 Accepted By:
 Mr. Ronald Short, Chairman, Water Services Advisory Commission/
 President of the Glendale Arizona Historical Society
 Mr. Timothy O'Day, Glendale Water Services Department retiree
 Mr. John Wilster, Glendale Water Services Department employee
 Mr. Ed Sine, Mr. Max Sine, and Mr. Sean Sine, of the Sine family
4. **15-068** PROCLAIM FEBRUARY 2015 AS AFRICAN AMERICAN HISTORY MONTH
 Staff Contact: Office of the Mayor
 Presented By: Office of the Mayor
 Accepted By: Mr. Robert Ashby, original member of the Tuskegee Airmen,
 along with Mr. Bill Norwood, Mr. Richard Toliver, and Mr. David Toliver,
 current and former Presidents of the Archer-Ragsdale Arizona Chapter of
 the Tuskegee Airmen

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.

5. **15-081** APPROVE SPECIAL EVENT LIQUOR LICENSE, HEART FOR THE CITY
 Staff Contact: Susan Matousek, Revenue Administrator

 Attachments: [Application](#)
 [Calls for Service](#)
6. **15-047** APPROVE LIQUOR LICENSE NO. 3-0864 WAL-MART SUPERCENTER #3465
 Staff Contact: Susan Matousek, Revenue Administrator

 Attachments: [Map](#)
 [Calls for Service](#)
7. **15-048** APPROVE LIQUOR LICENSE NO. 3-0847 WAL-MART SUPERCENTER #3241
 Staff Contact: Susan Matousek, Revenue Administrator

 Attachments: [Map](#)
 [Calls for Service](#)
8. **15-053** AUTHORIZATION TO APPROVE THE PURCHASE OF ANNUAL
 MAINTENANCE SUPPORT FROM TCS AMERICA, INC. FOR THE TAX
 MANTRA SYSTEM
 Staff Contact: Tom Duensing, Director, Finance and Technology

- Attachments:** [Agreement C-7108](#)
9. **15-066** AUTHORIZATION FOR A CONTRACT AMENDMENT WITH INSIGHT PUBLIC SECTOR, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology
- Attachments:** [Insight Contract Amendment C-8820-1](#)
 [Insight Contract C-8820](#)
10. **15-055** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LZ DELTA, LLC AND APPROVE THE PURCHASE OF TWO FULLY-EQUIPPED POLICE MOTORCYCLES AND RELATED MOTORCYCLE SAFETY EQUIPMENT FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief
- Attachments:** [Linking Agreement with Exhibit A](#)
11. **15-056** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DON SANDERSON FORD, INC. AND APPROVE THE PURCHASE OF A CRIME SCENE RESPONSE VEHICLE FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING CONTRACT
Staff Contact: Debora Black, Police Chief
- Attachments:** [Linking Agreement with Exhibit A](#)
12. **15-038** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR PALM TREE TRIMMING SERVICES
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [West Coast - Agreement](#)
 [West Coast IFB 15-16 Tabulation Sheet](#)
13. **15-040** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DICK & FRITSCH DESIGN GROUP, INC. FOR THE FINAL DESIGN OF A TRANSIT CENTER AT ARROWHEAD TOWNE CENTER
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Contract- PSA with DFDG for TC](#)
14. **15-042** AUTHORIZATION TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH ARRINGTON WATKINS ARCHITECTS, LLC FOR THE GLENDALE MUNICIPAL LANDFILL SCALE HOUSE RELOCATION PROJECT
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Arrington Watkins Architects LLC Amendment No. 1](#)
15. **15-043** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DIVERSIFIED FLOORING SERVICES-PHOENIX LLC FOR CARPET REPLACEMENT AT CITY FACILITIES
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Diversified Flooring Services - Signed Agreement](#)

16. 15-044 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PROGRESSIVE SERVICES INC., dba PROGRESSIVE ROOFING, FOR ROOFING REPAIRS AT CITY FACILITIES
Staff Contact: Jack Friedline, Director, Public Works
Attachments: [Progressive Services Inc. - Signed Agreement](#)
17. 15-077 RATIFY LICENSE AGREEMENT WITH INWINDOW OUTDOOR, LLC FOR SUPER BOWL ADVERTISING ON THE GLENDALE MEDIA CENTER
Staff Contact: Jean Moreno, Program Administrator, Office of Economic Development
Attachments: [C-9632 2015 01 14 - InWindow + COG Media Center LA](#)
18. 15-078 RATIFY LICENSE AGREEMENT WITH OUTLETS AT WESTGATE, LLC FOR THE USE OF CITY PROPERTY FOR TANGER EMPLOYEE PARKING RELATED TO PRO BOWL AND SUPER BOWL
Staff Contact: Jean Moreno, Program Administrator, Office of Economic Development
Attachments: [C-9651 LA Airport Lot License COG Tanger Fully Executed](#)

CONSENT RESOLUTIONS

19. 15-051 AUTHORIZATION TO ENTER INTO AN ARIZONA MUTUAL AID COMPACT WITH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS AND ALL SIGNATORIES
Staff Contact: Mark Burdick, Fire Chief
Attachments: [Resolution 4915](#)
[AZMAC Compact 123014](#)
20. 15-065 ADOPT A RESOLUTION PROMULGATING THE REVISED 2015 EMERGENCY OPERATIONS PLAN
Staff Contact: Mark Burdick, Fire Chief
Attachments: [Resolution 4916](#)
[EOP Letter of Promulgation and Approval and Implementation](#)
21. 14-491 AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH STRENGTH TRAINING INCORPORATED FOR OCCUPATIONAL HEALTH MEDICAL SERVICES
Staff Contact: Mark Burdick, Fire Chief
Attachments: [Resolution 4917](#)
[STI Agreement w-exhibits Final 1.14.15](#)

Legislative History
12/18/14 City Council tabled

NEW BUSINESS

22. 15-110 Form License Agreement
Staff Contact: Michael D. Bailey, City Attorney

Attachments: [Form License Agreement 1 26 15](#)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

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.

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)).

This agenda has been reviewed and approved for posting by Brenda S. Fischer, ICMA-CM, City Manager.



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 15-089, **Version:** 1

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes - Final

Tuesday, January 13, 2015

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Samuel Chavira

Councilmember Gary Sherwood

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

Present: 7 - Mayor Jerry Weiers, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Vice Mayor Ian Hugh, Councilmember Gary Sherwood, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Brenda Fischer, City Manager; Julie Frisoni, Assistant City Manager; Jennifer Campbell, Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE

Retired Chaplain Robert Bohach offered the invocation.

PRAYER/INVOCATION

APPROVAL OF THE MINUTES OF DECEMBER 9, 2014 AND DECEMBER 18, 2014

- 1. **15-052** APPROVAL OF THE MINUTES OF DECEMBER 9, 2014 AND DECEMBER 18, 2014

Staff Contact: Pamela Hanna, City Clerk

Councilmember Turner complimented the Clerk's Office staff on the December 9th, 2014 minutes of the swearing in ceremony.

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

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Vice Mayor Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

PROCLAMATIONS AND AWARDS

- 2. **15-024** PROCLAIM JANUARY 19, 2015 AS DR. MARTIN LUTHER KING, JR. DAY

Staff Contact: Office of the Mayor

Presented By: Office of the Mayor

Accepted By: Donna M. McGuire and Dr. Angela McGuire on behalf of Dr. Jesse R. McGuire, Sr.

Mayor Weiers presented a proclamation to Donna McGuire and Dr. Angela McGuire who accepted it on behalf of Dr. Jesse R. McGuire, Sr.

CONSENT AGENDA

Ms. Brenda Fischer, City Manager, read agenda item numbers 3 through 13.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 14 through 16 by number and title.

3. **15-014** APPROVE SPECIAL EVENT LIQUOR LICENSES, LUMP BUSTERS
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
4. **15-015** APPROVE SPECIAL EVENT LIQUOR LICENSE, VALLEY YOUTH
THEATRE
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
5. **15-016** APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN CATHOLIC
CHURCH
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
6. **15-026** POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk
Management

This agenda item was approved.
7. **15-003** AUTHORIZATION TO EXTEND AGREEMENT TERMS AND APPROVE
EXPENDITURE OF FUNDS FOR PURCHASE OF COMMERCIAL
WATER METERS AND REPLACEMENT PARTS FROM SENSUS USA
INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.
8. **15-006** AWARD OF RFP 15-25, AUTHORIZATION TO ENTER INTO AN
AGREEMENT, AND APPROVE EXPENDITURE OF FUNDS TO
PURCHASE HYDROGEN PEROXIDE FROM U.S. PEROXIDE, LLC
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.
9. **15-011** AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT
RISK WITH ACHEN-GARDNER CONSTRUCTION, LLC, FOR THE
CONSTRUCTION PHASE OF THE ZONE 3 WATER LINE
IMPROVEMENTS NEAR DEER VALLEY ROAD AND 67th AVENUE
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.
10. **15-012** AWARD OF BID IFB 15-21, AUTHORIZATION TO ENTER INTO AN
AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO
PURCHASE BRASS WATER WORKS PARTS AND SUPPLIES FROM
DANA KEPNER COMPANY

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

This agenda item was approved.

- 11. 15-013** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR PROCESS AND EQUIPMENT EVALUATION AT THE CHOLLA WATER TREATMENT PLANT

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

This agenda item was approved.

- 12. 15-019** AUTHORIZATION TO ENTER INTO AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH WOOD, PATEL AND ASSOCIATES, INC. FOR DOWNTOWN ALLEY IMPROVEMENTS FROM 57TH AVENUE TO 57TH DRIVE

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

- 13. 15-021** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CREATIVE COMMUNICATIONS SALES & RENTALS, INC. AND APPROVE THE VEHICLE UP-FITTING PURCHASE FOR 32 GLENDALE POLICE DEPARTMENT CHEVROLET TAHOE POLICE VEHICLES UTILIZING A CITY OF PHOENIX, ARIZONA COOPERATIVE AGREEMENT

Staff Contact: Debora Black, Police Chief

This agenda item was approved.

CONSENT RESOLUTIONS

- 14. 15-018** AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LUKE AIR FORCE BASE FOR USE OF THE GLENDALE POLICE DEPARTMENT FAMILY ADVOCACY CENTER

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4912 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING 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 56TH FIGHTER WING (AETC) LUKE AFB ARIZONA AND GLENDALE FAMILY ADVOCACY CENTER FOR THE SUPPORT FOR VICTIMS OF DOMESTIC ABUSE.

This agenda item was approved.

- 15. 15-023** RESOLUTION IN SUPPORT OF A GRANT APPLICATION TO ARIZONA GAME AND FISH DEPARTMENT FOR ARCHERY SHOOTING RANGE DEVELOPMENT

Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4913 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY,

IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE APPROXIMATE AMOUNT OF \$33,024, FROM ARIZONA GAME AND FISH DEPARTMENT FOR THE DEVELOPMENT OF A PUBLIC ARCHERY RANGE AT GLENDALE HEROES REGIONAL PARK.

This agenda item was approved.

- 16. 15-027** RESOLUTION IN SUPPORT OF AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4914 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES WITH MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN RESOURCES DEPARTMENT, FOR THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

This agenda item was approved.

A motion was made by Councilmember Hugh, seconded by Councilmember Chavira, to approve the items on the Consent Agenda. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Vice Mayor Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

- 17. 15-028** REZONING APPLICATION ZON13-10 (ORDINANCE) SABRE BUSINESS PARK (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

ORDINANCE NO. 2927 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 16602 WEST BETHANY HOME ROAD FROM A-1 (AGRICULTURAL) TO M-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Froke said this item was to rezone land at Sabre Business Park from agricultural to light industrial. He presented a slide to show the property in question. The property is located east of Loop 303 at Bethany Home Road. This rezoning will implement the General Plan. Luke Air Force Base supported this land being annexed into the city limits. Staff recommends approval of this rezoning, subject to the two stipulations of the Planning Commission.

Mayor Weiers opened the public hearing.

James Deibler, a Phoenix resident, said it was a good idea to add an industrial park because it would add jobs in the area and new development.

Mayor Weiers closed the public hearing.

Councilmember Aldama stated he served as the vice chairman on the Planning Commission when this item came to it for consideration. He met with the City Attorney prior to today's meeting to make sure there was no conflict of interest. He said he does plan on casting a vote tonight on this issue.

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

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Vice Mayor Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

NEW BUSINESS

18. 15-007

COUNCIL SELECTION OF VICE MAYOR

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

A motion was made by Councilmember Turner, seconded by Councilmember Tolmachoff, to appoint Councilmember Ian Hugh as Vice Mayor.

A second motion was made by Councilmember Chavira, seconded by Councilmember Aldama, to appoint Councilmember Gary Sherwood as Vice Mayor.

The first motion carried by the following vote so no vote was taken on the second motion:

Aye: 4 - Mayor Weiers, Vice Mayor Hugh, Councilmember Tolmachoff, and Councilmember Turner

Nay: 3 - Councilmember Aldama, Councilmember Chavira, and Councilmember Sherwood

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Councilmember Hugh, seconded by Councilmember Sherwood, to hold the next regularly scheduled City Council Workshop on Tuesday, January 20, 2015 at 1:30 p.m. in room B-3 of the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Vice Mayor Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

CITIZEN COMMENTS

James Deibler, a Phoenix resident, spoke about a possible bus driver strike. He wanted to see the Phoenix and Glendale Mayors get involved and he hoped it would be solved soon, so everyone could continue to enjoy public transportation.

Cherylynn Berry, a Sahuaro resident and an Ocotillo business owner, spoke regarding bettering the downtown and Catlin Court area. She stated when she opened her non-profit business, they got special permits to have fundraisers in the parking lot and have done this for three years. Although she got permits in previous years, she was shut down this year even though she had permits. She said there was a lack of communication between the city departments and the merchants in the downtown, Catlin

Court, area. She is trying to make downtown a better place and to prosper. She said the lines of communication should be opened up between the three departments in the review process and the merchants in the historic area. She said things seemed to change without notification. She would like to start a dialogue to correct these problems.

John Roach, a Cholla resident, is a restaurant owner in north Glendale. He has applied for permits for about 44 events permits during the holiday season over the past 8 years. He stated that he has received 4 or 5 permits. He has asked staff look into the process for selecting food special event vendors. He would like to do more business in the city where he lives. He would like some information back after this item is researched.

Bill Demski, a Sahuaro resident, spoke about the Glendale police department. He spoke about an incident at the Thunderbird Graduate School where he fractured his elbow. He spoke about filing in small claims court for damages. He also described a second similar incident recently at the graduate school. He said in this recent incident, golf carts were illegally parked on the sidewalk. He spoke about favoritism because the head of security at the graduate school is a former Glendale police officer.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama sent his condolences to the Steele family and Glendale Police Department. He announced on January 28, 2015 he will be hosting his first district meeting to be held at the Woman's Club. The subject will be urban irrigation. He invited his constituents in the Ocotillo District to attend.

Councilmember Chavira expressed his condolences to the Steele family and the extended police family. He stated that he was excited to serve with the new team of Councilmembers.

Vice Mayor Hugh said he attended the Glendale Glitter and Glow and it was a positive, great experience. He had a lot of great feedback.

Councilmember Sherwood said hats off to the Marketing Department for the holiday events. He said the weather was good and sales were up.

Mayor Weiers said the art event at Sahuaro Ranch Park was outstanding and much better than last year. He thanked Councilmember Turner for doing an awesome job on it.

Councilmember Chavira wished his daughter a Happy Birthday.

Mayor Weiers said he was excited for the new year and hoped to get a lot of work done this year.

Councilmember Turner said the 52nd Annual Juried Arts Show is on display at the Fruit Packing Shed at Sahuaro Ranch Park and runs from January 14th through January 25th.

ADJOURNMENT

The meeting was adjourned at 6:42 p.m.



Legislation Description

File #: 15-064, **Version:** 1

BOARDS, COMMISSIONS & OTHER BODIES

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Purpose and Recommended Action

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Aviation Advisory Commission

Linda Yaeger	Sahuaro	Appointment	01/27/2015	11/24/2016
Walter Chaney - Vice Chair	Barrel	Appointment	01/27/2015	11/24/2015

Citizens Transportation Oversight Commission

Darrin Lacey	Sahuaro	Appointment	01/27/2015	03/25/2015
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Community Development Advisory Committee

Mickey Nunez	Ocotillo	Appointment	01/27/2015	04/01/2016
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General Plan Steering Committee

Darrin Lacey	Sahuaro	Appointment	01/27/2015	01/01/2016
Rick Harper	Sahuaro	Appointment	01/27/2015	01/01/2016

Historic Preservation Commission

Larry Rovey	Mayoral	Appointment	01/27/2015	04/13/2016
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Industrial Development Authority

Robert Holmes	Cholla	Reappointment	01/27/2015	08/23/2020
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Judicial Selection Advisory Board

Randall Warner - Chair	Presiding Judge Of Superior Court	Appointment	01/27/2015	11/29/2015
Christina Rubalcava-Vice Chair	Cholla	Appointment	01/27/2015	11/29/2015

Library Advisory Board

Andre Xavier Grajeda - Teen	Mayoral	Appointment	01/27/2015	05/27/2015
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Parks & Recreation Advisory Commission

Jerri Ann Soper - Teen	Mayoral	Appointment	01/27/2015	05/27/2015
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Personnel Board

Davita Solter	Sahuaro	Appointment	01/27/2014	12/22/2016
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Planning Commission

Rick Harper	Sahuaro	Appointment	01/27/2015	03/25/2016
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Steve Johnston - Chair	Cactus	Appointment	01/27/2015	03/25/2015
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Al Lenox - Vice Chair	Barrel	Appointment	01/27/2015	03/25/2015
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Risk Management/Worker's Compensation Trust Fund Board

Gary Sherwood - Councilmember	Sahuaro	Appointment	01/27/2015	07/24/2017
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Water Services Advisory Commission

Robin Berryhill	Mayoral	Appointment	01/27/2015	09/10/2015
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Legislation Description

File #: 15-050, Version: 1

PROCLAIM FEBRUARY 25, 2015 THROUGH FEBRUARY 25, 2016 AS GLENDALE MUNICIPAL WATER SERVICE CENTENNIAL YEAR

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

Presented By: Office of the Mayor

Accepted By:

Mr. Ronald Short, Chairman, Water Services Advisory Commission/
President of the Glendale Arizona Historical Society

Mr. Timothy O'Day, Glendale Water Services Department retiree

Mr. John Wilster, Glendale Water Services Department employee

Mr. Ed Sine, Mr. Max Sine, and Mr. Sean Sine, of the Sine family

Purpose and Recommended Action

This is a request for City Council to proclaim February 25, 2015 through February 25, 2016 as Glendale municipal water service centennial year.

Present to accept the proclamation are: Mr. Ronald Short, Chairman of the Water Services Advisory Commission and President of the Glendale Arizona Historical Society; Mr. Timothy O'Day, retired City of Glendale Water Services Department employee with 31 years of service; Mr. John Wilster, current City of Glendale Water Services Department employee with 27 years of service; and Mr. Ed Sine, Mr. Max Sine, and Mr. Sean Sine, of the Sine family.

Background

Starting February 25, 2015, the City of Glendale Water Services Department will celebrate its centennial, marking 100 years of providing safe, reliable, high quality water and wastewater services to the community.

In 1915, the Town of Glendale purchased the Water Works Company from Floyd Holmes Sine for \$12,000 and created the new Municipal Water Works Department on February 25. The town immediately upgraded the system by drilling additional wells and installing new pressure pumps.

Fast forward 100 years later, the Glendale Water Services Department currently provides water and wastewater services to more than 230,000 people. It operates four water treatment plants, and two water reclamation facilities. Although Glendale has changed significantly over the last century, one thing remains constant - the city's commitment to providing exceptional water and wastewater services.

The Glendale Water Services Department builds from a century's worth of ingenuity and hard work. This provides a firm foundation as it continues to provide exceptional water and wastewater services to our community, while placing a high priority on customer service, appropriate use of innovative technology, and

maintaining a sustainable water supply.

Community Benefit/Public Involvement

Recognizing the centennial year of Glendale municipal water service and a century of safe and reliable water and wastewater services encourages all residents to reflect on the hard work and dedication of Glendale citizens and employees that make the city a great place to create a home or business.



Legislation Description

File #: 15-068, **Version:** 1

PROCLAIM FEBRUARY 2015 AS AFRICAN AMERICAN HISTORY MONTH

Staff Contact: Office of the Mayor

Presented By: Office of the Mayor

Accepted By: Mr. Robert Ashby, original member of the Tuskegee Airmen, along with Mr. Bill Norwood, Mr. Richard Toliver, and Mr. David Toliver, current and former Presidents of the Archer-Ragsdale Arizona Chapter of the Tuskegee Airmen

Purpose and Recommended Action

This is a request for City Council to proclaim February 2014 as African American History Month. This month will be a time for Glendale citizens to celebrate, learn, and reflect on the innumerable contributions African Americans have made to our nation, our state, and our city.

Mr. Robert Ashby, original member of the Tuskegee Airmen, along with Mr. Bill Norwood, Mr. Richard Toliver, and Mr. David Toliver, current and former Presidents of the Archer-Ragsdale Arizona Chapter of the Tuskegee Airmen, will be present to accept the proclamation.

Background

African Americans have played an integral role in the growth and development of our nation from the time of its founding to the present day. The resilience and strength of African Americans in our history inspires all to persevere in the struggle to overcome all types of adversity. The Tuskegee Airmen personified these values as they served their country with distinction during World War II by providing superior air support in spite of harsh racial prejudice. Following the war, many Tuskegee Airmen returned home and immersed themselves into making their communities a better place by overcoming and helping to dismantle the barriers to racial equality. The service of the Tuskegee Airmen ultimately led to the decision by Congress to desegregate the military.

Since 1976, the United States has recognized and celebrated February as a time to “seize the opportunity to honor the too-often neglected accomplishments of black Americans in every area of endeavor throughout our history” (President Gerald R. Ford).

Community Benefit/Public Involvement

Proclaiming February 2015 as African American History Month benefits the city and the community, as it demonstrates Glendale’s commitment towards recognizing and celebrating those who have overcome adversity during the struggle to improve our nation and community.



Legislation Description

File #: 15-081, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, HEART FOR THE CITY

Staff Contact: Susan Matousek, Revenue Administrator

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 Heart for the City, submitted by Joe Eriquez. The event will be held at Pendergast Farm located at 9500 West Bethany Home Road on Saturday, January 31, from 9 p.m. to 2 a.m. and Sunday, February 1, 2015 from noon to 4 p.m. The purpose of this special event liquor license is for the DIRECTV Super Bowl Fan Festival.

Background Summary

The Pendergast Farm is zoned PAD (Planned Area Development) and located in the Yucca District. Council previously recommended approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for Heart for the City for Wednesday, January 28 through Friday, January 30; therefore, if this application is approved, the total number of days expended by this applicant will be five 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

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
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).

Heart for the City

SECTION 1 Name of Organization: _____

SECTION 2 Non-Profit/IRS Tax Exempt Number: _____

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

- Charitable (501.C) 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
Pendergast Farm (SE Corner of W. Bethany Home Road and 95th Ave.)

SECTION 7 Location of the Event: _____
Address of Location: 9500 West Bethany Home Road, Glendale, 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: Eriquez Joe _____
Last First Middle Date of Birth

2. Applicant's mailing address: P.O. Box 2, Glendale, AZ 85311
Street City State Zip

3. Applicant's home/cell phone: (_____) _____ Applicant's business phone: (_____) (602)499-5059

4. Applicant's email address: _____

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? 3
 (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 Heart for the City Percentage 100%
 Address P.O. Box 2, Glendale, AZ 85311
Street City State Zip

Name _____ Percentage _____
 Address _____
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.)

16 Number of Police 125 Number of Security Personnel Fencing Barriers

Explanation: SECURITY - (7) POLICE OFFICERS, (1) POLICE SERGEANT, (1) POLICE LIEUTENANT

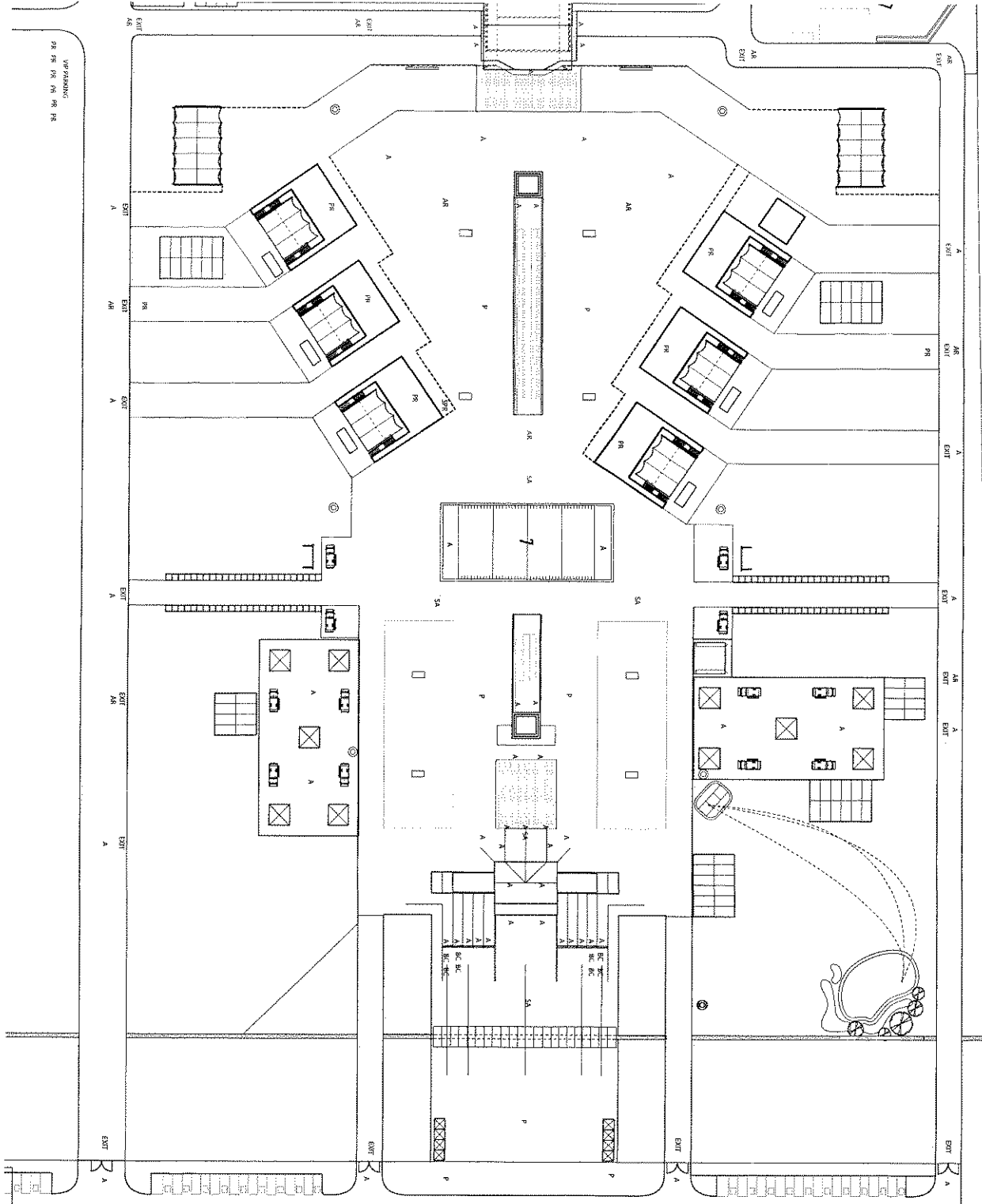
TRAFFIC - (5) POLICE OFFICERS, (1) POLICE SERGEANT, (1) POLICE LIEUTENANT

EVENT SECURITY - (10) SUPERVISORS, (18) SECURITY GUARDS, 6' FENCE AND BARRICADE FOR SAFETY

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days. INSIDE THE PERIMETER
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1/31/15</u>	<u>Saturday</u>	<u>9:00PM</u>	<u>2:00AM</u>
DAY 2:	<u>2/1/15</u>	<u>Sunday</u>	<u>12:00PM</u>	<u>4:00PM</u>
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

W Bethany Home Rd



MURPHY
 OFFICE INTERIOR DESIGN

411 West 34th Street
 New York, New York 10014
 Office: 212-524-6563
 Fax: 212-427-3095

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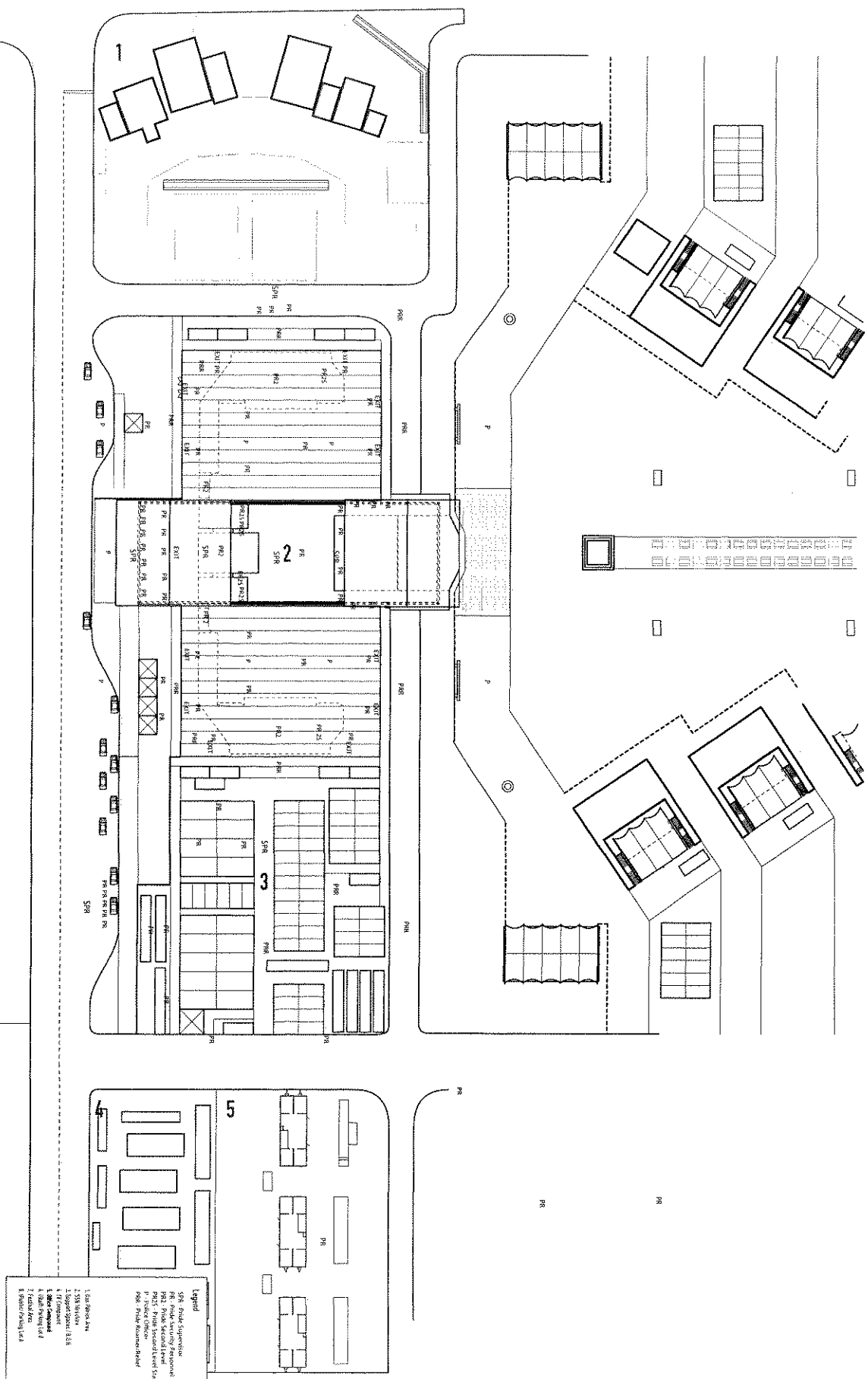


DTV Super Bowl Program 2015
Pendergrats Farm
W Bethany Home Rd. & 95th Ave
Glendale, AZ 85305

Issue/Revisions

NO.	DATE	DESCRIPTION
1		

DATE: 02/11/14
 MAP PROJECT: 061243
 DRAWN BY: KATLID
 SCALE: 1/8" = 1'-0"



Site Plan
Scale 1" = 1/128'

Legend	
SR	Site Right-of-Way
PR	Public Utility Footprint
FR	Public Road Right-of-Way
TR	Truck Trailer Pad
OR	Office
WR	Warehouse
SR	Site Right-of-Way



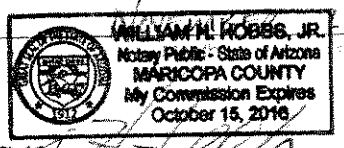
<p>CLARK HEDER ENGINEERS</p> <p>4015 BROADWAY, SUITE 200 CHANDLER, AZ 85226 PH: 480-948-1234 FAX: 480-948-1235</p>	<p>DIRECTV</p>	<p>MURPHY</p> <p>11110 W. INDUSTRIAL SUITE 100 PHOENIX, AZ 85042 PH: 602-998-1000 FAX: 602-998-1000</p>	<p>DIRECTV SUPER BOWL PROGRAM 2015</p> <p>PENDERGAST FARM W. BETHANY HOME ROAD & 95TH AVE GLENDALE, AZ 85305</p>	<table border="1" style="width: 100%;"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>11/11/04</td> <td>ISSUED FOR PERMITTING</td> </tr> <tr> <td>2</td> <td>11/11/04</td> <td>REVISION: REVISION 1</td> </tr> <tr> <td>3</td> <td>11/11/04</td> <td>REVISION: REVISION 2</td> </tr> <tr> <td>4</td> <td>11/11/04</td> <td>REVISION: REVISION 3</td> </tr> <tr> <td>5</td> <td>11/11/04</td> <td>REVISION: REVISION 4</td> </tr> <tr> <td>6</td> <td>11/11/04</td> <td>REVISION: REVISION 5</td> </tr> <tr> <td>7</td> <td>11/11/04</td> <td>REVISION: REVISION 6</td> </tr> <tr> <td>8</td> <td>11/11/04</td> <td>REVISION: REVISION 7</td> </tr> <tr> <td>9</td> <td>11/11/04</td> <td>REVISION: REVISION 8</td> </tr> <tr> <td>10</td> <td>11/11/04</td> <td>REVISION: REVISION 9</td> </tr> <tr> <td>11</td> <td>11/11/04</td> <td>REVISION: REVISION 10</td> </tr> <tr> <td>12</td> <td>11/11/04</td> <td>REVISION: REVISION 11</td> </tr> 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SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Joseph S. Eriquer Sr declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] CEO/President 10/11/14 602-499-5055
Signature Title Position Date Phone #

The foregoing instrument was acknowledged before me this 11th Day of NOVEMBER 2014
State AZ County of MARICOPA



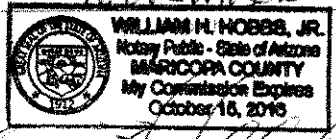
My Commission Expires on: OCTOBER 15, 16 Date
[Signature] Signature of Notary Public

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

I, Joseph S. Eriquer 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] CEO/President 10/11/14 602-499-5055
Signature Title Position Date Phone #

The foregoing instrument was acknowledged before me this 11 Day of NOVEMBER 2014
State AZ County of MARICOPA



My Commission Expires on: OCTOBER 15, 16 Date
[Signature] Signature of Notary Public

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/web/documents/homepage.aspx.aspx_event.html.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (title)

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

FOR DEPARTMENT OF LIQUOR, LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-4

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 01-15-15

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: **Heart for the City**

Business Address: **P.O.Box 2, Glendale, AZ 85311 (Event at Pendergast Farm S/E corner of 95th Ave and Bethany Home Road)**

Applicant/s Information

Name: **Eriquez, Joe**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning:	Other Suites: 1/15/2014	New ownership call history beginning:
Liquor Related		2	
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents		6	
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*		19	
Total calls for service	N/A	27	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

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:

N/A

Location History:

No significant Calls for Service history at this location.

Calls for Service are for the immediate area of the event (9500 W. Bethany Home RD.) because the event is being held on undeveloped farm land that has no exact 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>1-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>AL Marc Lowery</u>	<u>1-15-15</u>



Legislation Description

File #: 15-047, **Version:** 1

APPROVE LIQUOR LICENSE NO. 3-0864 WAL-MART SUPERCENTER #3465

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of Sampling Privileges to an active series 9 (Liquor Store) license for Wal-Mart Supercenter #3465 located at 5010 North 95th Avenue. The Arizona Department of Liquor Licenses and Control application (No.09070711 S) was submitted by Clare Hollie Abel.

Background Summary

The location of the establishment is in the Yucca District and is over 300 feet from any church or school. The property is zoned CSC (Community Shopping Center). The population density within a one-mile radius is 7,223. Approval of this application will add sampling privileges to Wal-Mart Supercenter's existing series 9 (Liquor Store) license and will not increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	1
10	Liquor Store - Beer and Wine	2
12	Restaurant	<u>1</u>
	Total	5

Sampling privileges are subject to the following rules which are regulated by the Arizona Department of Liquor Licenses and Control pursuant to A.R.S. §4-206.01(J):

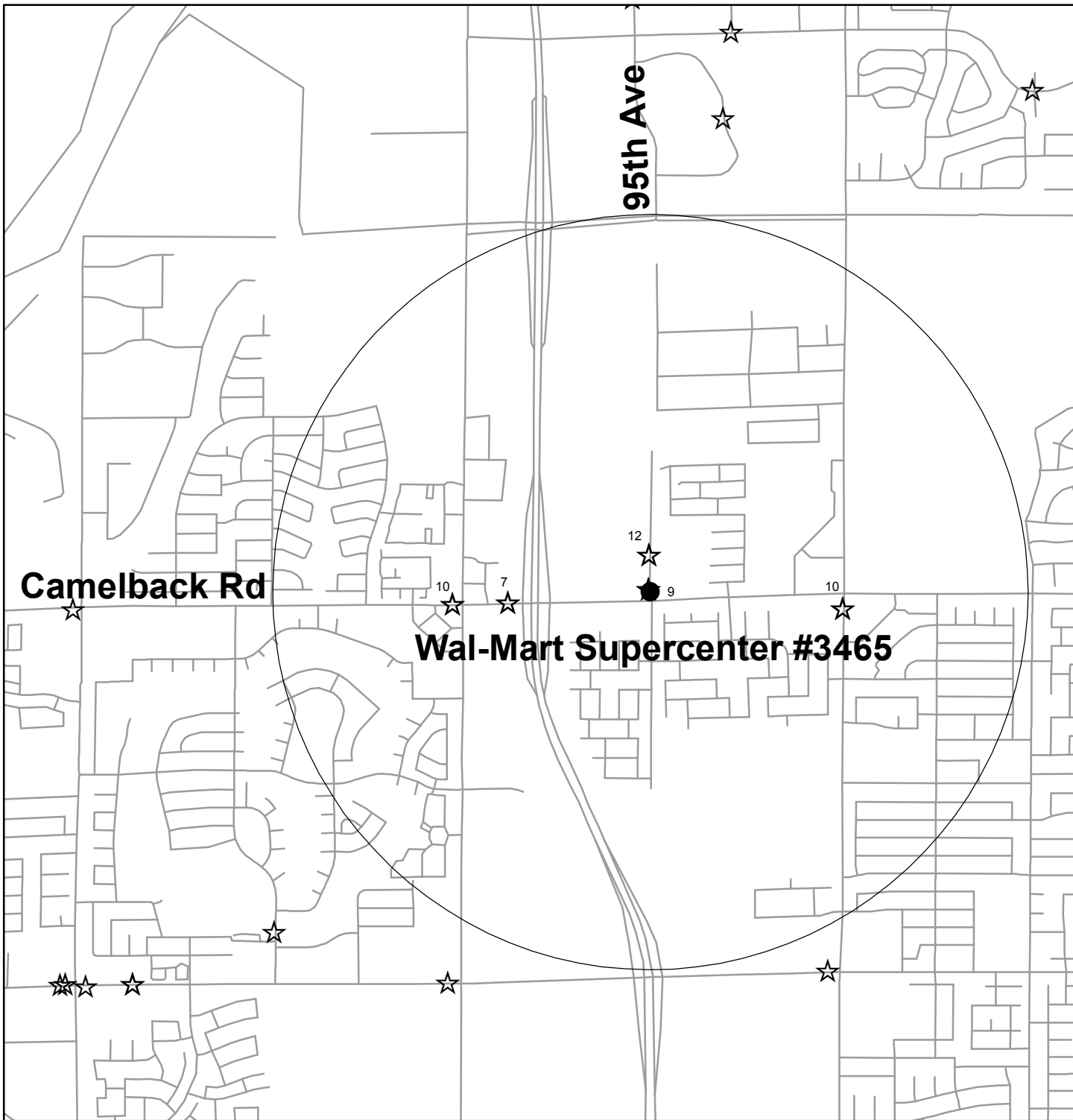
1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per day.

8. The sampling shall be conducted only on the licensed premise.

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, December 8 thru December 28, 2014.



BUSINESS NAME: Wal-Mart Supercenter #3465

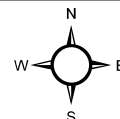
LOCATION: 5010 N. 95th Avenue

ZONING: CSC

APPLICANT: Clare Hollie Abel

APPLICATION NO: 3-0864

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



14-179

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 12-17-14

License Type: **Series 9 - Sampling Privileges**

Definition: Allows a spirituous liquor store retailer to provide samples of spirituous liquors to customers, only under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee, in the original unbroken package, to be consumed on the premises.

Application Type: **Sampling Privileges**

Definition: Add "Sampling Privileges" to an existing Series 9 - Liquor Store (All spirituous liquor) license.

Business Name: **Wal-Mart Supercenter #3465**

Business Address: **5010 N. 95th Ave**

Applicant/s Information

Name: **Abel, Clare Hollie**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/17/2013	Other Suites	New ownership call history beginning:
Liquor Related	4		
Vice Related			
Drug Related	8		
Fights / Assaults	7		
Robberies			
Burglary / Theft	289		
911 calls	3		
Trespassing	8		
Accidents	12		
Fraud / Forgery	17		
Threats			
Criminal damage	3		
Other non-criminal*	162		
Other criminal	7		
Total calls for service	520	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

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:

Clare Abel (Agent)
Wal-Mart Stores Inc. (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.

	Date
Investigating Officer – M. Ervin	_____
CID Lieutenant or Commander	_____
Deputy City Attorney	_____
Chief of Police or designee	<u>AC Archuleta</u> <u>12-18-14</u>



Legislation Description

File #: 15-048, **Version:** 1

APPROVE LIQUOR LICENSE NO. 3-0847 WAL-MART SUPERCENTER #3241

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of Sampling Privileges to an active series 9 (Liquor Store) license for Wal-Mart Supercenter #3241 located at 18551 North 83rd Avenue. The Arizona Department of Liquor Licenses and Control application (No.09070502 S) was submitted by Clare Hollie Abel.

Background Summary

The location of the establishment is in the Cholla District and is over 300 feet from any church or school. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 12,620. Approval of this application will add sampling privileges to Wal-Mart Supercenter's existing series 9 (Liquor Store) license and will not increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
03	Microbrewery	1
06	Bar - All Liquor	1
09	Liquor Store - All Liquor	6
10	Liquor Store - Beer and Wine	1
12	Restaurant	<u>14</u>
	Total	23

Sampling privileges are subject to the following rules which are regulated by the Arizona Department of Liquor Licenses and Control pursuant to A.R.S. §4-206.01(J):

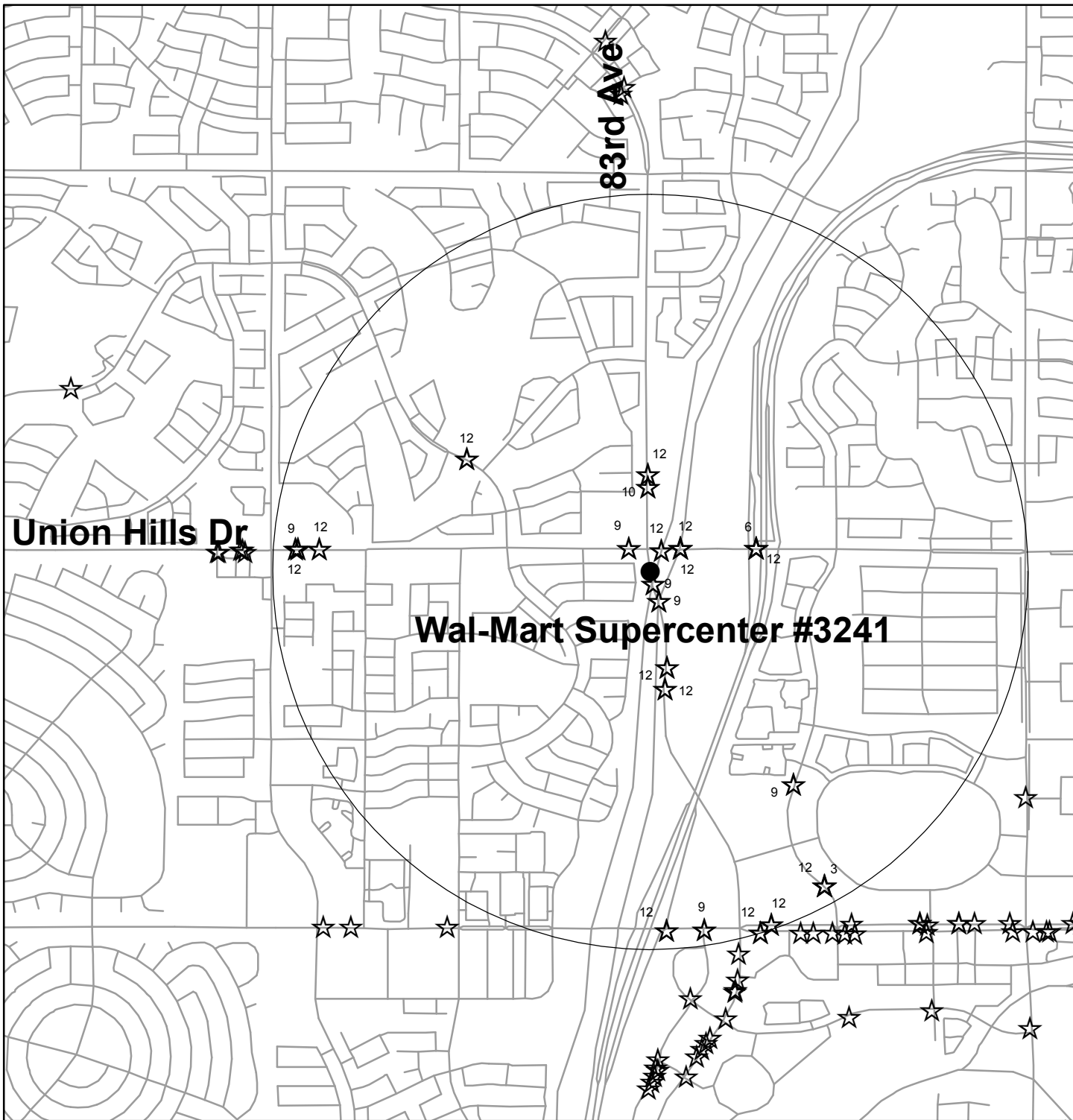
1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one and one-half ounces of wine and one ounce of distilled spirits per person, per brand, per day.

8. The sampling shall be conducted only on the licensed premise.

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, December 8 thru December 28, 2014.



BUSINESS NAME: Wal-Mart Supercenter #3241

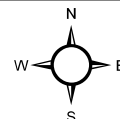
LOCATION: 18551 N. 83rd Avenue

ZONING: PAD

APPLICANT: Clare Hollie Abel

APPLICATION NO: 3-0847

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



14-187

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 12-17-14

License Type: **Series 9 - Sampling Privileges**

Definition: Allows a spirituous liquor store retailer to provide samples of spirituous liquors to customers, only under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee, in the original unbroken package, to be consumed on the premises.

Application Type: **Sampling Privileges**

Definition: Add "Sampling Privileges" to an existing Series 9 - Liquor Store (All spirituous liquor) license.

Business Name: **Wal-Mart Supercenter #3241**

Business Address: **18551 N. 83rd Ave**

Applicant/s Information

Name: **Abel, Clare Hollie**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/17/2013	Other Suites	New ownership call history beginning:
Liquor Related	1		
Vice Related			
Drug Related			
Fights / Assaults	3		
Robberies	4		
Burglary / Theft	108		
911 calls			
Trespassing	12		
Accidents	11		
Fraud / Forgery	6		
Threats	1		
Criminal damage	9		
Other non-criminal*	144		
Other criminal	7		
Total calls for service	306	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

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:

Clare Abel (Agent)
Wal-Mart Stores Inc. (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.

		Date
Investigating Officer – M. Ervin	_____	_____
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<i>AC Patrick Lavery</i>	<i>12-18-14</i>



Legislation Description

File #: 15-053, **Version:** 1

AUTHORIZATION TO APPROVE THE PURCHASE OF ANNUAL MAINTENANCE SUPPORT FROM TCS AMERICA, INC. FOR THE TAX MANTRA SYSTEM

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to approve the purchase of annual maintenance support from TCS America, Inc. for the Tax Mantra System for one year under contract number C-7108 for an amount not to exceed \$157,788, and to authorize the City Manager to execute any documents necessary to implement the maintenance contract for the period of February 9, 2015 through February 8, 2016.

Background

On August 11, 2009, City Council awarded contract number C-7108 to TCS America, Inc., for the city's sales tax and licensing system software. The City uses the sales tax and licensing software to manage taxpayer information, process tax returns and business license renewals, monitor outstanding receivables and delinquencies, and identify potential audit cases. Annual maintenance provides technical support, software updates and fixes, and upgrade rights. The contract allows for the continuation of maintenance annually upon mutual agreement by both parties.

Under the current contract with TCS America, Inc., the cost for one year of maintenance is \$157,788 and covers the period of February 9, 2015 through February 8, 2016. Staff contacts TCS America, Inc. on a weekly basis for assistance with system updates, fixes, and changes.

Analysis

TCS America, Inc. is the creator of the Tax Mantra software and currently provides the much needed maintenance and support. It is common in the software industry for the software maintenance to be provided only by the creator of the system because the software is proprietary and firms typically do not license other companies to provide support services. This software maintenance and support is necessary to continue to use the Tax Mantra system for the next year.

Previous Related Council Action

On February 28, 2014 and February 12, 2013, City Council approved the annual maintenance support contract and expenditures for the Tax Mantra system.

On August 11, 2009, City Council awarded contract number C-7108 to TCS America, Inc. for the Tax Mantra sales tax and licensing system software.

Community Benefit/Public Involvement

The Tax Mantra system captures taxpayer account information, tracks tax return filings and payments, delinquencies, licensing, and business information.

Budget and Financial Impacts

The annual maintenance support cost is funded in the Technology Replacement Fund.

Cost	Fund-Department-Account
\$157,788	1140-11530-522700, Technology Replacement Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**CITY CLERK
ORIGINAL**

**TAX MANTRA MASTER SERVICES
AGREEMENT**

BETWEEN

TATA AMERICA INTERNATIONAL CORPORATION

**OPERATING AS TCS AMERICA
[Collectively, "Company"]**

AND

**CITY OF GLENDALE, ARIZONA
["City"]**

EFFECTIVE AS OF

November 11th, 2009



TAX MANTRA MASTER SERVICES AGREEMENT

THIS TAX MANTRA MASTER SERVICES AGREEMENT (“Agreement”) is entered into and effective as of November ____, 2009 (“**Effective Date**”) by and between the City of Glendale, Arizona, an Arizona municipal corporation (“**City**”), and Tata America International Corporation, operating as TCS America, a New York corporation, with its offices located at 101 Park Avenue, New York, New York 10178, representing itself and its corporate parent Tata Consultancy Services Limited, a company registered under the laws of the Republic of India, having its principal offices at Air India Building, 11th Floor, Nariman Point, Mumbai 400 021, India (“**Company**”). City and Company are individually referred to as a (“**Party**”) and collectively as (“**Parties**”) throughout this Agreement, and the words Party and Parties shall be construed accordingly.

I. RECITALS

WHEREAS, in May 2009, City issued Request for Proposal (“RFP”) No. 09-15-Revised for a Tax and License Information System (TALIS) to replace its existing Tax License Revenue (TLR) System; and

WHEREAS, on June 4, 2009, Company submitted its proposal (“Proposal”) to the City for the TALIS project as described in RFP No. 09-15-Revised; and

WHEREAS, with approval of its City Council, City has selected Company to provide City with the TCS TAX MANTRA Software solution to replace City’s tax and license information system; and

WHEREAS, Company and City are Parties to the certain TAX MANTRA Software License Agreement (“License Agreement”) dated the Effective Date of this Agreement, pursuant to which Company has granted license to City for Company’s Licensed Software and other Licensed Material on the terms and conditions set forth in the License Agreement; and

WHEREAS, City desires to obtain from Company, and Company is willing to provide to City, professional services for all customization, development, implementation, training, maintenance and support services relating to City’s implementation of Licensed Software and other licensed material upon the terms and conditions set forth in this Agreement and the other Contract Documents.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

A handwritten signature in blue ink is written over a circular stamp. The stamp contains the text "TCS" at the top, "Mumbai" on the right, "Legal Dept" at the bottom, and "TCS" on the left. The signature is a stylized "W" or similar character.

II. AGREEMENT

1. DEFINITIONS.

1.1 Capitalized terms used in this Agreement which are not specifically defined in this Agreement but defined in the License shall have the meaning given in the License. In addition, the following capitalized terms shall have the meaning set forth below for all purposes of this Agreement:

(a) **“Acceptance”** shall mean, with respect to any Company Deliverables, the acceptance of such Company Deliverables by City as being in compliance with the applicable Acceptance Criteria as determined in accordance with the Acceptance Tests and in accordance with Article 3.

(b) **“Acceptance Criteria”** shall mean, as applicable, the acceptance criteria mutually agreed to between the Company and City in the Statement of Work applicable to the Company Deliverables to which such criteria relate.

(c) **“Acceptance Tests”** shall mean the procedure for determining Acceptance of applicable Company Deliverables as set out in Article 3 of the Agreement and the applicable Statement of Work.

(d) **“Agreement”** shall mean this Agreement including all Schedules attached hereto, all Statements of Work and attachments and exhibits to such Statements of Work. Agreement will also include Contract Documents as and to the extent they are relevant to the Statement of Work.

(e) **“Contract Documents”** shall mean the Parties’ TAX MANTRA Software License Agreement, Company’s Proposal for Tax and License Information System dated June 4, 2009, and City’s RFP No. 09-15-Revised.

(f) **“Documentation”** shall mean the User Manual, Installation Manual, Training Manual and any additional documentation that is described in the Initial Statement of Work or otherwise agreed and identified in any Statement of Work (“SOW”) executed pursuant to this Agreement.

(g) **“Initial Statement of Work”** shall mean the Statement of Work attached in Schedule A hereto, for the Services to be provided by Company in connection with delivery, installation, implementation, customization and testing of Company’s Licensed



Software as customized in accordance with the Specifications and requirements set forth in the Contract Documents.

(h) **“Maintenance Fees”** shall mean the costs associated with the levels of support specified in Appendix E – Project Cost of the Initial Statement of Work and the Support Plan for Annual Maintenance Contract for City of Glendale (Schedule B).

(i) **“Maintenance Period”** shall mean the annual period during which Company is required to provide the Maintenance Services to City under this Agreement.

(j) **“Maintenance Services”** shall mean the maintenance and support services described in the Support Plan for Annual Maintenance Contract for the City of Glendale attached in Schedule B hereto.

(k) **“Project”** shall mean a project for the performance of Services and delivery of Company Deliverables as described in an applicable Statement of Work under this Agreement (including any schedule, exhibit or appendices to the Statement of Work, whether now existing or subsequently executed by the Parties), and shall include those Statement of Work for Services relating to enhancement, implementation, maintenance, and production support of the Licensed Material.

(l) **“Services”** shall mean professional services of the Company relating to enhancements, customization, implementation, testing support, or production support of Licensed Material, as more particularly described in each relevant Statement of Work. Services also includes Maintenance Services when the context so requires.

(m) **“Services Fee”** shall mean: (i) the fixed amount of fees set forth in a Statement of Work, where Services under such SOW are agreed by the Parties to be performed by Company on a fixed fee basis; and (ii) the amount of fees determined in accordance with the rates set forth in the applicable Statement of Work in all other cases.

(n) **“Specifications”** shall mean: (i) with respect to the Company Deliverables under the Initial Statement of Work, the functional and technical requirements identified in the Initial Statement of Work and Contract Documents; and (ii) with respect to any other Company Deliverables, the requirements identified in the applicable Statement of Work and Contract Documents; in each case as such requirements may be modified by mutual agreement of the Parties in accordance with the Change Control Procedure set forth in Section 2.2.



(o) “**Statement of Work**” or “**SOW**” means a work order or other similar document executed by the Parties pursuant to the terms of this Agreement.

(p) “**Warranty Period**” means: (i) with respect to Software Deliverables under the Initial Statement of Work, the period of one (1) year commencing on the date of final Acceptance; and (ii) with respect to any other Company Deliverable, the warranty period, if any, identified and agreed for such Company Deliverable under the applicable Statement of Work.

1.2 Interpretations.

(a) Where any payment falls due for payment on a non-Business Day, then payment shall be made by the paying Party on the next succeeding Business Day.

(b) Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi-government or local).

(c) The singular includes the plural and vice versa.

(d) A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, notated, supplemented or replaced from time to time providing they are amended, notated, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

(e) A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

(f) Reference to a Party includes that Party’s employees, agents or consultants.

(g) The term “or” shall include the conjugate form so that where appropriate, the use of the term “or” should be interpreted as “and/or.”

1.3 Recitals and Priority of Contract Documents. The Recitals set forth above, the Initial Statement of Work and attachments and exhibits thereto, the Support Plan for Annual



Maintenance Contract for City of Glendale, Company's Proposal for Tax and License Information Systems (dated June 4, 2009) and City's RFP No. 09-15-Revised are fully incorporated into this Agreement by this reference. In the event of any conflict among the Contract Documents, the documents comprising the Contract Documents will control in the following order:

(a) This Agreement and its schedules, exhibits and appendices, except that the provisions of the TAX MANTRA Software License Agreement shall prevail with respect to any matters relating to scope of license, ownership of Intellectual Property and Intellectual Property Rights, confidentiality obligations, limitation of liability and indemnification obligations.

(b) The Initial Statement of Work and all attachments and exhibits thereto.

(c) The Support Plan for Annual Maintenance Contract for City of Glendale and all attachments and exhibits thereto.

(d) TAX MANTRA Software License Agreement (other than as stated in 1.3.1).

(e) Company's Proposal (dated June 4, 2009) for Tax and License Information System.

(f) City's RFP No. 09-15-Revised.

1.3.7 The failure of this Agreement to include any reference to any matter contained in any other Contract Document shall not be deemed a conflict.

2. SERVICES.

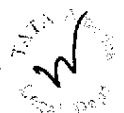
2.1 Services Generally. Company and City agree that any Services related to the implementation as well as any additional services related to the Licensed Material as more particularly described in each relevant Statement of Work, will be provided by Company in accordance with the provisions set forth in this Article 2.

2.2 Change Control Procedure. The baseline for determining the applicability of the Change Control Procedure with respect to a Statement of Work shall be the scope and description of Services, Company Deliverables and Specifications (if applicable) as described in such Statement of Work. If City or Company makes any proposal for any change, alteration or



modification (a “**Change Request**”) of the agreed Specifications or scope of Services and Company Deliverables in a Statement of Work, as soon as practicable after Company’s receipt of a Change Request from City, or if Company on its own desires to propose a Change Request, Company shall prepare and submit to City a written change order proposal. Such change order proposal shall include terms and conditions proposed by Company in order to implement the Change Request as soon as reasonably practicable. Such terms and conditions shall include, without limitation, a description of the requested change (the “**Change**”) and an estimate of: (i) additional fees and Expenses payable by City to Company as a result of the implementation of the Change Request; and (ii) any expected impact, if any, the Change Request shall have on the Project schedule. On City’s written approval of the change order proposal, the approved change order proposal (“**Change Order**”) shall become effective, and Company shall take such steps as are necessary to implement the Change Order. No Change to this Agreement or a Statement of Work shall be binding on the Parties unless the Change is embodied in a written Change Order. Each of City and Company, acting reasonably, shall negotiate the terms and conditions of any Change Request with a view to reaching agreement on such terms and conditions and executing and delivering a Change Order as soon as practicable. Parties agree to use the change request form set forth in Appendix F to Schedule A hereto, for the Change Control Procedure described in this Section 2.2.

2.3 Executive Contact and Escalation Working Group. The City and Company shall each appoint an “Executive Contact” who shall be the person responsible for addressing relationship issues between the Parties and shall participate in the dispute resolution procedures described in Article 10. Each Executive Contact shall possess or be able to obtain the requisite corporate power and authority to negotiate, subject to the approval of the City Council or City Manager when required by law (e.g. contract amendment, disbursement of funds in excess of that previously authorized) and implement on behalf of the applicable Party, a settlement of any dispute between the Parties hereunder that is brought to its attention to resolve. The initial Executive Contact for City shall be Horatio Skeete, and the initial Executive Contact for Company shall be Ravi Nandivada, US Government Delivery Executive TCS. City and Company shall each have the right from time to time, and upon prior written notice to the other Party, to change their respective Executive Contact by written notice provided to the other Party. Representatives of the Parties filling the position of Executive Contact during the relevant period shall automatically become members of the Escalation Working Group. The Escalation Working Group shall consist of equal number of representatives from Company and City consisting of: (i) the Executive Contacts of the Parties; (ii) Susan Matousek, Diane Goke, and Diana Bundschuh of City; and (iii) Bob Carberry, Rohit Srivastava, and Atul Srivastava of Company. Each of



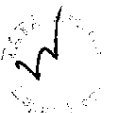
Company and City shall have the right from time to time upon a reasonable prior written notice to the other Party, to appoint a successor to its then current member(s) of the Escalation Working Group, provided that the replacement is of equal or higher rank. The Escalation Working Group will meet only as necessary to resolve disputes between both parties when such disputes cannot be mutually resolved between the Executive Contacts. Decisions shall be made by majority vote; provided, however, that such vote shall not be effective unless: (i) an equal number of voting committee members from each side are present in person or are participating by telephone or videoconference; or (ii) votes in favor or against constitute a majority of the votes of the total voting members of both Parties. Notwithstanding the foregoing, no decision of the Escalation Working Group will be effective to amend this Agreement unless embodied in a written amendment executed by the Parties in accordance with Section 12.5, or to effect any change that would be required to be embodied in a Change Request and Change Order under Section 2.2.

2.4 Project and Relationship Management.

(a) The Project Manager will be Company's principal representative in connection with the performance and management of the Services and delivery of the Company Deliverables under the relevant SOW. The Project Manager is authorized to act for and bind Company in all matters pertaining to the Services and Company Deliverables, except for amendments to this Agreement or the applicable Statement of Work, which must be signed by an authorized signatory of Company. Company will not change the Project Manager without City's prior written consent, such consent not to be unreasonably withheld, unless the Project Manager becomes unavailable due to death, disability, illness, termination of employment or other cause beyond Company's control.

(b) City, by prior written notice to Company, shall appoint a person as the Project Director in connection with the Initial Statement of Work and subsequent Statement(s) of Work. The Project Director is authorized to act for and bind City in all matters pertaining to this Agreement, except for amendments, which must be signed by an authorized signatory of City. City, by prior written notice to Company, may revoke any appointment made under this subsection 2.4(b) and appoint another person as the Project Director.

(c) The Project Manager and Project Director will organize and hold weekly meetings of the Project teams to review the progress of the Services, Company Deliverables and City Deliverables against the Project timeline, to discuss issues and challenges, and for such other purposes as the Project Manager and Project Director may



determine.

(d) The Company and City will each appoint a Relationship Manager who will be their respective primary contacts in managing the ongoing relationship under this Agreement. Each Party's Relationship Manager is authorized to act for and bind that Party in all matters pertaining to this Agreement, except for amendments, which must be signed by an authorized signatory of that Party. Company will not change its Relationship Manager without City's prior written consent, such consent not to be unreasonably withheld, unless the Party's Relationship Manager becomes unavailable due to death, disability, illness, termination of employment or other cause beyond the Party's control. City may change its Relationship Manager and will provide Company notice of the change.

2.5 Reports. Company will require its Project Manager to submit written reports on the progress of the Project (including with respect to the progress of the Company Deliverables and the identification of problems) to the Project Director on a weekly basis and other reports on such other matters as are determined by the Project Manager and Project Director at a mutually agreed-upon frequency. Company shall provide any additional reports that may be reasonably requested by City from time to time. The format and details to be included in such reports will be as specified by the Project Director, acting reasonably.

2.6 Company Facilities; Security Procedures.

(a) Company shall perform the Services from Company's facilities in India specified below ("**Offshore Locations**") except for those Services that it will perform onsite at City's locations as described in this Agreement. Company will not perform Services from any other location without first obtaining the written consent of City. Company is responsible for providing all required office space, equipment, and other facilities, reasonably necessary to perform the Services to be performed at Offshore Locations. City will be responsible to provide access to City technical environment relevant to the performance of the Services, such as documentation, data, information and computer programs, all access being restricted to the extent relevant to the Services to be performed by Company.

(b) Company will perform the Offshore Services at the following Offshore Location and reserves the right to change the Location upon prior written notice to the City:



TATA Consultancy Services Limited,
154 B, Block A,
Sector 63, Phase III,
Noida - 201301, UP
India

2.7 Use of City Facilities. With respect to those Services that Company proposes to perform onsite, Company shall perform such Services at City's facilities, 5850 W. Glendale Avenue, Glendale, AZ 85301, and such other City facilities that are specified by City and mutually agreed-to by the Parties ("**Onsite Services**"). With respect to Onsite Services, City shall be responsible to provide, at no cost to Company, an appropriate work environment including without limitation, office space, equipment, computer resources, facilities and communication facilities (phone, fax, internet access etc.) reasonably required for Company personnel to perform the onsite activity at City facilities. The foregoing shall be provided by City as reasonably necessary for the performance of the Services. City shall provide access to its premises and systems, during its normal business hours, as reasonably necessary for the Onsite Services being provided by Company. Company shall use City's facilities and resources solely for the purpose of performing Onsite Services for City. Company shall ensure that all Company Personnel comply with all of City's work environment regulations and security requirements.

2.8 Communication Link (FTP Access).

(a) City shall provide at its cost a communication link involving File Transfer Protocol ("**FTP**") access (including associated software and equipment) between City's designated location(s) and Company's Offshore Location for use by City, Company's onsite Personnel and Company's offshore Personnel solely in connection with the Services under this Agreement.

(b) Company will be responsible for complying with City's security standards provided to Company by City with respect to access to City's network, computer systems and data, and will implement adequate security measures to prevent unauthorized use or access to City's network, computer systems or data by Company's Personnel.

(c) Company will be required to notify City of the security measures taken to prevent unauthorized use or access to City's network, computer systems or data.

2.9 Company Personnel.

(a) The individuals assigned by Company to perform the Services



("Personnel") shall have appropriate technical and professional skills to enable them to perform their duties in a professional manner, consistent with generally accepted industry standards. The Personnel shall perform their assignments under the direction of the Company. Upon a request, the City may seek removal of any of the Personnel engaged for Onsite Services from performing the Services if any such personnel is found to have indulged in unacceptable conduct, and Company if satisfied with the reasons assigned to such request, shall make reasonable efforts to replace such individual within a reasonable time, with a person having appropriate technical and professional skills required to perform the Services.

(b) While at City's facilities, all Personnel assigned by Company to perform the Onsite Services shall strictly abide by all applicable rules, regulations, and policies concerning such matters as health, security, safety, conduct and workplace rules and requirements provided that Company is informed of such rules, regulations and policies.

(c) Security Measures. The parties acknowledge that security measures required in this Section are necessary in order to preserve and protect the public health, safety and welfare. In addition to the specific measures set forth below, Company shall take such other measures as it deems reasonable and necessary to further preserve and protect the public health, safety and welfare.

(d) Security Inquiries. Company acknowledges that all of the Personnel that it provides pursuant to this Agreement shall, at the request of the City, be subject to background and security checks and screening at City's cost ("Security Inquiries"). Company shall perform all such security inquiries and shall make the results available to the City for all Personnel considered for performing work (including supervision and oversight) under this Agreement. The City may make further security inquiries at their own cost. The Company agrees not to engage Personnel that do not successfully pass through the Security Inquiries, to render any Services to the City.

2.10 Third Party Components.

(a) The applicable Statement of Work (as the same may be amended during the term of such Statement of Work by mutual agreement of the Parties) shall specify any third party products or materials to be incorporated into any Company Deliverables ("Third Party Components"). Procurement, setting up and maintenance of Target Environment shall be the responsibility solely of the City. Notwithstanding the



foregoing, in the event that Company cannot at the time of the execution of the applicable Statement of Work determine whether any Third Party Component is required to be incorporated into a Company Deliverables, Company shall, as early as possible, but prior to the incorporation of any such Third Party Component into a Company Deliverable or other work product, notify City and obtain City's written approval for incorporation of such Third Party Component.

(b) Unless otherwise agreed in the Agreement or a Statement of Work, any and all consents and licenses required for use or incorporation of any Third Party Components shall be procured and provided by City with reasonable assistance from Company, at City's cost and expense.

2.11 City Personnel Availability. City will use reasonable efforts to ensure that appropriate City personnel are available as required to facilitate or enable Company's performance under this Agreement and applicable Statement of Work.

2.12 Delay Caused by City. Company shall not be responsible for any failure to meet the timetable and deadlines set out in the Statement of Work caused by anything done or failed to be done by City, and all dates by which Company is required to perform any obligation under the Statement of Work will be deemed to be changed to a subsequent date determined by the Parties, each acting reasonably and taking into account the availability of the required Company resources, and such change (including the additional cost, if any, payable by City as a result of such delay) shall be implemented pursuant to the Change Control Procedure in Section 2.2.

2.13 Maintenance Services.

(a) As long as this Agreement is in effect, Company will provide to City, and City will purchase from Company, Maintenance Services during the initial Maintenance Period commencing on the first day after the Warranty Period under the Initial Statement of Work and ending two (2) years thereafter (Year 1 and 2) and continuing for a further three (3) successive Maintenance Periods (Years 3-5), all as provided in the Support Plan for Annual Maintenance Contract for City of Glendale. Thereafter, City will have the option of purchasing Maintenance Services from Company for additional five (5) year Maintenance Periods in accordance with this Section 2.13.

(b) The fees for Maintenance Services ("**Maintenance Fees**") shall be as set forth in or calculated in accordance with the Support Plan for Annual Maintenance Contract for City of Glendale and the Initial Statement of Work. For each Maintenance



Period after the first five year optional Maintenance Period, such Maintenance may be continued by mutual consent, at a cost to be negotiated, and City may exercise its option to purchase an additional five (5) year Maintenance Services for that Maintenance Period by notice to Company any time prior to the commencement of that Maintenance Period. City and Company have listed in the Statement of Work at Section 12, the agreed to Maintenance Fees for the Initial Term of the Contract (seven (7) years), the first five (5) years optional Maintenance period, and any subsequent five (5) year option periods.

2.14 Additional Services. City may request Company to provide additional services relating to the Licensed Material. If such requests are made prior to final Acceptance of the Company Deliverables under the Initial Statement of Work, Company and City will mutually determine whether such request is a change in scope to be handled in accordance with Section 2.2 or whether such request should be handled as a separate project under a separate Statement of Work under this Agreement. If City makes any request for additional Services after the final Acceptance that are not part of the Services under the Initial Statement of Work or the Maintenance Services, including any City specific Enhancements of the Licensed Material, and unless otherwise agreed by City and Company, Company will provide such additional Services pursuant to a separate Statement of Work at the time and materials rate to be mutually agreed by the Parties.

3. COMPANY DELIVERABLES.

3.1 Delivery, Review and Acceptance of Non-Software Deliverables.

(a) The review and acceptance by City of the Company Deliverables that are not software ("**Non-Software Deliverables**" or "**NSD**") identified in any Statement of Work shall be based upon whether or not they conform to the Specifications, if any, in the applicable Statement of Work ("**NSD Acceptance Criteria**"). Unless a different period is set forth in the applicable Statement of Work, City shall review each Non-Software Deliverable within five (5) Business Days after the delivery of the applicable Non-Software Deliverable ("**NSD Review and Testing Period**"). City will notify Company in writing if City reasonably determines that such Non-Software Deliverable does not conform to the NSD Acceptance Criteria (a "**NSD Non-Conformity**") with reasonable details of such NSD Non-Conformity. Company shall correct the NSD Non-Conformity within fifteen (15) Business Days after Company's receipt of such notification and shall provide City with the corrected Non-Software Deliverable, upon receipt of which the NSD Review and Testing Period will recommence and the foregoing



procedure shall apply to the corrected Non-Software Deliverable.

(b) City shall not be required to accept any Non-Software Deliverable unless Company has corrected all NSD Non-Conformities reported by City during the NSD Review and Testing Period. If City does not notify Company of a NSD Non-Conformity before the end of the initial NSD Review and Testing Period, or at the end of a further NSD Review and Testing Period after redelivery of the corrected Non-Software Deliverable, the Non-Software Deliverable shall be deemed accepted and signed-off. Complete or partial commencement of the processing of its operations by the City using all or part of the Non-Software Deliverable shall be deemed to be immediate acceptance of all the Deliverable.

3.2 Delivery, Review and Acceptance of Software Deliverables. City shall be responsible to set up and make available the computer equipment, software and system that conforms to the Target Environment and to provide all City Deliverables in accordance with the Project plan. Company shall deliver Company Deliverables that are software deliverables as identified in the applicable Statement of Work (“**Software Deliverables**” or “**SD**”) on suitable media and upon request by City shall reasonably assist City to install the Software Deliverables in the Target Environment. City shall be responsible to review and conduct acceptance testing prior to its acceptance of the Software Deliverables in accordance with Section 3.3. Company will provide assistance and support in installation and City’s review and acceptance testing as described in the applicable Acceptance Test Plan or in the Statement of Work.

3.3 Review and Testing of Software Deliverables. City shall provide the applicable test cases and test plan and test data to Company as per the Project plan. Upon completion and delivery of each Software Deliverable (the “**Commencement Date**”), City shall promptly begin its review and, if appropriate, test each Software Deliverable to determine whether it conforms to the Specifications or other mutually agreed acceptance criteria (the “**SD Acceptance Criteria**”). City shall promptly provide written acceptance of the Software Deliverable if City has not found any non-conformity of the Software Deliverable with the SD Acceptance Criteria during the SD Review and Testing Period. If City reasonably determines that the Software Deliverable has not met the SD Acceptance Criteria, City shall notify Company in writing of any such non-conformity (each, a “**SD Non-Conformity**”) within the period of time following the Commencement Date specified in the Project plan or, if no period is specified therein, within the thirty (30) days following the Commencement Date (the “**SD Review and Testing Period**”) along with reasonable details of the SD Non-Conformities.



3.4 Correction of SD Non-Conformities. Company shall promptly remedy each SD Non-Conformity that is reported by City in writing during the SD Review and Testing Period, as soon as possible but no later than the time as is specified in the Project plan or, if not specified therein, no later than thirty (30) days after Company's receipt of City's report identifying the SD Non-Conformity. Upon receipt by City of the corrected Software Deliverable to address the reported SD Non-Conformities, the SD Review and Testing Period will recommence and City shall review and, if appropriate, test the revised Software Deliverable in accordance with the provisions of Section 3.3.

3.5 Acceptance of Software Deliverables. Acceptance of a Software Deliverable shall be considered to have occurred when City provides written notification of acceptance during the SD Review and Testing Period or if City has not notified Company of any SD Non-Conformities during the SD Review and Testing Period. Complete or partial commencement of the processing of its operations by the City using all or part of the Software Deliverable shall be deemed to be immediate acceptance of all the Deliverable.

3.6 Alternate or Amended Acceptance Procedures. The Parties may, in respect of the Company Deliverables to be provided by Company under a Statement of Work, adopt alternate acceptance procedures or amend the acceptance procedures set out in this Article 3 in respect of those Company Deliverables by setting out such alternate acceptance procedures or amendments in the Statement of Work.

4. FEES, EXPENSES, TAXES, INVOICING AND PAYMENT.

4.1 Services Fee. City shall pay Company the Services Fee in accordance with the Fees set forth in the applicable Statement of Work for the Services under such Statement of Work and any Change Order applicable thereto.

4.2 Expenses. With respect to any Personnel assigned to work onsite at a City location, if such Personnel is required to travel outside the City of Glendale limits, City shall pay or reimburse Company for actual travel expenses reasonably incurred by the Personnel in connection with such travel; provided that such travel was approved in advance by the Project Director and expenses conform to City's travel expense guidelines.

4.3 Taxes. City shall be responsible for any sales, use, value added, excise, service or other similar taxes that may be imposed by any applicable taxing jurisdictions upon City or Company based on or measured by the Services or Company Deliverables provided to City hereunder or the Services Fee or License Fee paid hereunder. Company agrees to separately



itemize such taxes on its invoices to City and to remit the tax amounts received from City to the appropriate taxing authority. Company shall be solely responsible for any corporate taxes and income taxes based upon the income or revenue of Company. The City is exempt from Federal Excise Tax and will furnish an Exemption Certificate upon Company's request.

4.4 Invoices and Payment. Company shall submit invoices along with Project Deliverables for the Services Fee in accordance with the payment schedule set forth in the applicable Statement of Work or an applicable Change Order. Payment of invoices shall be made by City to Company within 45 days following receipt of each such invoice and Project Deliverable; provided that City may withhold payment of any amounts that are reasonably disputed by City pending resolution of the dispute. In the event that City reasonably disputes any amount invoiced by Company, City shall notify Company of City's reasons for disputing the amount as soon as possible but within 10 days after receipt of applicable invoice, whereupon City and Company shall promptly seek to resolve the dispute by mutual discussion. Any such dispute shall not relieve City from paying when due any undisputed portion of the invoice. The approval or payment of invoices, including final payment, shall not otherwise operate as a waiver of any rights or remedies of City under this Agreement or the Parties' TAX MANTRA Software License Agreement, including but not limited to any of City's separate warranty rights, or a waiver of any cause of action in favor of City arising out of Company's performance of services.

4.5 Records. Company shall maintain and retain all books, accounts, reports, files and other records and supporting documentation relating to the Services provided to, and any fees and Expenses paid or payable by, City under this Agreement. All such records and documents shall be subject at all reasonable times to inspection and audit by City for five (5) years after final Acceptance or, in the case of Maintenance Services, after termination or expiration of the annual Maintenance period. Company shall make available such records upon request by the City to the City auditors at the Company Location. All such documents and records shall be maintained in English. Upon City's request during the term of the Agreement or upon the termination or after the termination of the Agreement, for so long as the records subject to record retention obligations under this Section 4.5 have not previously been delivered to City, Company will turn over to City all such records and supporting documentation, and upon such delivery, Company shall be relieved of its obligation to retain the records. Company reserves the right to turn over to City at any time after final Acceptance, but upon reasonable prior written notice to City, all such records and supporting documentation that are subject to this Section 4.5 and which have not been previously delivered to City and upon such delivery, Company shall be relieved of its obligation to retain the records. No audit of records and documentation relating to



the calculation of fees and Expenses payable by City under this Agreement shall apply to payments made more than five (5) years prior to the audit. If any such audit reveals a miscalculation of fees or Expenses, City will provide a copy of the auditor's report to Company, and any overpayment or underpayment will promptly be adjusted between Company and City.

5. CERTAIN REPRESENTATIONS, WARRANTIES AND COVENANTS.

5.1 Mutual Representations, Warranties and Covenants. Each Party represents, warrants and covenants to the other that:

(a) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy laws and other similar laws affecting creditors' rights generally and by general principles of equity;

(b) The execution, delivery and performance of this Agreement by it does not and will not conflict with, or constitute a breach or default under, its charter documents or any agreement, contract, commitment or instrument to which it is a party; and

(c) There is no action or proceeding pending or, in so far as it knows or ought to know, threatened in writing against it before any court, administrative agency or other tribunal that: (i) could impact upon its right, power and authority to enter into this Agreement, to grant the rights and licenses granted by it to the other Party hereunder, or to otherwise carry out its obligations hereunder; or (ii) might have a material adverse effect on its business or condition, financial or otherwise, that would materially impact a Party's ability to perform under this Agreement.

5.2 Company's General Warranties and Covenants. Company represents, warrants and covenants to City that the Services performed by Company hereunder shall be of professional quality, consistent with generally accepted industry standards for work of a similar nature.

5.3 Company's Licensed Software Warranties and Covenants.

(a) Company represents, warrants and covenants to City that, except as agreed by the Parties as part of the Specifications, Company shall not intentionally introduce in any Company Deliverable any lock, clock, timer, counter, copy protection feature, replication device, monitoring code or other features that are intended to permit



Company to monitor the activities of the system without City's knowledge and consent, and shall before delivery, screen the Company Deliverables using industry standard virus detection software or tools to detect and prevent any "virus" or "worm," as those terms are commonly used in the computer industry, or other software code that may: (i) disable or erase any Company Deliverable, or any other software, programs, hardware, firmware, or data of City, a Permitted Affiliate, Authorized User or any of customers of City, a Permitted Affiliate; or (ii) prevent City, a Permitted Affiliate, Authorized User from fully using any Company Deliverable as permitted under this Agreement. If Company is in breach of its warranty in this subsection 5.3(a) for reasons solely attributable to the Company, Company shall without additional charge to City, promptly remove the virus, worm or other feature from the infected Company Deliverable or replace the infected Company Deliverable with a copy containing no virus, worm or other feature.

(b) Company represents, warrants and covenants to City that, if properly used in the Target Environment in accordance with the Documentation and the terms and conditions of this Agreement, during the Warranty Period the Licensed Material shall comply with, and achieve the performance and functionality in accordance with, the Specifications and Documentation. City agrees to promptly notify Company in writing immediately upon discovery of any error or non-conformance of the Licensed Material. Company will promptly correct or replace any error or defect in the Licensed Material reported by City during the Warranty Period in accordance with the standards set forth in the applicable Statement of Work, but without any charges to City for such correction or replacement. Any other Services requested by City during the Warranty Period shall be charged to City on a time and material basis in accordance with the rates set forth in the applicable Statement of Work. If defects or non-conformance arise, as determined by a diagnostic analysis, due to City's negligence or improper use of the Licensed Material, Company shall be entitled to charge City for any efforts expended by Company for correction of errors and defects, even if they arise during the Warranty Period.

5.4 City's Warranties and Covenants. City represents, warrants and covenants to Company that:

(a) City is responsible for selecting, operating and using the Licensed Software as delivered by Company and accepted by City and for the results achieved therewith. City shall also be responsible for the installation, use and maintenance of the Target Environment. City shall take reasonable precautions against loss of data due to any error or non-conformity in the operation or working of the Licensed Software



including without limitation, emergency procedures, data protection, regular back-up of data, virus checks, and regular checks of results.

(b) City has the rights and is otherwise authorized to deliver the City Deliverables and City Proprietary Material and to grant the rights and licenses to Company as set forth in this Agreement. City has not received any written notice or claim, and is not otherwise aware, that the City Deliverables and City Proprietary Material and the use thereof by Company in accordance with the terms of this Agreement infringes or misappropriates, or would infringe or misappropriate, the patent, copyright, trademark, trade secret or other Intellectual Property Rights of any third party.

5.5 Warranty Disclaimers.

(a) Except for the express representations and warranties contained in this agreement, neither company nor City makes any representations or warranties to the other, express or implied including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. All other representations and warranties are hereby disclaimed.

(b) Further, Company does not represent or warrant that any of its respective Deliverables provided under this Agreement functions without interruption and without error or that such Deliverable will operate in every combination desired by the City with any data, computer systems and programs of its choice or that the remedying of one program error does not result in the occurrence of other program errors. Company shall be released from its warranty obligations under Sections 5.2 and 5.3 to the extent that any infringement, errors, fault or non-compliance arises due to circumstances for which Company was not responsible, including without limitation: (i) modification of the Licensed Material or Company Deliverables after delivery to City, if such modification was not made or authorized by Company; or (ii) use of the Licensed Material or Company Deliverable contrary to the Documentation provided by Company; or (iii) use of the Licensed Material or Company Deliverables other than in Target Environment or use of the Licensed Material or Company Deliverable in combination with products and systems not contemplated in the applicable Documentation or Specification; or (iv) infringing element or defects contained in any City Deliverable or City Proprietary Material provided to Company in connection with the Services hereunder. Further, Company shall not be considered to be in breach of the warranties to the extent that Company offered to City a correction or Upgrade and City failed to implement such



correction or Upgrade. In such cases, the work put in by the Company in order to determine the cause of the fault and to remedy the fault shall be invoiced in accordance with the Company's current rates of charges. This shall also apply to consequential services or supply of products in relation to such work, including but not limited to the delivery of a corrective code or a corrected version of the defective part of the Licensed Material or for instructions as to how the error can be avoided. The Company shall also be released from its warranty obligations if the City does not complain of a program error promptly or does not put into productive operation a corrective code provided by the Company in fulfillment of its warranty obligations or a correct Update or Version of the pertinent part of Licensed Material which it has supplied.

6. CONFIDENTIALITY.

6.1 Obligations of Confidentiality. Each Party (in such capacity, the "**Receiving Party**") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) of the other Party (in such capacity, the "**Disclosing Party**") provided by the Disclosing Party or otherwise received by the Receiving Party hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any Person or entity other than those directors, officers, employees, agents, subcontractors, Permitted Affiliates, Authorized Users of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights, under this Agreement. City may disclose the Confidential Information of Company to the regulators of City, to the extent City is by law, regulation or self regulation obligated to do so. In addition, the Receiving Party shall: (i) take all reasonable steps to prevent unauthorized access to the Disclosing Party's Confidential Information; (ii) not use the Disclosing Party's Confidential Information, or authorize other Persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing the Receiving Party's obligations or exercising the Receiving Party's rights hereunder; (iii) upon the request of the Disclosing Party and a reasonable opportunity to comply, comply with any legal or regulatory requirements applicable to the Disclosing Party or its vendors regarding security and data protection (and in such cases, the Disclosing Party will reimburse the Receiving Party for the reasonable, actual additional costs, if any, incurred by the Receiving Party in complying with such requirements); and (iv) promptly advise the Disclosing Party in the event it learns or suspects that any of the Disclosing Party's Confidential Information in the Receiving Party's possession has been revealed or improperly acquired by any third party, and shall assist the Disclosing Party in its efforts to retrieve the material and mitigate the effects of the exposure or



loss. As used herein, “reasonable steps” means steps that a Party takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

6.2 Definition of Confidential Information. As used herein, “**Confidential Information**” shall mean without limitation all business strategies, plans and procedures, proprietary information, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its clients or suppliers, or other persons or entities with whom they do business that may be obtained by the Receiving Party from any source. Confidential Information of Company includes Licensed Material, and all information relating to Licensed Material. Confidential Information of City includes taxpayer information, non-public information concerning third parties such as customers or prospective customers of City or any of its Affiliates (including, but not limited to, trade data, and customer information as described in the Gramm Leach Bliley Act (15 USC 6801(b)) Regulation S-P and in the federal “Interagency Guidelines Establishing Standards for Safeguarding Customer Information” adopted pursuant thereto (66 Fed Reg. 8615 {Feb. 1, 2001}), as now or hereinafter in effect.

6.3 Exclusions. The provisions of this Article 6 respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information: (i) is already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party; (ii) is subsequently learned by the Receiving Party from an independent third party free of any restriction and without breach of this Agreement; (iii) is or becomes publicly available through no wrongful act or omission of the Receiving Party; or (iv) is independently developed by or for the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party. Further, Receiving Party shall not be in breach for disclosure to the extent required pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange or self regulatory agencies (provided, however, that to the extent practicable and lawfully permitted, the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit or assist the Receiving Party in crafting such disclosure). Notwithstanding the above, Company acknowledges that Confidential Information provided to City may be subject to disclosure by Arizona laws related to open public records. Consequently, Company understands that disclosure of some or all of the items subject to this Agreement may be required by law. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Company, City agrees to provide Company



with notice of that request, which shall be deemed given when deposited by City for regular delivery to the address of Company specified below for notices. Within ten (10) days of City notice by City, Company will inform City in writing of any objection to the disclosure of the requested information. Failure by Company to object timely shall be deemed to waive any objection and any remedy against City for disclosure. In the event Company objects to disclosure within the time specified, Company agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information, the disclosure of which Company does not object thereto. Furthermore, Company agrees to indemnify and hold harmless City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

6.4 Privacy Compliance. Notwithstanding any other provision of this Agreement, to the extent Nonpublic Personal Information is disclosed to or otherwise obtained by Company in connection with the matters contemplated by this Agreement, Company will keep such Nonpublic Personal Information strictly confidential and strictly limit Company's use thereof to the purposes contemplated by this Agreement. For the purposes of this provision, the term "**Nonpublic Personal Information**" is defined as any non-public personally identifiable information of an individual, including, but not limited to, City's or its Affiliates, or employees, including Authorized Users.

6.5 Receiving Party's Employees and Others. The Receiving Party shall advise its employees, agents, contractors, subcontractors, and Authorized Users of the Receiving Party's obligations of confidentiality and non-use under this Article 6 and Receiving Party shall retain full responsibility for compliance with the requirement of this Article 6 by all persons and entities who are provided access to the Disclosing Party's Confidential Information in accordance with the provisions of this Article 6.

6.6 Return or Destruction of Confidential Information. Upon the Disclosing Party's written request at any time, including following the expiration or termination of this Agreement, the Receiving Party shall promptly cease to use the Confidential Information and return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof, and shall provide the Disclosing Party with a written statement certifying that all such material has been returned or destroyed. Notwithstanding the foregoing sentence, if and to the extent the



license and rights granted to the Receiving Party with respect to any Confidential Information survive the termination of this Agreement, Receiving Party may retain Confidential Information of Disclosing Party and use such information to the extent that such information is reasonably necessary in connection with Receiving Party's exercise of the license and rights as permitted under this Agreement; provided, however, that all such Confidential Information retained by the Receiving Party shall remain subject to the provisions of this Article 6 for so long as it is so retained. For greater clarity, Company and City each acknowledges and agrees that nothing in this Article 6 shall entitle either Party to require the other Party to return, or cease use of, any material (including, in the case of City, the Licensed Material) so long as and only to the extent the license granted to such Party under this Agreement or the License Agreement remains in effect, including by survival after termination of this Agreement or the License Agreement to the extent such survival may be expressly provided thereunder. If requested by the Disclosing Party, the Receiving Party shall certify in writing its compliance with the provisions of this Section 6.6.

6.7 Lawful exercise of license or rights. Notwithstanding anything to the contrary in this Agreement as between the Parties, the title and ownership of Confidential Information shall remain exclusively with the Disclosing Party. Disclosure of Confidential Information of a Party to the other Party shall not be construed as a grant of any license or other rights in or to the Confidential Information except as specifically set forth in this Agreement. Nothing contained in this Article 6 is intended nor shall anything herein be construed as restricting either Party from lawfully exercising the rights and licenses granted to such Party under this Agreement and any such use, copying or disclosure made by a Party in exercise of such Party's license rights and subject to the restrictions applicable to the license shall not be considered as a breach of this Article 6.

6.8 Survival of obligations. The obligations under this Article 6 shall survive the termination of this Agreement.

6.9 Cumulative Remedies. Each Party shall have and may cumulatively exercise all rights at law or in equity for the protection of its Confidential Information, including obtaining an injunction enjoining the breach or threatened breach of this Article 6.

7. OWNERSHIP AND PROPRIETARY RIGHTS.

7.1 Retained Ownership. Each Party retains sole and exclusive right, title and interest in any and all Intellectual Property and Intellectual Property Rights that it owned prior to the Effective Date or which it may conceive, reduce to practice, author or otherwise develop



thereafter, whether independent of the Services to be provided hereunder or pursuant to this Agreement, and nothing herein is intended to transfer or assign any interest therein except for the express licenses granted under this Agreement.

7.2 Licensed Material. City acknowledges and agrees that Company does and will continue to own all Intellectual Property and Intellectual Property Rights in or attached to the Licensed Material and Company Deliverables (excluding any City Proprietary Material or City Deliverables that was provided by City to Company and included by Company as content in any such Company Deliverable), including without limitation, in or attached to any Enhancement and Upgrades and any Derivative Works thereof. Nothing contained herein shall be construed as a transfer or conveyance by Company to City of the ownership, interest or title to the Intellectual Property or Intellectual Property Rights in or attached to the Licensed Material, Company Deliverables or any Derivative Works thereof. Subject to the provisions of this Agreement, City shall have a perpetual, irrevocable, non-exclusive license and rights granted by Company pursuant to Article 2 of the License Agreement.

7.3 City Deliverables and Proprietary Material. The ownership, right, title and interest in any Intellectual Property and Intellectual Property Rights in or attached to any City Deliverables and City Proprietary Material that City provides to Company in connection with the performance of Services or for incorporation in the Licensed Material shall remain with City and its applicable licensors and nothing contained in this Agreement is intended to nor shall be construed to effect any transfer of ownership rights or title of City or its licensors to Company. Except for any specific City Deliverables or specific City Proprietary Material expressly identified in any Statement of Work as an exception to this Section 7.3, to the extent any City Deliverables or City Proprietary Materials are used or incorporated in any Licensed Material or Company Deliverables, City hereby grants to Company a perpetual, non-exclusive, irrevocable, worldwide, fully paid up and royalty free right and license to use, copy, display, sublicense and distribute such City Deliverables and City Proprietary Material as part of Licensed Material and Licensed Software and to create Derivative Works thereof within any future Enhancement of or Upgrade to the Licensed Material or Licensed Software, provided that such right and license shall exclude all Marks of City. If and to the extent any City Deliverables, programs, requirements, concepts, ideas or other material provided by or on behalf of City in connection with the Services to be provided by Company or for incorporation in the Licensed Material is not owned by City, then City shall reasonably identify any such third party material and the applicable third party before they are provided to Company.



7.4 Trademarks. Nothing herein is intended to provide any Party any right to use or exploit any trademark, service mark, business name, trade dress or logo (“**Mark**”) of the other Party, and neither Party shall utilize any such Mark of the other Party without the express written consent of the other Party unless it is obligated to reproduce such Mark under this Agreement.

7.5 Company’s Marketing Rights. Nothing in this Agreement shall prevent Company from transacting similar business either for itself or for any other Person or to offer same or similar products or services to any third parties.

7.6 Residual Knowledge. Nothing in this Agreement is intended to prevent either Party from using the knowledge, skill and general experience gained by it or its employees in the performance of this Agreement to the extent they are retained in the unaided memories of such Party’s personnel. Such personnel’s memory will not be considered to be unaided if such personnel makes reference to refresh his memory to documents containing Confidential Information belonging to the other Party or the Source Code of the other Party. Nothing contained in this Section 7.6 shall be construed as granting separate license to the Intellectual Property or Confidential Information by one Party to the other Party.

8. **INDEMNIFICATION.**

8.1 Infringement Indemnity by Company.

(a) **Intellectual Property Indemnification.** Subject to subsection 8.1(b), Company agrees to defend, at its own expense, and to indemnify and hold harmless, City and its officers, agents, and employees (“City Indemnified Parties”) from and against any third party Claims and Losses suffered or incurred by City as a result of any Claim that the Licensed Material provided within the scope of this Agreement infringes any copyrights, patents, trademarks, trade secrets or other intellectual property rights of third parties, provided that Company is notified promptly in writing of such claim. Company shall have the sole right to control the defense of all such claims, lawsuits, and other proceedings, including the right to settle the same. City may, but does not have to duty to, participate in the defense of any claim or litigation with attorneys of the City’s selection and at the City’s sole cost without relieving the Company of any obligations under this subsection 8.1. In no event shall City settle any such claim, lawsuit or proceeding without Company’s prior express written approval. City shall cooperate with Company in a reasonable way to facilitate the settlement or defense of such claim. If, as a result of any claim of infringement, Company or City is enjoined from using the

Licensed Material provided under this Agreement, or if Company reasonably believes that the Licensed Material is likely to become the subject of a claim of infringement, Company may, at Company's option and expense: (i) procure the right for City to continue to use the Licensed Material; or (ii) replace or modify the Licensed Material so as to make it non-infringing and capable of serving the purpose for which the Licensed Material was provided. If neither of options in the preceding sentence is reasonably possible or effective, the Company shall accept return of the Licensed Material and terminate all rights and licenses granted to the City under this Agreement and refund to the City an amount equal to the unamortized balance of the Services Fee paid by the City under this Agreement, calculated on a straight line basis over a period of nine (9) years commencing on the Effective Date of this Agreement. The provisions in this Section 8.1 state the Company's entire liability and the City's sole remedies with respect to infringement.

(b) The foregoing provisions of this Section will not apply and Company shall have no obligations to the City or City Indemnified Parties under this Section, and in such case the City shall indemnify and hold the Company harmless to the extent that such infringement or unauthorized use arises solely from: (i) the City's modification of Company's Licensed Material; (ii) the failure of the City to use any corrections or modifications made available to City by Company; (iii) information, materials, instructions or specifications provided by the City; or (iv) the use of Company's Licensed Materials other than in the Target Environment in combination with any product not provided by Company, unless Company's Licensed Materials infringes the third party's rights in the absence of such combination. This section states the entire liability of Company with respect to infringement of any third party Intellectual Property Rights by the Licensed Materials or any parts thereof.

(c) Notwithstanding anything to the contrary herein, Company: (i) makes no representation and expressly waives any obligation of indemnification with respect to the use of Licensed Material by any Person other than City and Authorized Users; and (ii) shall assume no liability with respect to any Claims or Losses that may be made against or suffered by City or a City Indemnified Party for the use of Licensed Material if such Claim or Losses arises other than in connection with the permitted use of the Licensed Material.



8.2 City's Infringement Indemnity.

(a) Subject to subsection 8.2(b), City shall defend, indemnify and hold harmless Company and its directors, officers, employees and agents (collectively, "**Company Indemnified Parties**") from and against any Claims and Losses arising from any third party Claim against one or more Company Indemnified Parties in which it is alleged that the Use by Company of any City Material in connection with this Agreement constitutes an infringement of or misappropriation of the Intellectual Property Rights of any third party, provided that City shall have no obligation to Company and in such cases Company shall defend, indemnify and hold the City Indemnified Parties harmless, to the extent such infringement Claim arises as a result of: (i) modification of a City Material by or for Company other than as a result of performance of the Services to be provided under this Agreement and Statement of Work or at the direction of City; (ii) use by Company of the City Material other than in accordance with applicable documentation or instructions provided by City or use of the City Material by Company in combination with products and systems not contemplated in this Agreement, a Statement of Work, the applicable Documentation or Specifications; (iii) Company's failure to implement reasonable corrections, revisions or upgrades provided by City at City's cost; or (iv) use of a City Material outside the scope of the Licensed Material or Services.

(b) Notwithstanding anything to the contrary herein, City makes no representation or warranty, and Company expressly waives any obligation by City of indemnification, with respect to the use of a City Material by any Person other than Company, and shall assume no liability with respect to any Claims or Losses that may be made against or incurred by Company, any Company Indemnified Party or any other Person for the use of such materials beyond the Licensed Material provided to City hereunder or performance of the Services provided to City herein.

8.3 Each Party ("**Indemnifying Party**") shall indemnify, defend, save and hold harmless the other and its officers, officials, agents, and employees (hereinafter referred to as "**Indemnified Party**") from and against any and all third party 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 property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Indemnifying Party or any of its owners, officers, directors, agents, employees or subcontractors in the performance of the services hereunder. This indemnity includes any claim or amount arising out of or recovered



under the Workers' Compensation Law or arising out of the failure of the Indemnifying Party 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 Indemnified Party shall, in all instances except for Claims to the extent arising from the negligent or willful acts or omissions of the Indemnified Party, be indemnified by the Indemnifying Party from and against any and all claims. It is agreed that the Indemnifying Party will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

8.4 Additional Provisions for Indemnification. Each Party seeking indemnification shall provide the other Party with prompt written notice of Claim or Losses for which such Party is seeking or may seek indemnification hereunder (provided that the failure of the Party seeking indemnification to promptly notify the indemnifying Party hereunder shall not relieve the indemnifying Party of any liability with respect to the Claim or Losses, except to the extent the indemnifying Party demonstrates that the defense of the Claim or the avoidance or mitigation of any Losses is prejudiced by such failure). Each indemnifying Party shall: (i) keep the other Party fully informed concerning the status of any litigation, negotiations or settlements of any such Claim; and (ii) allow the other Party, at its own expense, to participate in such litigation, negotiations and settlements with counsel of its own choosing. The indemnified Party shall tender defense of the Claim to the indemnifying Party and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the Claim. Notwithstanding the forgoing, neither Party shall have the right to settle any Claim without the prior written consent of the other Party if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the other Party. The indemnifying Party shall have no obligation to indemnify any amount in settlement agreed by the Indemnified Party unless the indemnifying Party agreed to such settlement.

9. LIMITATION OF LIABILITY.

9.1 Subject to the specific remedies if any set forth in this agreement with respect to any claim concerning performance or non performance of the licensed material pursuant to or in accordance with the terms of this Agreement and the documentation or any claim for breach or default of the company, the City's exclusive remedy shall be the recovery of the direct damages actually suffered by the Party and either Party's total and cumulative liability for direct damages shall not exceed the total fees paid or payable to Company by City under this Agreement.

9.2 General exclusion. Under no circumstances shall either party have any liability to the other for loss of or damage to revenues, profits, or goodwill or other special, indirect,



consequential, exemplary, incidental or punitive damages, whether in contract, tort or any other theories in law or equity, even if such party has been advised of the possibility of such damages.

9.3 Back up date. The City shall be responsible for regularly backing up all data and databases used with the Licensed Material. The City assumes full responsibility for the use of the Licensed Material and any information entered, used and stored thereon, including, without limitation, protection of data from viruses, or any unintended modification, destruction or disclosure, and for the accuracy and integrity of the results. The Company assumes no responsibility for City's negligence or failure to retain back up data at regular intervals or protect data from viruses, or any unintended modification, destruction, or disclosure of any data, software or other information.

9.4 The City acknowledges and agrees that the allocation of risk contained in this Article 9 is reflected in the fees and other charges under this Agreement and is a reasonable allocation of the risk between the Parties.

10. DISPUTE RESOLUTION PROCEDURE.

10.1 Dispute Resolution Process. In the event of any dispute between Company and City, the Parties shall notify their respective Executive Contacts. If the Executive Contacts cannot resolve the dispute within fifteen (15) Business Days after notification thereof, they shall escalate the issue to the Escalation Working Group. If the Escalation Working Group cannot resolve the dispute within fifteen (15) Business Days after notification thereof, the dispute shall be resolved by arbitration or litigation in accordance with this Article 10.2. Company and City agree in the event of any dispute between Company and City, each Party will continue to perform its obligations not related to the dispute under the Agreement during the resolution of such dispute unless and until the Agreement is terminated in accordance with the provisions thereof.

10.2 Dispute Resolution-Arbitration. Except as otherwise provided herein, any dispute or claim arising out of or relating to this Agreement, including its formation and validity, shall be referred to binding arbitration, by either Party if any such dispute is not settled by the Parties in accordance with the dispute resolution process in accordance with Section 10.1 within thirty (30) days of receipt of notice of a claim from the aggrieved Party (or after such extension, if any, agreed in writing by both the Parties). Arbitration will be in accordance with the American Arbitration Association ("AAA") Commercial rules but not administered by AAA and heard independently. The Parties will exercise best efforts to select an arbitrator within five (5)



Business Days of a request for arbitration by either Party. If the Parties have not agreed upon an arbitrator within this period, selection of the arbitrator will be referred to one of the principals of the mediation firm of Scott & Skelly, LLC, Phoenix, Arizona, who will then select the arbitrator. The Parties will equally share the fees and costs incurred in the selection of the Arbitrator.

10.3 Arbitration Procedures. The arbitrator will consider all factual and legal issues. The decision of the arbitrator shall be final and binding on the Parties. Any decision by an arbitrator hereunder may not be appealed to any court or other forum, except to the extent otherwise provided by the applicable law. In the event the AAA rules are inconsistent with the terms herein, the terms of this Agreement shall control. In awarding any damages, the arbitrator shall be bound by Article 9 (Limitation of Liability).

10.4 Other Relief. Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or from bringing and pursuing legal action to specifically enforce the provisions of this Article 10. Notwithstanding anything to the contrary in this Agreement, in the event a third party makes a claim or files a claim in a court of law against a Party (“**Defendant**”) who tenders the claim to the other Party for defense and indemnification under Article 8 of the Agreement, and such request for defense and indemnification is denied, the Defendant may pursue, as applicable, any cross claim or other claims relating to the defense and indemnification of the third party’s claim (including attorneys fees) against the Party who rejected the request for defense and indemnification.

10.5 Arbitrator. The arbitrator selected to hear any claim hereunder shall be neutral and shall be either a lawyer with ten (10) years experience, and not have engaged in any business for or adverse to either Party for at least ten (10) years. The arbitrator shall not be under the control of either Party and shall have no financial interest in the outcome of the arbitration. The arbitrator shall apply applicable law and may not limit, expand or otherwise modify the terms of this Agreement. Either Party may request a hearing, preferably telephonic, but in person hearing if the arbitrator deems the facts and circumstances require personal appearances. Any hearing shall be held within ninety (90) days of the appointment of the arbitrator. However, absent a request for hearing, the arbitrator may decide the claim based on the Parties’ written submissions. Within ten (10) days of appointment of the arbitrator each Party will disclose to the other copies of all documents relevant to the dispute. Further discovery will be as determined by the arbitrator. Each Party will submit at the hearing or as directed by the arbitrator, evidence in support of that Party’s position and the exact award sought. The arbitrator must select the award



sought by one of the Parties as the final judgment and may not independently alter or modify the awards sought by the Parties. The arbitrator has no authority to award punitive damages. Any arbitration award(s) shall be in writing and issued within fifteen (15) dayof of the hearing or as otherwise set by the arbitrator. The prevailing Party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing Party shall pay all of the prevailing Party's costs and expenses, including reasonable attorney's fees.

10.6 Survival. The provisions of this Article shall survive: (i) termination or changes to the Agreement; (ii) the bankruptcy of either Party; and (iii) any transfer, sale or assignment of this Agreement or any amounts owed hereunder. If any portion of this Article 10 is deemed invalid or unenforceable, the remaining provisions shall nevertheless remain in force. Any different agreement regarding the terms of this Article 10 must be agreed to in writing.

11. TERM AND TERMINATION.

11.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue to remain in effect unless and until it is terminated in accordance with the provisions of this Agreement ("**Term**"). The Parties acknowledge TCS will begin to perform the Services described in the Statement of Work subsequent to the execution of both the SOW and this MSA by both Parties.

11.2 Termination for Convenience. The City may terminate this Agreement or a Statement of Work hereunder for convenience upon 180 days prior written notice to Company. If City terminates this Agreement or the Initial Statement of Work prior to the final acceptance of the Company Deliverables under the Initial Statement of Work, all of the licenses and rights granted to City under the License Agreement and hereunder shall automatically terminate and City shall return to Company (or destroy and provide written certification of such destruction) and City, Permitted Affiliates, and Authorized Users otherwise cease using the Licensed Material or any Company Confidential Information or proprietary material in any manner. Company shall be entitled to retain all milestone payments on account of Service Fees paid by City prior to the date of termination and City will pay to Company the difference, if any, between the amount that would be payable by City for all Services performed by Company up to the date of termination calculated at the time and materials rates set out in Statement of Work minus the milestone payments retained by Company under this subsection. City will pay to Company all Expenses in respect of which Company is entitled to be reimbursed by City under this Agreement and which have not been previously reimbursed. If City terminated this Agreement or a Statement of Work under this Section 11.2 after final Acceptance of all the Company Deliverables under the Initial



Statement of Work, City may at its option retain the license under the and in accordance with the provisions of the License Agreement. Company will be entitled to retain all License Fees and Service Fees previously paid by City and City will pay to Company all Service Fees and Expenses through the effective date of termination.

11.3 Termination by City for Material Breach of Company.

(a) City may terminate this Agreement by delivering written notice thereof to Company for any material breach(es) by Company of the provisions of this Agreement that has not been cured by Company: (i) within thirty (30) days after receipt of written notice of such breach, if capable of being cured within thirty (30) days; or (ii) if the breach reasonably requires more than thirty (30) days for remedying and Company failed to propose a prompt and effective plan for remedying the breach and promptly and diligently commenced the cure within such thirty (30) days, and thereafter such breach is remedied within a period of not more than ninety (90) days after City's notice of the breach. Company agrees that the extended cure period under subsection (ii) of this subsection 11.3(a) shall not apply to Company's breach of its obligation to provide Maintenance Services in respect of a Severity 1 Error or Severity 2 Error in accordance with this Agreement. The notice of breach as aforesaid shall specify the breach in reasonable detail.

(b) If City terminates this Agreement under this Section 11.3(a) prior to final Acceptance of all Company Deliverables under the Initial Statement of Work, all of the licenses and rights granted hereunder to City shall automatically terminate and, City shall return to the Company (or destroy and provide written certification of such destruction) and otherwise cease using the Licensed Material in any manner. If City terminates this Agreement under this subsection 11.3(a) after final Acceptance of all Company Deliverables under the Initial Statement of Work, all of the licenses and rights granted to Company under the License Agreement shall survive termination and continue in full force and effect and the license restrictions set forth in Section 2 of the License Agreement shall survive and continue to apply to the license.

11.4 Termination by Company for Material Breach of City.

(a) Company may terminate this Agreement and the licenses and rights granted to City for breach by City of the terms of license as set forth in Article 2 of the License Agreement or due to City's failure to pay when due any undisputed amount of

License Fees or Service Fees (other than Service Fees in respect of Maintenance Services). In the event of any other material breach that is not cured by City within thirty (30) days after written notice of breach Company shall be entitled to recover direct damages from City and also obtain injunctive relief for preventing the continued breaches and any future breaches of this Agreement.

(b) If City breaches Article 2 of the License Agreement or any other provisions relating to the Company's Intellectual Property or Intellectual Property Rights or fails to pay when due any undisputed amount of License Fees or Services Fees (including without limitation Maintenance Fees) and fails to remedy that breach or non-payment within thirty (30) days after receipt of written notice from Company demanding that City do so, then Company shall be entitled to terminate this Agreement. If this Agreement is terminated by Company pursuant to this Section 11.4, without prejudice to any other liability of City under law or equity, all of the licenses and rights granted hereunder to City shall automatically terminate and City shall return to Company (or at Company's option destroy and provide written certification of such destruction) the Licensed Material and City, Permitted Affiliates, and Authorized Users shall otherwise forthwith cease using the Licensed Material and any and all Company Deliverables in any manner.

(c) If City fails to pay any Maintenance Fees when due, and fails to remedy that non-payment within thirty (30) days after receipt of written notice from Company demanding that City do so, City shall be deemed to have elected not to renew Maintenance Services for the Maintenance Period in respect of which the unpaid Maintenance Fees are due, and Company will have no obligation to provide Maintenance Services to City unless and until City reinstitutes its purchase of Maintenance Services in accordance with applicable Statement of Work. Nothing contained herein shall prevent Company from recovering from City any fees accrued for the Maintenance Services already performed.

11.5 Survival. Notwithstanding any other provisions of this Agreement, all provisions of this Agreement necessary for the interpretation or enforcement of any of the foregoing Articles, Sections and Schedules will survive the termination of all or any part of this Agreement, and will continue in full force and effect, and references in this Agreement to termination of this Agreement will not apply to those Articles, Sections and Schedules unless the Parties agree in writing. Except as specifically provided in this Agreement, the termination of this Agreement does not release any Party from any liability or obligation arising prior to the



date of termination.

11.6 Effect of Termination:

(a) In the event of termination of this Agreement for any reason whatsoever, the rights and licenses granted to the City will immediately terminate and the licensee will have no further right to use the software, except to the extent otherwise provided for in subsection 11.3(b). Within thirty (30) days after the termination, City must return all the copies of the software, documentation and Confidential Information in its possession or control to the licensor, or permanently destroy or disable all such copies. If requested by the Company, a duly authorized officer of the City will certify in writing to the licensor that the licensee has taken such action.

(b) Termination shall be without prejudice to any other rights or remedies a Party may be entitled to hereunder or at law, and shall not affect any accrued rights or liabilities of either Party nor the coming into force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

(c) In the event this Agreement is terminated by whichever Party and for whatsoever reason, the City shall be liable to make payments of the entire amount due under this Agreement for the services rendered by the Company up to the effective date of termination in terms of this Agreement.

(d) On the expiration or earlier termination of this Agreement, each Party shall return to the other Party all documents and materials and Confidential Information belonging to the other Party with regard to this Agreement, or shall at the option of the disclosing Party destroy, under written certification by an authorized officer of the other Party, all documents or materials in connection with this Agreement in a manner that the subsequent retrieval thereof is rendered impossible by any method.

12. MISCELLANEOUS.

12.1 Default and Other Remedies. Nothing herein shall preclude either Party from seeking money damages or injunctive relief to prevent unauthorized use of the Licensed Material or City Proprietary Material in the event of a breach of this Agreement.

12.2 Remedies. Except as otherwise provided herein, no right or remedy herein



conferred on or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy will be cumulative and in addition to any other right or remedy under this Agreement or under applicable law, whether now or hereafter existing.

12.3 Injunctive Relief and Special Performance. Company and City agree that a breach by either of them of its obligations under Article 6, Article 7 or Article 11 may cause irreparable harm which cannot be compensated in money damages. Accordingly, Company and City each agree that in the event either Party breaches any of the provisions in Article 6, Article 7, or Article 11, the other Party shall be entitled to seek injunctive relief or specific performance in addition to its other remedies.

12.4 Relationship of Parties.

(a) The relationship of the Parties shall be that of independent contractors. Any employee, subcontractor or agent of Company who is assigned to provide Services under this Agreement shall remain at all times under the exclusive direction and control of Company and shall not be deemed to be an employee, subcontractor or agent of City. Neither Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent the other Party as agent, employee, or in any other capacity, except as specifically provided herein.

(b) This Agreement will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth therein. Company will agree that no persons assigned by it in the performance of the Agreement are employees of the City and further agrees that no rights to the City's civil service, retirement or personnel rules and benefits accrue to such persons. Company shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits, taxes and premiums appurtenant thereto concerning such persons provided by such Company in the performance of the Agreement, and Company shall save and hold the City harmless with respect thereto.

12.5 Entire Agreement; Amendments; Modifications. This Agreement, along with the schedules and exhibits attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral between the Parties and all



amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this Agreement shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

12.6 Binding Effect; Assignment.

(a) This Agreement shall be binding on and inure to the benefit of the respective Parties and their permitted successors and assigns. Neither Party may sell, transfer or assign any right or obligation hereunder, except as expressly provided herein, without the prior written consent of the other Party. Any assignment in violation of this Section 12.6 shall be void.

(b) City shall have the right to assign or transfer (including by merger or otherwise by operation of law) all of its rights, duties and obligations under this Agreement to: (i) any entity that is an Affiliate of City in connection with an internal reorganization of the business of City; or (ii) a purchaser of all or substantially all of City's capital stock, assets and business involving the line of business that primarily utilizes the Licensed Material; provided that with respect to subsections (i) and (ii), the resulting assignment shall not expand the scope of the licenses granted hereunder. The foregoing assignment shall be valid only if: (i) City provides prior written notice to Company; and (ii) such assignee or transferee shall have expressly assumed in a written agreement with Company, the rights, duties and obligations of City under this Agreement. No such assignment or transfer shall operate to release City of its duties or obligations under this Agreement, absent an express written release executed and delivered by Company (it being understood and agreed that Company shall not unreasonably withhold its consent to such a release if the assignee or transferee is the operator or successor to City's line of business involving the Licensed Material).

(c) Company shall have the right to assign or transfer (including by merger or otherwise by operation of law) its rights, duties and obligations under this Agreement with the prior written consent of City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, such consent shall not be required for an assignment by Company: (i) after Company has successfully completed final Acceptance of all Company Deliverables and made as part of the sale of all or substantially all of Company's capital stock, or Company's assets and business involving the line of business that related to the Licensed Software; or (ii) at any time, made solely in connection with a complete assignment of all or substantially all assets related to the



Licensed Software to any entity that is a direct or indirect wholly-owned subsidiary of Tata Consultancy Services Limited in connection with an internal reorganization of the business of Tata Consultancy Services Limited provided that, absent an express written release executed and delivered by City, Company shall not be relieved of any of their obligations hereunder. The foregoing assignment shall be valid only if: (i) Company provides written notice to City; and (ii) such assignee or transferee shall have expressly assumed, in a written agreement with City, the rights, duties and obligations of Company under this Agreement.

12.7 No Waiver. Failure or delay by either Party to exercise any right under this Agreement shall not constitute a waiver of any other terms or conditions of this Agreement with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this Agreement. In order to be effective, all waivers under this Agreement must be in writing and signed by the waiving Party.

12.8 Notices. All notices and other communications required under this Agreement shall be in writing and sent to the address stated below, or to such other address as shall be given by either Party to the other in writing, and shall be effective: (i) upon actual delivery if presented personally, or sent by express overnight courier such as Federal Express (with a signature acknowledging receipt); or (ii) seven (7) days following deposit in the United States mail if sent by certified or registered mail, postage prepaid, return receipt requested.

To Company: Tata Consultancy Services
 1000 Summit Drive
 Milford, OH 45150 U.S.A.
 Attn: Ravi Nandivada
 Telephone : 513-677-6508
 Facsimile: 513-831-0629

With a copy to: Tata America International Corporation
 101 Park Avenue
 New York, N.Y. 10178, U.S.A.
 Attn: The General Counsel
 Facsimile: 212-867-8652



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

Bill Bond, Tax and License Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301, U.S.A.

With copies to: City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301, U.S.A.

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301, U.S.A.

(a) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Company identifying the designee(s) and their respective addresses for notices.

(b) Changes. Company 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.

(c) Notwithstanding the foregoing, day-to-day communications between the Parties may be made by telephone, facsimile transmission, e-mail or any other method agreed to by the Parties.



12.9 Applicable Law. This Agreement shall be governed by the laws of the State of Arizona, without giving effect to the conflicts of law principles thereof.

12.10 Force Majeure. If either Party is delayed in or prevented from performing any of its obligations hereunder by reason of a governmental law or regulation, court order, labor disturbance, act of God, fire, flood, national emergency, war, insurrection, terrorist acts, civil disturbance, or other reason of a like nature beyond the control of and not the fault of or due to the negligence of such Party, which such Party is unable to prevent or overcome by the exercise of ordinary prudence and diligence (including, but not limited to, the implementation and exercise of a reasonable disaster recovery plan), upon such Party giving prompt notice and full particulars of such cause to the other Party, the performance of such obligation shall be excused for the period of the delay, and the period for the performance of such obligation shall be extended for an equivalent period.

12.11 Employee Non-Solicitation. Neither City nor Company shall, except with the prior written consent of the other, solicit or hire any employee of the other Party during the time such employee is associated with any Services under this Agreement for a period of one (1) year after such person ceases to be so engaged. The foregoing restriction shall not apply to the employment of any person who responds to a general recruitment advertisement issued to the public.

12.12 Cooperation. Each Party to this Agreement agrees to execute and deliver all documents, perform all further acts, and take any and all further steps that may be reasonably necessary, to carry out the provisions of this Agreement and transactions contemplated thereby. Each Party shall perform its obligations hereunder acting in a fair and reasonable manner.

12.13 Export - Import Laws. Company is solely responsible to comply with any applicable laws and regulations for importation or exportation of any software or any other material provided by City or Company in connection with this Agreement. Each Party will comply with any applicable U.S. export regulations with respect to export of software or technology from the United States to Company's offshore facilities. Unless authorized by U.S. regulation or an export license or exemption, each of City and Company, agree that they will not re-export, directly or indirectly, any software or technology received from the other Party, or allow the direct product thereof to be exported or re-exported, directly or indirectly, to Cuba, Iran, North Korea, Libya, Sudan, Syria or any other country in Country Group E:2 of the Export Administration Regulations of the Department of Commerce (see <http://www.bxa.doc.gov>) or any other country subject to sanctions administered by the Office of Foreign Assets Control (see



<http://www.treas.gov/ofac/>), as revised from time to time.

12.14 Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

12.15 Severability. The invalidity of one or more phrases, sentences, sections, clauses or articles contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; in the event that one or more phrases, sentences, sections, clauses or articles shall be declared void or unenforceable by any court of competent jurisdiction or by any government or regulatory agency, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and this Agreement shall be construed as if any such phrases, sentences, clauses and articles had not been inserted herein.

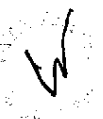
12.16 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.17 Inurement. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

12.18 Compliance with Laws. Company shall comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes and regulations which are, or become, applicable to its performance of the services under this Agreement. If a subsequently enacted law imposes substantial additional costs on Company, a request for an amendment may be submitted pursuant to Section 2.2; however, no such change order may be approved by the City if it results in an increase of the Agreement amount approved by the City's Council unless additional approval, as applicable, is obtained, in which case Company shall have no obligation under this Section.

12.19 Arizona Immigration Compliance.

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



(b) Any breach of warranty under subsection (a) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

(c) City retains the legal right to inspect the papers of Company or subcontractor employee who performs work under this Agreement to ensure that Company or any subcontractor is compliant with the warranty under subsection (a) above.

(d) City may conduct random inspections, and upon request of the City, Company shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (a) above. Company agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section 12.19.

(e) Company agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Company also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

(f) Company's warranty and obligations under this Section 12.19 to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.

(g) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

12.20 Foreign Prohibitions. Company, and on behalf of any subcontractor, certifies, to the extent applicable under A.R.S. §§ 35-391 *et seq.* and 35-393 *et sec.*, that neither has "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.



13. GENERAL PROVISIONS

13.1 Nondiscrimination. Company will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability, nor otherwise commit an unfair employment practice. Company will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender, national origin, age, or disability. Such action will include, but not be limited to, the following: employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or forms of compensation; and selection for training, including apprenticeship. Company further agrees that this clause will be incorporated in all subcontracts entered into with suppliers of materials or services, and all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services, in connection with this Agreement. This clause will also be incorporated into all job-consultants' agreements or subleases in any way pertaining to Company's performance under this Agreement.

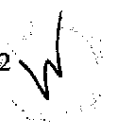
13.2 Compliance with Immigration Reform and Control Act. Company understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA) to it. Company agrees to comply with IRCA in performing under this Agreement and to permit City to verify such compliance.

13.3 Offsets. Company understands and acknowledges that Chapter XVIII, §14 of City's Charter provides that no demand on City shall be allowed in favor of any person in any manner indebted to City without first deducting such indebtedness. Accordingly, Company agrees that any payments that are undisputed and due and payable to City shall be offset against the amounts payable to Company under this Agreement.

13.4 Cancellation. The Parties understand and acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law), in the event there is a conflict of interest of the type specified in A.R.S. § 35-511 by persons significantly involved in initiating, negotiation, securing, drafting or creating this Agreement.

13.5 Insurance Requirements.

(a) Company and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to



property which may arise from or in connection with the performance of the work hereunder by Company, its agents, representatives, employees or subcontractors.

(b) The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits contained herein are sufficient to protect Company from liabilities that might arise out of the performance of the work under this Agreement by Company, its agents, representatives, employees or subcontractors and Company is free to purchase additional insurance as may be determined necessary.

(c) Minimum Scope and Limits of Insurance. Company shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements, provided that the coverage is written on a “following form” basis:

(i) Commercial General Liability – Occurrence Form:

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

(ii) The policy shall be endorsed to include that the City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Company.

(iii) Automobile Liability:

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$1,000,000
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(iv) The policy shall be endorsed to include that the City of Glendale shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Company, including automobiles owned, leased, hired or borrowed by Company.

(v) Worker's Compensation and Employers' Liability:

Workers' Compensation	Statutory
Employers' Liability – Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

Policy shall contain a waiver of subrogation against the City. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. § 23-901 AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

(vi) Professional Liability (Errors and Omissions Liability):

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Company warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that 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 Agreement is completed.

(d) Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

- (i) On insurance policies where the City is named as an additional insured, the City of Glendale shall be an additional insured to the full limits of liability purchased by Company even if those limits of liability are in excess of those required by this Agreement.
- (ii) Company's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(e) Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled, except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Bill Bond, Tax and License Manager, City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona 85301, and shall be sent by certified mail, return receipt requested.



(f) Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect Company from potential insurer insolvency.

(g) Verification of Coverage. Company shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(h) All certificates, and any required endorsements, are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

(i) All certificates required by this Agreement shall be sent directly to Jim Swaziek, CPPO Contract Analysts City of Glendale Attn: Materials Management, City of Glendale, 6829 North 58th Drive, Suite 202, Glendale, Arizona 85301. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

(j) Approval. Any modification or variation from the insurance requirements in this Agreement shall be made by the Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

14. FUND APPROPRIATION CONTINGENCY.

Company understands that the continuation of this Agreement after the close of any given fiscal year of the City, which ends on June 30, shall be subject to the budget of the City providing for this Agreement item as an expenditure therein. The City cannot assure that the budget item for funding this Agreement will be approved in the future because such

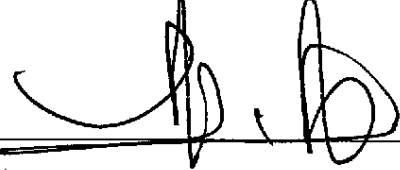


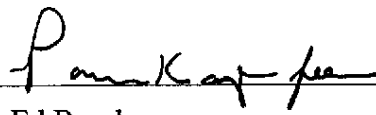
an assurance is a legislative and policy determination of the City Council at the time of the adoption of the budget. If the funding of the Agreement is not approved by the Glendale City Council, the City may terminate this Agreement as of the close of its fiscal year.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and effective as of the day and year stated above.

TATA AMERICA INTERNATIONAL CORPORATION, a New York corporation

CITY OF Glendale, an Arizona municipal corporation

By: 
Name: Salyanarayan S. Hegde
Title: Sr Vice President & General Counsel
Date: 11/9/09

By: 
Name: Ed Beasley
Title: City Manager
Date: November 11th, 2009

ATTEST:


Pam Hanna, City Clerk

APPROVED AS TO FORM:


Craig Tindall, City Attorney



Schedule A

INITIAL STATEMENT OF WORK
(Tax & License Information System Statement of Work)

Appendix A – Functions and Features

Appendix B – Interfaces

Appendix C – Training

Appendix D – Project Schedules

Appendix E – Project Cost

Appendix F – Change Control Form

Appendix G – Project Deliverable Acceptance Form

Appendix H – Usability Modifications



SCHEDULE A
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1. Introduction

This Statement of Work, Schedule A ("SOW") is subject to and incorporated into the terms of the Master Services Agreement ("MSA"), between Company and the City.

Capitalized terms used but not defined in this Statement of Work shall have the meaning assigned to them in the Software License Agreement ("SLA") and the MSA. In the event that there is a conflict or inconsistency between the terms and conditions of this Statement of Work and those contained in the MSA, the terms of the MSA shall prevail, unless the Parties explicitly agree otherwise in writing.

Appendices to this SOW are incorporated herein as if fully set forth.

The City has licensed the following products, collectively referred to as "Licensed Software," under SLA from Company:

- Tax Mantra® which includes the following "modules":
 - Taxpayer Registration
 - Taxpayer Accounting
 - Payment Processing
 - Revenue Accounting
 - Correspondence
 - Case Management
 - Security
 - Reports
 - Utilities
 - Inquiry
 - Configuration
- E-Tax

The City will license at its costs, the following Impression Software products directly from Impression Technology

- Imaging solution which includes the following "modules":
 - iCapture Core
 - Form Definition Editor
 - Automated TransBuilder
 - iScanPlus
 - Image Enhancement
 - Post-Processor, Business Rule Engine
 - ICR/OCR Adaptor
 - ICR/OCR Processor



- Key Data Entry
- iExport Tax Mantra
- iExport Webxtender

2. Project Scope

2.1 Current Project Scope

The scope of work to be performed by Company and its subcontractors, collectively referred to as Company, is described in this SOW. In addition, certain, but not necessarily all, work to be performed by the City is described. City tasks that are direct dependencies to Company Project tasks are outlined in this SOW.

In the charts depicting roles and responsibilities, P identifies the party responsible for management and implementation of the work; S identifies the second party providing assistance. Assistance can include review, mentoring and knowledge transfer of both skills and particular information.

Company will begin to perform the Services described in this SOW following the execution of the MSA and SLA by both parties, and plans to complete the Services defined in this SOW according to the schedule in Section 6.1 – Project Schedule, subject to the terms of this SOW, any amendments of this SOW, and any approved Change Requests.

The Project Schedule reflects a comprehensive implementation package integrating all the Licensed Software and Implementation Services. This package is collectively referred to in this SOW as the Tax Mantra® Solution. The Project Schedule is aligned in multiple activities that are organized to deliver the system functionality in-line with City requirements. The multiple activities and the scope of components to be delivered in each are outlined below. Details on the specific activities, the responsibilities of each Party, and the deliverables associated with the activities are provided in Section 5 of this SOW “Detailed Statement of Work.”

- Tax Mantra® product including the following components and related services:
 - Taxpayer Registration
 - Taxpayer Accounting
 - Payment Processing
 - Revenue Accounting
 - Correspondence
 - Case Management
 - Security
 - Reports
 - Utilities
 - Inquiry
 - Configuration

- Tax Mantra® eTax component
- License for one Crystal Report Server XI (Windows) with Crystal Report Server XI users 10 CAL
- Five (5) licenses for the Crystal Reports developer (Windows)
- Data Conversion
 - Study to determine the scope of data migration
 - Design, Extraction, Loading and Testing (will depend on the outcome of Data Conversion Study)
- Implementation services for the following Imaging Components (components will be procured by the City directly from Impression Technologies):
 - iCapture Core
 - Form Definition Editor
 - Automated TransBuilder
 - iScanPlus
 - Image Enhancement
 - Post-Processor, Business Rule Engine
 - ICR/OCR Adaptor
 - ICR/OCR Processor
 - Key Data Entry
 - iExport Tax Mantra
 - iExport Webxtender

2.2 Possible Future Project Scope

The City has the option to install the following additional module/functions of the Tax Mantra® solution:

1. Management Dashboard module.
2. Implement an interface with the City's Hansen 7.7 system.

The City can elect to move forward with the above two as part of this SOW and for the pricing outlined in Section 6.2 – Detailed Project Cost. The prices for these options are valid for sixteen (16) months from Project start at Project Kickoff meeting.

Details on the implementation approach, planning, and technical needs will be further defined at the point when City elects to move forward with these two modules. Scheduling of the implementation of these modules may impact the costing for implementation services.

3. Project Organization

3.1 Project Organization Chart

The Project will be organized in a way that is in line with TMIM and PMI guidelines. This Project structure will allow for the efficient and effective interactions on Project tasks and for Project management issues.

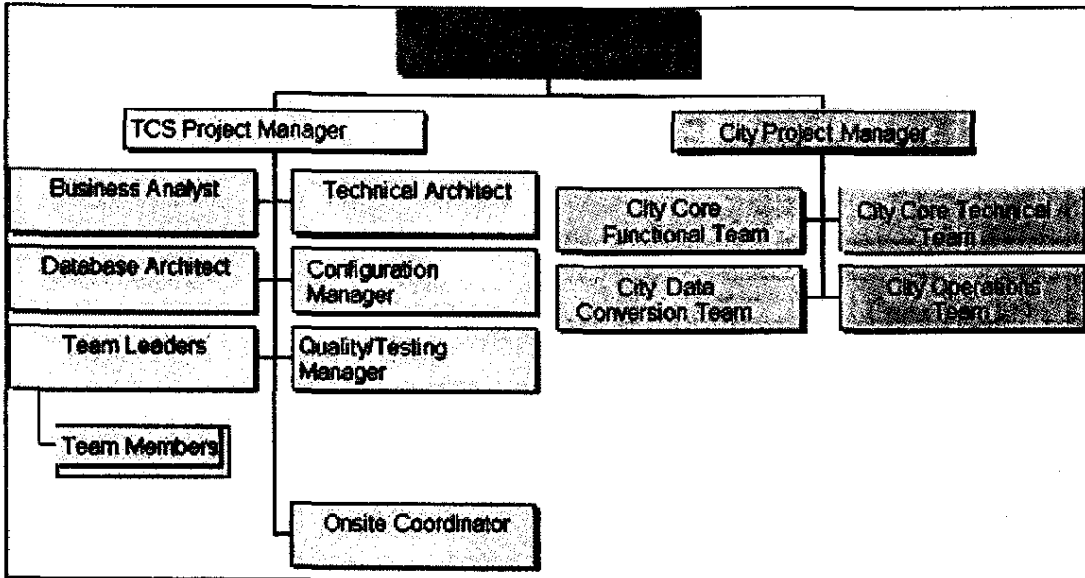


Figure 1 Project Organization Chart

3.2 Roles and Responsibilities

Company's and City's respective Project involvement and responsibilities are set forth in the roles and responsibilities matrices for the Duration Activities. General governing constraints and assumptions appear in the Detailed Statement of Work below, and those that are specific to an activity are listed at the end of each activity's matrix. In the table below, a high level description of each primary role on the Project is provided. A role may be fulfilled / staffed by more than one Company or City resource. One resource from either Company or City may fulfill more than one role.

Role	Type	Description
Escalation Working Group	Joint	The Escalation Working Group will be comprised of the City Project Sponsors and Company executive staff members. The Escalation Working Group reviews and approves Project issues that are escalated by the Project Managers.

Tax Mantra® Glendale - Statement of Work

Role	Type	Description
Project Manager	Company	Company Project Manager: The Company Project Manager will assume direct responsibility over Company project team resources. He will provide advice and assistance with regard to task management and work activities to the City Project Manager.
Project Manager	City	City Project Manager: The City Project Manager has overall responsibility for managing and directing all Project activities and will coordinate work activities with the Company Project Manager.
Onsite Coordinator	Company	<p>Onsite Coordinator ("OC") plays a very crucial role in the proposed offshore-onsite implementation methodology.</p> <p>OC is the single point of contact between the City and the offshore team during all the offshore activities, namely the Design and Configuration and Customization, Development and Testing.</p> <p>OC possesses the requisite functional/technical skills to coordinate/facilitate with respective parties and answers the City and Company queries/clarifications as and when required.</p> <p>OC will adequately guide the City staff in Test Case and Test Data preparation, may be involved in the set-up of the Test and Production environments at City, and will coordinate delivery of Company Deliverables to City and vice versa.</p>
Business Analyst	Company	The Company business analyst will be involved in Gap Analysis, Data Conversion Requirement Study, Design, and review/testing of all deliverables to City.
Technical Architect	Company	Evaluate, propose, validate approve and facilitate implementation of major architectural changes required in the product.
Database Architect	Company	All database administration activities for the development and the testing team for the offshore activities. This resource will also facilitate any Database Change Requests (DCR), their approval, validation and its implementation.



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Role	Type	Description
Configuration Manager	Company	Responsible for maintaining different versions of the software and ensures that the team is always working on the latest copy of the software.
Team Leaders	Company	The team leaders are involved in design, customization and configuration of the software, code and test case review & integration testing
Quality / Testing Manager	Company	Responsible for ensuring that the software has been tested as per the specifications provided by the City.
Team Members	Company	Responsible for Unit Test Case preparation, Customization and Configuration, Unit Testing, Reviews and Documentation.
Functional Team	City	These staff will be responsible for various functional areas as they align with Tax Mantra® functionalities. The Subject Matter Experts (SMEs) are responsible for providing requirements, reviewing Project Deliverables, and providing sign-off on deliverables. Normally these SMEs are experienced individuals within the City that have been authorized to make decisions on behalf of the Project Team. The SMEs may take on various roles throughout the lifecycle of the Project.
Technical Team	City	The technical team will be responsible for all technical support and facilitations for the set-up of the training, testing and production environments as well as deployment of the upgrade releases from Company.
Data Conversion Team	City	This team will assist Company staff in Data Mapping from the existing database. The City team will be responsible for purification of data.
Operations Team	City	This team will be required during the acceptance-testing activity for doing the acceptance testing.

4. Methodology

Company's Project Management and Product Implementation Methodologies are utilized by Company in conjunction with the City's respective methodologies. The methodologies are reflected in the activities that are described in this SOW.

In order to meet Project objectives, Company will utilize the following methodology that is based upon Project Management Institute (PMI) principles, Company's proprietary Integrated Quality Management System (iQMS) methodology, and its extensive experience in implementing complex tax systems. The aforementioned principles and methodologies in conjunction with the "lessons learned" from other similar projects have been taken to develop a "best practices" approach towards implementation of the solution for the City.

This methodology provides for clearly defined milestones to achieve a timely, cost effective, and quality solution for the City. This approach will help exploit synergy with the City and thus lead to achievement of City objectives and the Company mission of "customer delight."

Milestones and reviews will be established between the Project Management at appropriate stages to facilitate Project monitoring, to keep the Project on track, and to see that expectations are in accord - early and continuously. Pre-defined deliverables at the end of each activity will enable the City to track the progress of the Project.

5. Detailed Statement of Work

5.1 Constraints and Assumptions

The following constraints and assumptions apply to all activities outlined in this section – Detailed Statement of Work:

1. The City is responsible for providing and maintaining the physical facilities required for the Project Team; including, without limitation, all of the following: conference rooms; overhead projectors; white boards; a desk, telephone and computer communication hook up for communication with the City's and Company's local and remote systems for each Project Team Member; computers and other facilities for training; printers; access to photocopier, scanner, fax machine; a Project work area; administrative support when requested. City will provide network access to the laptops carried by Company onsite staff. Company computers will comply with security standards defined by the City and be current with virus software. The City will provide their security standards to Company in advance. Company will need Internet access to the Company network for communication. Company staff will also need to have access to the City's network for Project related documents and software. At least one of the conference rooms will be dedicated to the Project Team throughout the Project lifecycle so that the Company on-site team and the City on-site team are easily accessible to each other. The City will make available, as needed, additional conference rooms for breakout meetings that will be required. Company expects to have a maximum of 5 personnel on site at any one time. Company may have additional staff on-site as needed to perform work activities, but these additional staff will not need desk work space. It is anticipated that for additional staff either

existing Company desk work area and/or conference room workspace will be used.

2. The City may provide secure remote access in accordance with the City's security standards as provided. When given such access the contractor will act in accordance with the City's security standards and will only use such access for the purpose of fulfilling the requirements of the agreement.
3. The term "Hardware" as used herein shall mean both the hardware and any system or other third party software required for the Project, other than software that is part of the Tax Mantra Solution. Company has identified the Hardware required to load and operate the Licensed Software and required third party software and to perform Project activities for the phases of the Project. The City will identify and review the final Hardware configuration with Company to ensure sufficient lead times to acquire and make ready the Hardware with effective performance. The City will provide and maintain, in satisfactory operating condition, a working Hardware platform with sufficient capacity to load and operate the Licensed Software and required third party software and to perform Project activities for the Project. The Hardware must have all required network interfaces to provide user access to printing and terminal facilities in at least one training location. Company assumes that the Hardware platform will be fully operational for that activity of the Project prior to Company's arrival on-site for any particular activity.
4. The City will be responsible for system administration and management activities on the platforms belonging to the City, including, but not limited to, establishing regular backup procedures to secure the new operating environment, and general system housekeeping activities. Company will provide information and guidance as to what is expected regarding system administration. Such activities may include, at the request of Company, management of the Licensed Software delivered to or being developed on the City platforms.
5. The City will be responsible for procuring at its cost, the licenses and the support for all components of Imaging, i.e., Impression Software required for implementation of Tax Mantra Solution as required under this SOW, including authorization for Company to use such Impression Software at Company Offshore location for the Project duration.
6. The City will assign a core team staff for the duration of the Project, and will identify additional Subject Matter Experts (SMEs) who will be available as per the Project Schedule and at other times as required for each party to accomplish its work. Each party's staff will be present at all required meetings, training sessions, workshops, and the like. The City's staff will be sufficiently knowledgeable of the City's business processes, technical environment, and detailed subject matter, to answer questions posed by Company, upon which answers Company may rely. The City team members will be authorized by the City to make decisions for the City concerning the requirements and functionality of the system and other aspects of the Project.

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7. Each party's performance and effectiveness is dependent in many cases on the timeliness and quality of the other party's activities and deliverables. The City and Company intend to perform and complete work per the Project Schedule in Section 6.1, as it may be modified from time to time by mutual consent. Any Project delays will be documented and escalated to the Steering Committee as part of the Change Request process.
8. Training Expectations: The City will provide knowledgeable employees trained in information services operations, relational database management system administration, and use of the hardware platform on which the applications software is installed. Company will provide end-user training to City or other City designated staff to act as trainers; Company will "train the trainers". Company will provide competent trainers with good communication skills who are knowledgeable of the product and customizations to the product.
9. Deliverables, once accepted by the City, cannot be changed without an equitable adjustment through the Change Request process as defined in the MSA.
10. It is the explicit intent of the parties for the City to utilize the standard Licensed Software plus the functional algorithms referenced in Appendix A: Functions and Features Checklist with modifications based on a review of the functions and features during Gap Analysis. Should the standard Licensed Software not be able to accommodate functionality that may be identified by the City, the City may elect to change its requirement or expand the scope of the Agreement to include investigation of how best to meet the City requirement. Any such expansion of scope will be subject to completion of a Change Request, which is agreed to and executed by the parties.
11. Whenever a Change Request is executed by the parties it shall state the agreed upon adjustment in fees, costs, schedule and other contract terms and conditions, as appropriate. The approval by the City of any Change Request referenced in this SOW shall be subject to the contract approval requirements of the City.
12. The City or Company may need to change any team member assigned to the Project at any time. New City or Company team members will be assigned with the same or similar skill sets as quickly as possible. The City and Company desire to keep all staff assigned to the Project for the duration of the Project; any unanticipated changes to staff on the Project will require analysis of any impact.
13. City will set-up the VPN and FTP access facilities for the Company offshore team and provide appropriate access. Company staff on-site in Glendale will use their own calling cards to call India from City phones.
14. City will be responsible for review and sign-off of all Project Deliverables within 5 business days of submission of the deliverables or other mutually agreed to timeframe. (Where the expected size of the deliverable / review material is large, sections of the deliverables will be scheduled for review during respective Project activity(ies).

15. Any material changes to any of the following require a Change Request for approval, modification or denial, as specified in Section 2 of the MSA: change in scope, cost or schedule.

5.2 Project Management

It is understood and agreed by the parties that all services shall be performed in accordance with the terms of the MSA (including this SOW) and deliverables shall be subject to inspection and approval of the City according to the Acceptance Procedure described in the MSA. Mutually agreeable deliverable acceptance criteria will be developed during the Project Initiation activity and a Certificate of Acceptance will be signed off when either the Company or City deliverable meets the criteria for acceptance. (See Appendix G for a template of the Certificate of Acceptance).

Company will provide the following Project management services:

- A Project Manager to monitor the performance and progress of the overall Project who shall have decision-making authority for those issues where Company is the responsible party. The Company Project Manager shall be reasonably available as needed.
- Project Manager will be responsible for the overall management of the Company Project activities and deliverables as described in this SOW, as well as management of any third party resources hired by Company to provide services within this SOW. Neither the Company Project Manager nor Company shall be responsible for the quality and/or timeliness of activities and deliverables that are solely the responsibility of the City. Such responsibility shall remain vested with the City. Company shall notify the City in accordance with the Communication Plan of any material schedule or quality deviations regarding the Project Deliverables.

The Company Project Manager will coordinate with the City Project Manager to timely accomplish all the scheduled tasks as represented in the attached Project Schedule, Section 6.1.

The City will provide the following Project Management Services:

- An Executive Steering Committee to monitor the performance and progress of the overall Project and who shall have decision-making authority. The Executive Steering Committee shall be reasonably available as needed.
- A Project Manager who has overall responsibility for Project execution. The City Project Manager will direct and manage the City's activities and deliverables as described in this SOW, as well as management of any third party resources hired by the City to provide services as part of this Project. The Company Project Manager is responsible for the overall management of Company resources and will provide guidance and advice as necessary to the City Project Manager. The City Project Manager will maintain communication between the parties, manage the City team members, coordinate the City activities with the Company Project Manager, and provide assistance on activities as needed to keep the Project on schedule. The City Project Manager is responsible for reporting status to the City Steering Committee members. The City Project Manager is responsible for the City's and the City's third party's adherence to the Project Schedule. Additionally,

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the City Project Manager will serve as the main contact for the Project and will escalate issues as necessary.

Company is responsible for the quality of Company activities and deliverables; the City is responsible for the City activities and deliverables. It is the understanding that both parties need to be intimately involved in the successful execution of the Project.

	Project Management Activities	Description	Responsibility	
			TCS	City
1.	Company Project Management	Company Project Manager responsible for management of Company team members and sub-contractors. The Company Project Manager directs activities and deliverables for which Company is responsible under this SOW.	P	S
2.	City Project Management	The City Project Manager is responsible for the overall Project schedule and the management of the City's Project activities. The City Project Manager is responsible for working with the Company Project Manager to coordinate activities and deliverables that are the responsibility of the City. In addition, the City Project Manager is responsible for ensuring the quality and timeliness of activities and deliverables of the City staff and sub-contractors.	S	P



	Project Management Activities	Description	Responsibility	
			TCS	City
3.	Planning; Duration Plans	<p>The Company Project Manager is responsible for driving the management of the items or activities listed below, as required. Company Project Manager provides advice and assistance to the City Project Manager.</p> <p>Project Schedule – Company provides schedule of Company activities. This is a joint effort with the City having responsibility to meet their respective business objectives.</p> <p>Project Management Plan that will include the following:</p> <ul style="list-style-type: none"> • Deliverables Plan • Quality Plan • Risk Plan • Issue Resolution Plan • Change Request Management Process • Project Document Management Plan. • Communication Plan • Project Organization 	P	P
4.	Feedback / Reporting	<p>The City Project Manager is responsible for the management of the items or activities listed below. Company Project Manager provides advice and assistance to the City Project Manager. Each Project Manager contributes the content for the activities and deliverables that are their responsibility and other items relative to their respective organizations in accordance with the Communication Plan that may include:</p> <p>Weekly and Monthly Status Reports.</p> <p>Hold Project Team meetings</p> <p>Attend Steering Committee meetings</p>	S	P

	Project Management Activities	Description	Responsibility	
			TCS	City
5.	Strategies	<p>The Company Project Manager will coordinate with the City's Project Manager in the management and delivery of the items or activities listed below.</p> <ul style="list-style-type: none"> • Conversion strategy • Interfaces strategy • Application Configuration and Maintenance strategy • Hardware and Software Configuration and Management strategy • Test Strategy • Cutover and Rollout Strategy 	S	P
6.	Financial / administration Management	<p>The City Project Manager and Company Project Manager are responsible for the management of the items or activities listed below, as appropriate to their organizations and team members.</p> <ul style="list-style-type: none"> • Invoices & Payment Authorizations • Time reporting • Vacation planning • Payment Schedule • Scope/change control 	P	P

5.3 Project Change Management Process

If City or Company makes any proposal for any change, alteration or modification of the agreed Specifications or scope of Services and Deliverables specified in the Agreement a "Change Control Form" shall be prepared (format give in Appendix F). This is done as soon as practicable upon realization that the scope of the Project should be changed. Notification shall be given after Company's receipt of a Change Control Form from City, or if Company desires to propose a Change Control, Company shall prepare and submit to City a written Change Control Form using the same format. Such change request form and process shall include terms and conditions proposed by Company in order to implement the Change Request as soon as reasonably practicable. Such terms and conditions shall include, without limitation, a description of the requested change (the "Change") and an estimate of:

- (a) additional fees and expenses payable by City to Company as a result of the implementation of the Change Request; and
- (b) any expected impact, if any, the Change Control Form shall have on the Project schedule.

On City's written approval of the Change Control Form, the approved change order proposal ("Change Order") shall become effective, and Company shall take such steps as are necessary to implement the Change Order.

No Change to the Agreement shall be binding on the Parties unless the Change is embodied in a written Change Order. Each of City and Contractor, acting reasonably, shall negotiate the terms and conditions of any Change Request with a view to reaching agreement on such terms and conditions and executing and delivering a Change Order as soon as practicable.

5.4 Project Quality Management

Company and City agree to implement a Project Quality Management Plan utilizing the guiding principles of the Company iQMS. The Project Quality Control Plan will be developed and mutually agreed to during the Gap Analysis activity of the Project.

5.5 Product Implementation

5.5.1 Project Kick-off / Initiation

The purpose of Project Kick-off / Initiation is to prepare for the implementation of the Licensed Software. The main focus is on preparing the Project Team and the infrastructure for the analysis effort. If needed, some scope clarification is performed. A kick-off meeting is held to get the Project Team together (both the City and Company team members). The kick-off meeting will introduce the team to the Company Project Schedule and the process that will be used for implementing the Tax Mantra® Solution. The Licensed Software is presented as part of the Gap Analysis sessions in order to begin the training process for the City's staff. The overview provided is not "traditional" classroom type training but is instead presented in the context of a Gap Analysis session.



5.5.1.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Prepare Draft Project Management Plan	P	P
2.	Prepare Project Kick-off Presentation	P	S
3.	Conduct Project Kick-off meeting	P	S
4.	Refine Company Project Schedule	P	P

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	Tasks	Description	Responsibility	
			TCS	City
5.	Prepare Acceptance Criteria	City and Company to define Acceptance Criteria for all activities and deliverables as part of this Project activity.	S	P
6.	Project Kick-Off Activity approval	Company and the City to review entire activity and deliverables. Completed with a Sign-off on Acceptance form.	P	P

5.5.1.2 Constraints and Assumptions

Any significant changes in scope from this SOW will be documented as Change Requests to be reviewed and approved or rejected.

The City team members and SMEs in addition to Company staff attend the Kick-Off Activity meeting.

The team facilities (such as the facilities listed at Section 5.1 (1) above are available.

5.5.1.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Project Kick-Off Meeting Presentation	Presentation in MS PowerPoint format	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2.	Project Kick-off Meeting	Meeting	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Draft Project Schedule	Electronic MS Project copy	Formal preparation, refinement, and review as part of this activity. (Note this deliverable will be finalized and accepted in the next activity – Gap Analysis)
4.	Acceptance Criteria	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
5.	Tax Mantra® Base User Manuals	Electronic (PDF)	Formal acceptance that manuals have been received by the City.



5.5.2 Gap Analysis

During this activity key users will be provided an overview (initial training) of the Tax Mantra® product as part of workshops for Gap Analysis. This overview will help the key users in understanding the functional features of the Tax Mantra® product. This will be followed by Gap Analysis where Company will validate the City requirements against the Tax Mantra® functionality. All the validations and enhancements to the requirements for any implementation sequence will be properly documented in accordance with the product implementation plan. Company will interact with City personnel to fully understand the scope, purpose and implication of each requirement.

Company will prepare a Gap Analysis Document in this activity. This document will contain a matrix that will document the outcome of a match between Tax Mantra® and the City's detailed requirements. This document will also identify the customization and configuration required in Tax Mantra®. Before the commencement of the subsequent activity, City will need to review and approve the Gap Analysis Document in a timely manner.

This activity has the following objectives:

- Provide an understanding of the Tax Mantra® product to key users
- Understand and validate the requirements
- Discuss each functional module using the Tax Mantra® screens
- Match the City requirements with Tax Mantra® and surrounding components functionality
- Document the outcome of a match between Tax Mantra® and City requirements
- Document any major deviations in functionality from the Tax Mantra® product
- Capture the master data, used for configuration of Tax Mantra® with City
- Finalize case flows
- Review the report layouts and correspondence for any changes to the static text with customer
- Review interface sources for data exchange between Tax Mantra® and external systems and finalize the format for data exchange
- Prepare an Acceptance Test Plan that will outline how the system will be tested
- Begin preparing Acceptance Test Scenarios that will detail how each function of the system will be tested to confirm requirements are met.

5.5.2.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Conduct Gap Analysis Work Sessions	P	S
2.	Conduct meetings to gather requirements, specifications, and detailed data associated with requirements	P	S
3.	Prepare Gap Analysis Document	P	S
4.	Update Project Plan as needed per Gap Analysis	P	P
5.	Prepare Acceptance Test Plan (ATP)	S	P
6.	Prepare Draft Acceptance Test Scenarios	S	P

5.5.2.2 Constraints and Assumptions

- City SMEs and supporting staff must be available to participate in Gap Analysis sessions as scheduled.
- City SMEs and supporting staff must be available to provide follow-on data, documentation, and responses to queries from Company.
- Gap Analysis sessions will be scheduled in advance jointly with City. Company will require conference room large enough to facilitate sessions with a whiteboard and projector.
- City SMEs should have reviewed and be prepared to address questions related to the RFP published requirements.
- City SMEs should be versed in the business processes currently leveraged and potentially leveraged in the future in alignment with Tax Mantra® solution.

5.5.2.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Acceptance Test Plan (ATP)	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2.	Gap Analysis Document	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Draft Acceptance Test Scenarios	Electronic (MS Word)	Formal preparation, refinement, and review as part of this activity. (Note this deliverable will be finalized and accepted in the next activity – Design)

5.5.3 Design

During this activity the design for the requirements further clarified and documented in the Gap Analysis document is prepared. The design will address any needed customizations identified during Gap Analysis that are needed to meet required functionality. The design documents will also encompass identified interfaces and will be used by both the City and Company to complete necessary legacy application modifications and Tax



Mantra® customizations respectively. The City is involved in the review and acceptance of design documents.

The draft Acceptance Test Scenarios that were prepared during Gap Analysis activities are finalized and accepted by Company and City during this activity. Acceptance Test Scripts based on the finalized Acceptance Test Scenarios are drafted during this activity and finalized during the Configuration and Customization activity.

5.5.3.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Prepare High level design documents	Design documents are prepared by Company in alignment with Gaps identified as needing customizations to base Tax Mantra® software.	P	S
2. Review high level design documents	City in conjunction with Company will review proposed design documents to ensure proposed design will meet City requirements and effectively remediate identified Gaps.	P	P
3. Design Document (for Legacy Application and other city systems)	Design documents are prepared by City in alignment with Gaps identified as needing customizations legacy applications and /or any other city system and for interfaces.	S	P
4. Review Design Document (for Legacy Application and other city systems)	Company in conjunction with City will review proposed design documents to ensure proposed design will effectively remediate identified Gaps needing customizations to legacy applications and /or any other city system and for interfaces.	S	P
5. Finalize Acceptance Test Scenarios	City will work to finalize the details for Acceptance Test Scenarios. Company will review Acceptance Test Scenarios and accept.	S	P
6. Prepare draft Acceptance Test Scripts	City will work to detail out Acceptance Test Scenarios in the form of Acceptance Test Scripts. This will be a detailed, step-by-step account of how to test a particular portion of functionality that should be present in the system including the required input data and expected output for each step. This will also identify the test data required for these Test Scripts.	S	P

5.5.3.2 Constraints and Assumptions

- Design documents will be prepared by Company in accordance with Company standard format.
- Review and Acceptance of Design documents by City will primarily be from the standpoint to confirm that proposed design meets requirements and addresses Gaps identified during Gap Analysis activities.
- Review and Acceptance of Acceptance Test Scenarios by Company will primarily be from the standpoint to ensure that City is taking reasonable steps and detail necessary to test functionality of Tax Mantra® solution. These Acceptance Test Scenarios will be used additionally during System and Integration Testing activities performed by Company during the Configuration and Customization set of activities.

5.5.3.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Design Documents	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2.	Design Document (for Legacy Application and other city systems)	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Final Acceptance Test Scenarios	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
4.	Prepare draft Acceptance Test Scripts	Electronic (MS Word)	Submission of draft Acceptance Test Scripts for review.

5.5.4 Configuration and Customization

This activity covers the configuration and customization of the Tax Mantra® product as per the overall Project plan and in alignment with Gap Analysis document items. The Tax Mantra® baseline solution will be configured so that it can be implemented. Necessary customization components will be coded



and fully tested. Customization includes necessary components to interface to City external systems. This activity includes unit, system, and integration testing activities of the Project for both configured and customized Tax Mantra® solution. This testing will be done at Company location in preparation for the Installation activity that will occur on-site at City.

During this activity Acceptance Test data will begin to be prepared and provided by City. This approach permits the City to define the full extent of the acceptance test, gain assurance that the product is in line with requirements and begin to take ownership of the product.

5.5.4.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Configure Tax Mantra®	Company will configure Tax Mantra® based upon City requirements and items mutually agreed upon and further documented in the Gap Analysis document.	P	None
2. Customize Tax Mantra®	Company will develop necessary components according to Designs created, reviewed, and accepted during the Design activity of the Project and documented in the Design Document.	P	None
3. Prepare Unit Test Plan and Unit Test Cases	Company will define Unit Test Plan and Cases needed to test the customizations created.	P	None
4. Perform Unit Testing	Company will unit test the Tax Mantra® solution to ensure that all customizations are performing as expected and in-line with requirements.	P	None
5. Prepare System Test Plans and System Test Cases	Company will define System Test Plan and Cases needed to test the configurations setup and customizations created.	P	None
6. Perform System Testing	Company will System Test the Tax Mantra® solution to ensure that all configurations and customizations are performing as expected and in-line with requirements.	P	None

	Tasks	Description	Responsibility	
			TCS	City
7.	Extract Data	City will extract subsets of data from legacy system(s). This data will be supplied to Company for the purposes of testing the configured and customized solution. This extract will only include a subset of data from legacy sources. The exact data, the volume of data, and the formats of data will be determined jointly between City and Company. Company will determine if data is usable in testing application.	S	P
8.	Update Training Manuals	Company will update and deliver to City training manuals.	P	S
9.	Installation Manual	Company will deliver base Tax Mantra® installation manual(s).	P	S
10.	Data Dictionary Document	Company will deliver a Data Dictionary giving the details of all database objects such Tables, Views etc and their attributes.	P	S
11.	Update User Manual	Company will update and deliver to the City the User Manual.	P	S

5.5.4.2 Constraints and Assumptions

- Configurations and Customizations will be done based upon designs formulated, reviewed, and accepted in previous Design activity.
- All Unit and System Testing will be solely a Company responsibility. This will be done at Company location and City will perform no testing activities.

5.5.4.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	System Tested Configured and Customized Tax Mantra® application	Application Software	City will provide Acceptance through acknowledgement that it has been delivered to City site.

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	Deliverable	Deliverable Type	Approval Process
2.	Tax Mantra® Training Manuals	Electronic (PDF)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Tax Mantra® Installation Manual	Electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
4.	Tax Mantra® User Manual	Electronic (PDF)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
5.	Extracted Data for Testing purposes	Data in files or tables	Formal Sign-off as part of Acceptance that data has been delivered and is usable by TCS testing team. 5% of data – Accounts, periods.
6.	Data Dictionary Document	Electronic	Formal Sign-off as part of Acceptance that Data Dictionary has been delivered and is usable by City. (Certificate of Acceptance)

5.5.5 Installation and Acceptance

This activity will commence with Company installing the application (previously delivered during the Configuration and Customization activity) in the City test environment. This activity is done in a way that City ITD personnel will provide assistance as needed as well as one-on-one support / mentoring in accordance with the training approach outlined in Appendix C – Training.

TCS will conduct the train-the-trainer sessions for City identified Trainers. In turn, City Trainers will need to provide training to City staff identified as Acceptance Testers and all other users of the system. Technical Training will be provided to ITD technical staff during this activity as outlined in Appendix C – Training.

Acceptance test cases and data, pre-defined by the City Project Team, will be used by the City Acceptance test team to test the configured and customized Tax Mantra®. City will report defects encountered in writing to Company. Once a defect has been identified, it will be categorized and classified based on the guidelines established before the beginning of Acceptance testing in accordance with the Test Plan.

Any unresolved defects pending on the last day of the Installation and Acceptance testing activity will be documented and agreed to by City and Company. The next aspect of this activity is correcting all defects found during the Acceptance Tests.



Resolution of the defects by TCS, as per the established acceptance criteria, will constitute acceptance of the configured Tax Mantra® by the City.

The Acceptance Test activity of the Project will require significant interaction and participation from City personnel. The City is expected to ensure that this activity is completed within the scheduled time. For this, it is very important that City assigns personnel on full time basis for this activity.

For the successful completion of this activity, City will have to make sure that the other applications that need to interface with the application must either be available or be simulated to provide sample data as required by the interface files of the application. Also all hardware and software resources as well as sufficient number of City personnel should be available on a full time basis for participation and completion of this activity.

5.5.5.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Preparation of Test Environment	City ITD staff will work to install necessary hardware and software needed in preparation for installing the Tax Mantra® application.	S	P
2. Install	Company will work with City ITD staff to install Tax Mantra® components into the test environment and verify that all are installed correctly.	P	P
3. Train the Trainers	Company will conduct training for City identified Trainers. This training will include training for Crystal reports.	P	S
4. Update User Manual	Company will update the User Manuals to reflect updates needed based upon training and Acceptance Testing Activities.	P	S
5. User Training	City Trainers will train (minimally) those users that will be conducting Acceptance Testing activities and all other users of the system	S	P
6. Acceptance Test	City identified Acceptance Testers will perform Acceptance Testing activities per the Acceptance Test Plan, Acceptance Test Scenarios, and Acceptance Test scripts. Defects will be captured, logged, and communicated to TCS throughout this process.	S	P

Tasks	Description	Responsibility	
		TCS	City
7.	Acceptance Test Defect / Issue Resolution	P	S
8.	Acceptance Test of Defect fixes	S	P
9.	Approval of Application	P	P

5.5.5.2 Constraints and Assumptions

- Installation of configured and customized Tax Mantra will be done in environment that City has prepared and setup. This task may be begun prior to the start of this activity.
- Both formal classroom and one-on-one mentoring and training will be conducted during this activity.
- Acceptance Testing will begin immediately after the training is completed. There will be no gap between these activities.
- Company and City will work jointly to correctly categorize Acceptance Test defects / issues that are reported.
- Acceptance Testing activities will be limited to the duration as outlined in the Project plan. Any change to this duration for any reason will require a Project Change Management Request.
- Testing of fixes for reported Acceptance Test defects will be limited to the duration as outlined in the Project plan. Any change to this duration will require a Project Change Management Request. In addition, Acceptance Testing activities during this period will be limited to testing of fixes for those defects reported.

5.5.5.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Acceptance of Configured Tax Mantra®	Paper (and electronic MS Word copy)	Formal Sign-off and Acceptance that Tax Mantra ® (configured and customized) modules have been delivered, installed, Acceptance Tested, and identified defects resolved. (Certificate of Acceptance)
2.	Updated User Manual	Electronic (PDF)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Training	Classroom Sessions	Formal Review, Sign-off as part of Activity Acceptance that training has been delivered as planned to City Trainers. (Certificate of Acceptance)

5.5.6 Implementation

Company and the City will carry out this activity jointly and will immediately commence after the completion of acceptance testing of the application. The goal of this activity is to install the Accepted Tax Mantra application in the City's production environment. Company will provide support to the City to conduct the roll out of the application in the City production environment. The City will plan for, prepare, and install the Tax Mantra application in the production environment. Company will provide support to these activities.

5.5.6.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Planning for Production Environment	S	P

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Tasks	Description	Responsibility	
		TCS	City
2.	Preparation of Production Environment	S	P
3.	Verification of Production Environment	S	P
4.	Install in Production Environment	S	P
5.	Final go-live Data Conversion	S	P
6.	Go-Live	S	P

5.5.6.2 Constraints and Assumptions

- Specifications for necessary environment components have been provided to the City and are outlined in Section 7 of this Agreement. Changes to these specifications as a result of Project activities will be communicated to City via formal project communication methods.
- Company will verify and validate necessary components of system environment at City request. Verification will be provided in writing back to City.

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- Additional software or hardware needed by City to setup the environment will be procured by City.
- At a minimum, the environment should be ready for Tax Mantra install before start of Install and Acceptance Testing activity.

5.5.6.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. Implemented Tax Mantra System in Production Environment	Electronic (Software Components)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)

5.5.7 Onsite Support and Warranty

The Post-Implementation Support (Onsite Support) provided to the City consists of on-site Company staff to address troubleshooting and problem resolution when needed. The Company Tax Mantra® one year warranty period and Onsite Support start on Go Live. The three month period of Post-Implementation support overlaps with the first three months of the warranty period. The services provided during the Onsite Support and warranty period will include analysis, troubleshooting, Tax Mantra maintenance releases and documentation updates.

5.5.7.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. On-Site Support	The on-site support person will be based at the City project work area and will be available onsite for issues reported during the three (3) month onsite support period. The support person's activities include analysis, troubleshooting, program code updates, installation media, and documentation updates. Company on-site support staff will work with primary Tax Mantra support group (off-shore) to provide complete support to City.	P	S
2. Warranty	Company will provide one (1) year of warranty support to resolve defects encountered	P	S

5.5.7.2 Constraints and Assumptions

- On-Site Support Period will start on Go-Live. See previous activity description for description of Go-Live.

- On-Site Support Period will end three (3) calendar months after start date. For example, if On-Site Support period starts on August 1, 2010 then On-Site Support period will end on October 31, 2010.
- For the three (3) onsite support period, Company on-site support staff will work with Company Tax Mantra support group (offshore) to provide complete support to the City. During the remaining warranty period, City's interactions will be done through standard Tax Mantra® reporting channels (via Tax Mantra Support email and Tax Mantra phone).
- City staff will be available as needed to support the Company On-Site Support staff during their work hours. This may include after hours during the week and on-weekends.

5.5.7.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	On-Site Support Acceptance	Paper (and electronic MS Word copy)	Formal Sign-off that On-Site Support as outlined in this Statement of Work have been provided to City for a period of three (3) calendar months. (Certificate of Acceptance)
2.	Warranty Support Acceptance	Paper (and electronic MS Word copy)	Formal Sign-off that Warranty as outlined in this Statement of Work have been provided to City for a period of 1 year. (Certificate of Acceptance)

5.6 Data Conversion

The Data Conversion activities consist of multiple sub-activities that will be conducted as a "sub-project" within the core Tax Mantra® implementation. The following sub-activities are covered in this section:

- Data Clean-Up
- Data Conversion Study
- Data Conversion Design
- Data Conversion Development and Testing
- Data Conversion Implementation and Acceptance

As part of the initial contract scope, Company team will conduct a Data Conversion Study as per section 5.6.2 mentioned below. At the end of Data Conversion Study, the final scope of data migration will be frozen. This scope will include the number of years of existing data to be migrated and the type of data that needs to be migrated.

Company team will work out an estimate at the end of Data Conversion Study based on the finalized scope. This estimate will cover Data Conversion Design, Development & Testing and Implementation & Acceptance. This change in scope will be addressed as a Change Order. A final decision on this Change Order must be taken by the City within one week of submission of the Change Order to avoid any impact to the Project cost and overall schedule.

The cost for Data Conversion Study has been included in the Implementation Services cost mentioned in Section 12.1 and cost for remaining Data Conversion phases is included in Section 12.3 of this document.

5.6.1 Data Clean-up

During this activity, City will perform activities to clean-up data that has been identified (previous to Project start) as needing clean-up. This may involve manual or programmatic clean-up activities. It may also involve purging and archiving of data from legacy data source(s) so they are not included in subsequent Data Conversion activities.

5.6.1.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Legacy Data Clean-up	S	P

5.6.1.2 Constraints and Assumptions

- City will use whatever tools, techniques, or manual efforts necessary to clean-up legacy data that they determine applicable.

5.6.1.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1.	Clean Legacy Data	Document of Completion
		Sign off by City Project Manager.

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5.6.2 Data Conversion Study

During the Data Conversion Study activity, TCS will discuss with the City the scope of data conversion. At the end of this activity, the results of the study including the data conversion plan will be documented in the Data Conversion Requirements Analysis (DCRA) document. This will also contain the layout of Intermediate File formats in which the City will provide the existing data as input to the data conversion application. City should review and approve the DCRA document in a timely manner before the start of the subsequent data conversion activity.

Company will prepare a Change Order for doing data conversion based on the inputs captured in this study phase.

5.6.2.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Finalize Intermediate File layouts	Company will work with City to define the layout needed for intermediate data. This intermediate data source will be where City's data will be extracted before Company takes it to pull into Tax Mantra® data stores.	P	S
2. Study existing data and data structures	Company will work with City provided data and data structures to understand how legacy data is stored.	P	S
3. Assess condition of legacy data	Company will work with City to gather and assess portions of representative legacy data to assess how difficult the data will be to migrate. Company will assess both the cleanliness of the data and the structure of the data. City will extract and provide representative samples of jointly agreed upon subsets of data.	S	P
4. Prepare Conversion Requirements Analysis deliverables	Company will define all requirements for data conversion. This will include but may not be limited to: Intermediate File layouts, business rules for conversion, relationships between data elements and between different data structures, and file mapping matrices.	P	S

Tasks	Description	Responsibility		
		TCS	City	
5.	Prepare change order for Data Conversion	Company will work with the City to finalize the scope of Data Conversion.	P	S

5.6.2.2 Constraints and Assumptions

- The Acceptance Test Plan for Data Conversion will be a part of the Tax Mantra® Acceptance Test Plan defined in Gap Analysis activity of the Project.
- City IT and Business teams will participate in the source-target and target-source mappings, and will provide information and clarification to the Company team.

5.6.2.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Data Conversion Requirements Analysis Document	Paper (and electronic MS Word copy)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2.	Approved Data Conversion Change Order	Paper	Formal approval by the City.

5.6.3 Data Conversion Design

This will be taken up only if the Data Conversion Change Order is approved by the City.

During this activity, the primary objective will be to design the data conversion programs including extraction, purification and load programs. This design will be based on the Intermediate File formats defined during the Data Conversion Study activity. At the end of this activity, the results will be documented in Design documents. Prior to the commencement of the subsequent activity, City and Company will review and accept these Design documents.

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5.6.3.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Prepare Data Conversion Design Specifications – Extract Programs & Load Programs	Company will create design specifications for extraction of data from Legacy data source(s) to the intermediate file layouts previously defined during the Data Conversion Study activity. Company will create design specifications for load programs into the Tax Mantra® intermediate Data Base from intermediate files. Company inputs will be from intermediate file layouts previously defined during the Data Conversion Study activity. City will review and approve these specifications.	P	S
2. Prepare Data Conversion Acceptance Test Scenarios	City will work to define Data Conversion Acceptance Test Scenarios that will be used by Acceptance Testers to test the implemented solution using migrated data. Company will provide assistance by providing examples of previous Acceptance Test Scenarios as well as providing answers to questions regarding preparation of scenarios.	S	P

5.6.3.2 Constraints and Assumptions

- The design for the Data Conversion Extract programs will be written by the City. The City team will be responsible for review of the same.

5.6.3.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. Data Conversion Design Document	Paper (and electronic MS Word copy)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
2. Data Conversion Acceptance Test Scenarios	Paper (and electronic MS Word copy)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)

5.6.4 Data Conversion Development and Testing

This will be taken up only if the Data Conversion Change Order is approved by the City.

This activity covers the programming, unit testing and system testing activities of the data conversion application and extraction programs. It includes development of programs using the program specifications, unit testing of these programs and system testing of the application. Technical clarifications for the Project Team will be obtained from City by the TCS on-site coordinator.

5.6.4.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Develop Data Conversion Extraction Programs & Load Programs	Company will code the extraction programs to move Legacy data source(s) to the intermediate file layouts previously defined during the Data Conversion Study activity. Company will also code load programs from moving data into the TM intermediate Database from intermediate files. Company inputs to these programs will be from intermediate file layouts previously defined during the Data Conversion Study activity.	P	S
2. Prepare Unit Test Cases	Company will prepare necessary Unit Test Cases to test extraction and load of migrated data.	P	S
3. Perform Unit Testing	Company will execute Unit Test Cases to confirm modules are performing as expected and per specifications.	P	S
4. Prepare System Test Cases	Company will prepare necessary System Test Cases to test respective multiple components of extraction and load of migrated data.	P	S
5. Perform System Testing	Company will execute System Test Cases to confirm modules are performing as expected and per specifications. System testing will be performed where there are multiple components / modules that need to be executed in succession in order to achieve either the intermediate file layout or creation of data into the intermediate Tax Mantra® Database tables.	P	S

Tasks	Description	Responsibility	
		TCS	City
6. Prepare Data Conversion Test Bed	City and Company will work jointly to handoff data where applicable so that multiple components of the Data Migration design can be run in succession to test overall effectiveness in migrating data. City and Company will work together to determine where this level of preparing the Data Conversion Test Bed is applicable. It is expected that multiple iterations will be run. Each iteration will be run with progressively more data into each iteration.	P	P
7. Provide sample data	City will provide sample data to the Company offshore team to test the extract and load programs. Company will provide feedback on the rejected data to City.	S	P
8. Delivery of Data Conversion Programs	Company will deliver their extraction and load programs to the City test environment for subsequent Implementation.	P	P
9. Prepare Data Conversion Acceptance Test Scripts	City will define the details for the Data Conversion Acceptance Test Scenarios in the form of Acceptance Test Scripts. These scripts will define how the application will be tested with migrated data.	S	P

5.6.4.2 Constraints and Assumptions

- City will test the extraction programs internally before the sample data is provided to Company for testing the load programs.
- Company will test the load programs using manually created data until sample extraction data is provided by City. The manual creation of data will be based upon the specifications of the intermediate file layout and the Data Conversion Study.

5.6.4.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. System Tested Data Conversion Programs	Programs	Formal Sign-off as part of Activity Acceptance that modules have been delivered. (Certificate of Acceptance)

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	Deliverable	Deliverable Type	Approval Process
2.	Data Conversion Acceptance Test Scenarios	electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)
3.	Data Conversion Acceptance Test Scripts	electronic (MS Word)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)

5.6.5 Data Conversion Implementation and Acceptance

This will be taken up only if the Data Conversion Change Order is approved by the City.

The acceptance testing of the application with converted data and the acceptance testing of the configured and customized Tax Mantra® product will be carried out independently. The acceptance of the data conversion application should be completed before the start of Tax Mantra® acceptance testing.

This activity will commence with Company installing the data conversion application at City's site in the test environment. City is expected to arrange that the acceptance testing using converted data commence immediately, using the acceptance test cases and associated data supplied to Company earlier. Defects reported by City, in writing during this period, will be rectified as per the mutually agreed acceptance criteria. City may have to modify extraction programs and Company may have to modify load programs based upon situations encountered. This activity of the Project will require significant interaction and participation from City personnel. City is expected to ensure that this activity is completed within the scheduled time.

5.6.5.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Install Data Conversion Programs	P	P
2.	Provide Sample data	S	P

	Tasks	Description	Responsibility	
			TCS	City
3.	Acceptance Testing of Data Conversion Programs	The data conversion extract and load programs will be executed. The loaded data in Tax Mantra® database will be verified by the City. The City will accept the programs based on the test scripts defined earlier.	S	P
4.	Resolve and Verify reported defects	All rejected records and other errors will be analyzed. The errors in Data Conversion Programs will be fixed by the Company. City will provide necessary support and guidance in analyzing the issues.	P	P
5.	Resolve and Verify identified data clean-up	City will resolve all issues and errors related to data clean-up and purification.	S	P
6.	Sign-off and Acceptance of Data Conversion Programs	City will provide an acceptance of the Data Conversion programs.	S	P
7.	Mock Conversion with Incremental volume of data	Complete cycles of extraction and load routines will be done for 5% of data, 50% of data and 100% of data to be converted.	P	P

5.6.5.2 Constraints and Assumptions

- The acceptance of Data Conversion will be dependent on both the extraction and the load programs.
- Interaction is very high during this activity to perform troubleshooting, analysis, and solution identification between City business and ITD staff and Company.

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5.6.5.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. Acceptance of Data Conversion Programs	Paper (and electronic MS Word copy)	Formal Sign-off as part of Activity Acceptance that data conversion modules have been delivered, installed, and run to convert data. Further that Acceptance Tests against migrated data were successful by the City.(Certificate of Acceptance)

5.7 Imaging

The Imaging activities consist of multiple sub-activities that will be conducted as a “sub-project” within the core Tax Mantra implementation. The following activities are covered in this section:

- Requirements Definition / Detailed Design
- Development / Customization
- Installation
- Training
- Acceptance Testing
- Post Acceptance Testing Support

5.7.1 Requirements Definition / Detailed Design

5.7.1.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1. Requirements Definition	The first section of the RD/DD combined document listing the solution requirements that will be tested during Acceptance	P	S
2. Forms Redesign Workshop	Recommendations regarding the redesign of standard forms to optimize automated ICR/OCR recognition; included in RD/DD	P	S
3. Create Detailed Specifications	Final System Design specifications that will document the customization of the iCapture.	P	S



5.7.1.2 Constraints and Assumptions

- City will provide in advance of the Forms Redesign effort samples of the current forms that are in use today.
- The City will maintain the responsibility for the final design of all forms and for the normal reproduction of these forms to support tax operations
- City Subject Matter Experts must be available as required during the interviews and working sessions to complete the RD/DD.

5.7.1.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Requirements Definition and Design Document (RD/DD) including Forms Redesign Specifications	Paper (and electronic MS Word copy)	Formal Review, Sign-off as part of Activity Acceptance. (Certificate of Acceptance)

5.7.2 Development / Customization

5.7.2.1 Tasks

	Tasks	Description	Responsibility	
			TCS	City
1.	Perform Customization of Imaging Application Components	Once the City approves the final RD/DD the iCapture software is customized in accordance with this document	P	S
2.	Factory Acceptance Test	Factory Acceptance Test (FAT) will be conducted at the Impression facilities in Walnut Creek, California. Company and City staff may participate in this activity.	P	S
3.	Create Distribution Release	On completion of FAT, a complete distribution release media will be developed and tested to support the on-site installation and integration.	P	S

5.7.2.2 Constraints and Assumptions

- City and Company staff may participate in the FAT activities. Company and City will be responsible for the travel and lodging expenses of their respective staff.
- The forms that will be used for final Acceptance must be available at least two weeks prior to the start of FAT, whether redesigned or “as-is”.
- Customization and FAT activities will be done based on the approved RD/DD document accepted in the previous activity.
- City will be required to provide FAT materials based on the approved RD/DD, including the versions of the final forms to be processed.

5.7.2.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Delivered Distribution Release	Electronic	Formal Sign-off as part of Activity Acceptance that Distribution Release has been delivered.(Certificate of Acceptance)

5.7.3 Installation

5.7.3.1 Tasks

	Tasks	Description	Responsibility	
			TCS	City
1.	Installation and Preparation of Target Imaging Environment	All required hardware as defined within the RD/DD including the defined Operating systems, backup software, domain security / privileges, networks are setup by City in preparation for installation of Imaging Components.	S	P
2.	Install of Imaging Components	The Distribution Release created in the previous activity is used to install the iCapture and Imaging components onsite at City. At its discretion, ITD staff of City is invited to participate in the required installation and integration tasks as these individuals will have an on-the-job training (OJT) opportunity.	P	S

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Tasks	Description	Responsibility	
		TCS	City
3.	Deliver Documentation Documentation for Imaging Components is delivered to City. The following will be delivered: <ul style="list-style-type: none"> • iQueueMonitor Configuration Guide • iNetDispatch Configuration Guide • iEditor Configuration Guide • iStatViewer Configuration Guide • iQMonitor User Guide • iScan User Guide • iEditor User Guide • iStatViewer User Guide 	P	S

5.7.3.2 Constraints and Assumptions

- Install will be to single "physical" environment at City and the City will be responsible for the installation, configuration and unit testing of the planned Data Capture and Imaging infrastructure per the requirements of the approved RD/DD.
- The City will be responsible for all networking and communications per the requirements of the RD/DD.
- Multiple "logical" environments can be configured during install if specified within the approved RD/DD and supported by the installed City infrastructure.
- City is responsible for the definition of the roles-based security model for system end users and the configuration of this model within the Active Directory supporting the designated Data Capture and Imaging domain.
- City staff will be available to assist in the resolution of any infrastructure issues or defects during the installation period.

5.7.3.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Documentation	Paper	Formal Sign-off as part of Activity Acceptance that Imaging Documentation has been delivered. (Certificate of Acceptance)
2.	Installed Imaging Components	Electronic	Formal Sign-off as part of Activity Acceptance that Imaging Components have been installed. (Certificate of Acceptance)

5.7.4 Training

5.7.4.1 Tasks

	Tasks	Description	Responsibility	
			TCS	City
1.	Training Participants	City will need to identify participants for training and ensure they are scheduled on needed days.	S	P
2.	Prepare Training Materials	Company will prepare training materials to be used in training for Data Capture and Imaging hardware and software.	P	S
3.	Prepare Training Environment	City will setup and schedule the training classroom. Access to the Data Capture and Imaging environment and needed setup will be done prior to the classes.	S	P
4.	Conduct Training	Onsite training that is comprised of both formal classroom sessions and 'hands-on' practice so that the designated staff can become proficient in the management, operations and support of the delivered Imaging components.	S	P

5.7.4.2 Constraints and Assumptions

- City will need to prepare / schedule classrooms for training. This includes a workstation for each attendee connected to the LAN.

- All classes are limited to a maximum of five (5) attendees.
- Company will work with City to identify staff to attend training. This should include City staff who will be responsible for training additional staff (due to class size limits) as well as future City staff. This will be a “Train-the-Trainer” approach for the use of the installed imaging solution.
- Training will be done using the previously installed environment of the City.

5.7.4.3 Exit Criteria

Deliverable		Deliverable Type	Approval Process
1.	Training Materials	Paper / Electronic	Formal Sign-off as part of Activity Acceptance that Training Materials have been delivered.(Certificate of Acceptance)
2.	Training Sessions	Classroom Sessions	Formal Sign-off as part of Activity Acceptance that classroom training sessions have been held with City staff.(Certificate of Acceptance)

5.7.5 Acceptance Testing

5.7.5.1 Tasks

Tasks	Description	Responsibility	
		TCS	City
1.	Prepare Acceptance Test Scripts based on the approved RD/DD	P	S
2.	Execute the Data Capture and Imaging Test Scripts of the Acceptance Test Plan	P	S

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5.7.5.2 Constraints and Assumptions

- Internal Company System level testing completed and no identified defects that would prevent the successful completion of Acceptance Tests.
- Training completed.
- All required test materials for the execution of each test prepared by the City and ready for use.
- City staff available as required throughout the duration of the Acceptance Tests.

5.7.5.3 Exit Criteria

	Deliverable	Deliverable Type	Approval Process
1.	Acceptance Test Plan Scripts	Paper / Electronic	Formal Sign-off as part of Activity Acceptance that Acceptance Test Plan Scripts have been delivered.(Certificate of Acceptance)
2.	Acceptance Test Materials	Paper / Electronic	Formal Sign-off as part of Activity Acceptance that Acceptance Test Plan Material have been prepared and used as part of Acceptance Testing. (Certificate of Acceptance)
3.	Acceptance of iCapture and Imaging Application	Electronic	Formal Sign-off as part of Activity Acceptance that iCapture and Imaging applications have been accepted. (Certificate of Acceptance)

5.7.6 Post Acceptance Test Support

5.7.6.1 Tasks

Tasks	Description	Responsibility		
		TCS	City	
1.	Onsite support	Company, through Company Imaging Subcontractor, Impression Technology, will provide 5 days of onsite support once the application has been accepted by the City. This on-site support can be scheduled any time after AT but it must be 5 continuous days on-site.	P	S



Tasks	Description	Responsibility		
		TCS	City	
2.	Onsite Support – Tax Mantra Go Live	Company, through Company Imaging Subcontractor, Impression Technology, will provide 5 consecutive days of onsite support during implementation of Tax Mantra®. Additional on-site support can be scheduled any time after AT but it must be 5 consecutive days on-site..	P	S
3.	Warranty Support	TCS will provide one (1) year of warranty support to resolve defects encountered	P	S

5.7.6.2 Constraints and Assumptions

- Acceptance Testing successfully completed.
- Warranty period begins with production operations of Data Capture and Imaging.
- Five (5) days of on-site support must be scheduled a minimum of two weeks in advance.

5.7.6.3 Exit Criteria

Deliverable	Deliverable Type	Approval Process
1. Onsite Support (At Imaging Go Live)	Services	Completion of 40 hours of support after Acceptance Test;
2. Onsite Support (At Tax Mantra Go Live)	Services	Completion of 40 hours of support after Acceptance Test;
3. Warranty	Services	Support for City staff in accordance with the Impression Technology Maintenance and Support Plan.

6. Project Schedule and Cost

6.1 Project Schedule

A high level schedule of the Tax Mantra® Solution is provided in the Appendix D. The schedule will be refined and become more detailed during the Project. The

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schedule may be amended to increase scope only upon mutual agreement between Company and the City, as described and approved in a Change Request, with equitable adjustment.

6.2 Project Detailed Cost

Project scope has been defined by the City and Company. Based upon professional experience, Company has provided the City with estimates of the work effort required to successfully complete this Project. As a result, Company is expected to provide the level of work effort and associated pricing as stated within this agreement. If either party modifies the scope of this Project it will be documented using the Project Change Control Process and be mutually agreed to by Company and the City. The impact of changes on the Project Schedule and cost will be documented as part of the change control process and will be incorporated as part of the change control request and approval process.

Company will provide the professional services and training services identified in this Statement of Work on a fixed price basis as specified in the Appendix E along with the payment schedule.

Invoices will be submitted along with Project Deliverables due from Company. Payment will be due forty five (45) days after submission of invoice.

Expenses have been included within Company's' fixed price. The City will not be charged for any expenses incurred by Company. However, the City will pay actual expenses for any travel required outside the City if required as part of this Project.

7. Server Hardware and Software Requirements

The hardware configuration listed below is specific to the Licensed Software and applies to a dedicated hardware and software environment. These sizing will be reviewed as part of the Gap Analysis activity.

7.1 System Server Sizing

Server sizing is based on the number of users, service points, quantity of on line history and level of customization. Company recommended server sizing is based on a Company projected load of 50 users.

7.2 TCS Recommendation

Based upon these sizing considerations Company has recommended the following minimum server configurations. Company has reviewed and confirmed that the following configurations will support the use of the Licensed Software. The City will work with Company on a final configuration during Project Initiation and the Gap Analysis Activities.

The following diagram and table captures notes associated with the Tax Mantra® system diagram. Please note that specifications are for the PRODUCTION Tax Mantra® environment and include all components proposed for the City including:

- Tax Mantra
- E-Tax



Tax Mantra® Glendale - Statement of Work

- Imaging (includes iCapture)

Company recommends that for the separate Test / Development environment the specifications follow those as outlined for the Production environment. This will ensure that application and performance testing will reflect "production like" environment.

The following table describes third party software required to deploy Tax Mantra® and e-Tax solution.

The City may elect to operate Tax Mantra® in a Virtual Machine environment. If required, Tax Mantra® operates in a Virtual Machine environment.

Additionally, the City may elect to deploy Tax Mantra® on SQL Server 2008, Windows Server 2008 operating system. Company will work with the City to evaluate the feasibility of a deployment of Tax Mantra® on SQL Server 2008 and Windows 2008. Tax Mantra® can meet these requirements but analysis of third party components must be conducted to determine if they are qualified to run under SQL Server 2008 and Windows Server 2008.

Company will prepare and present the City with a final listing of all necessary software as determined during Gap Analysis.

Tax Mantra	
Adhoc Reports	COGNOS
Application Server	Weblogic 9.3
Web Server	Microsoft IIS 6.0
Internet security	SSL certificate
Database	SQL Server 2005
Canned Reports and Correspondence	Crystal Report Designer & Crystal Report Server to be supplied by the Company. ¹
E-Tax	
Application Server	Tomcat 5.5
Web Server	Microsoft IIS 6.0
Internet security	SSL certificate

¹ Crystal Report Designer and Crystal Report Server to be supplied by the Company

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Database	SQL Server 2005
Imaging	
Database	SQL Server 2005
Document Management	WebXtender
Ad Hoc and Custom Reporting	
Adhoc Reports	Crystal Report designer & Crystal report server XI

Table 1: Third Party Software

The following table describes the recommended hardware for Production environment:

Hardware	Software Installed	Purpose	Quantity
(Pentium, Xeon MP 3.33GHz, 1MB) X 4; 36.4GB X 810K-rpm SCSI HS SL HDD; 8GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition Application Server: Weblogic 9.3 	Application Server for Tax Mantra®	2
(Pentium, Xeon MP 3.33GHz, 1MB) X 2; 36.4GB X 810K-rpm SCSI HS SL HDD; 4GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition HTTP (IIS 6.0) server 	Web Server for Tax Mantra®	1
(Pentium, Xeon MP 3.33GHz, 1MB) X 2; 36.4GB X 810K-rpm SCSI HS SL HDD; 4GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition Crystal Report Server XI Rel 2 	Report Server for Tax Mantra®	1
(Pentium, Xeon MP 3.33GHz, 1MB) X 4; 36.4GB X 810K-rpm SCSI HS SL HDD; 8GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition Database Server: SQL Server 2005 SP2 	Database server	2
(Pentium, Xeon MP 3.33GHz, 1MB) X 2; 36.4GB X 810K-rpm SCSI HS SL HDD; 4GB RAM	<ul style="list-style-type: none"> Operating System: Windows 2003-Enterprise edition Application Server: Tomcat 5.5 	E~Tax Application Server	2
(Pentium, Xeon MP 3.33GHz, 1MB) X 2; 36.4GB X 810K-rpm SCSI	<ul style="list-style-type: none"> HTTP (IIS 6.0) server 	E~Tax Web Server	1

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HS SL HDD; 4GB RAM			
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Table 2: Recommended Hardware – Tax Mantra®

Tables 11, 12, and 13, which follow, provide the preliminary specifications for all required Imaging solution hardware. These specifications will be fully determined during the Detailed Design. Table 11 provides the information on a Kodak scanner that has been successfully used on the other similar projects. Tables 12 and 13 provide the preliminary specifications for the two recommended iCapture Servers and these specifications will also be confirmed with the City during the design phase of the engagement.

iCapture Scan Station Hardware	Description	Quantity
PC	Intel® Core™2 Duo Processor E6300 (2MB L2 Cache, 1.86GHz, 1066 FSB), 1GB RAM, 160GB ATA HD with 20" Flat Panel Monitor	2
Scanner	Kodak i260 Scanner Document Capture Scanner	2
Options	Kodak i200 (i250 i260 i280) Scanner Series Kodak Dockable Flatbed	2

Table 3 Recommended Scanning Subsystem Hardware

iCapture Image Server Hardware	Description	Quantity
PowerEdge 1950 III	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	1
Additional Processors	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	
Memory	8GB 667MHz (4x2GB), Dual Ranked DIMMs	
Backplane	1x2 Backplane for 3.5-inch Hard Drives	
Hard Drive Configuration	Integrated SAS/SATA No RAID, SAS 5/i Integrated	
Primary Controller	SAS 5/i Integrated, No RAID	
2nd Controller and HBAs	None	
Primary Hard Drive	146GB, SAS, 3.5-inch, 15K RPM Hard Drive	
2nd Hard Drive	146GB, SAS, 3.5-inch, 15K RPM Hard Drive	
3rd Hard Drive	None	
4th Hard Drive	None	

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Network Adapter	Dual Embedded Broadcom® NetXtreme II 5708 Gigabit Ethernet NIC	
PCI Riser	Riser with 2 PCIe Slots	
Chassis Configuration	Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal	
Tape Backup Software	None	
Operating System	Windows Server® 2003 R2, Standard Edition, Includes 5 CALs	
Documentation	Electronic Documentation and OpenManage CD Kit	
Additional Documentation	None	
Bezel	Rack Bezel	
Power Supply	Redundant Power Supply with Y-Cord	
Remote Management	Dell Remote Access Card, 5th Generation for PowerEdge Remote Management	
CD/DVD Drive	24X IDE CD-ROM	
Server Accessories	None	
Mouse	No Mouse Option	
Hardware Support Services	3Yr GOLD ENTERPRISE SUPPORT: 7x24 HW/SW, Escalation Mgmt, 4hr 7x24 Onsite	

Table 4 iCapture Image Server Preliminary Specifications

iCapture SQL Server Hardware	Description	Quantity
PowerEdge 1950 III	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	1
Additional Processors	Dual Core Intel® Xeon® E5205, 6MB Cache, 1.86GHz, 1066MHz FSB	
Memory	8GB 667MHz (4x2GB), Dual Ranked DIMMs	
Backplane	1x2 Backplane for 3.5-inch Hard Drives	
Hard Drive Configuration	Integrated SAS/SATA No RAID, SAS 5/i Integrated	
Primary Controller	SAS 5/i Integrated, No RAID	
2nd Controller and HBAs	None	
Primary Hard Drive	146GB, SAS, 3.5-inch, 15K RPM Hard Drive	
2nd Hard Drive	146GB, SAS, 3.5-inch, 15K RPM Hard Drive	
3rd Hard Drive	None	

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4th Hard Drive	None	
Network Adapter	Dual Embedded Broadcom® NetXtreme II 5708 Gigabit Ethernet NIC	
PCI Riser	Riser with 2 PCIe Slots	
Chassis Configuration	Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal	
Tape Backup Software	None	
Operating System	Windows Server® 2003 R2, Standard Edition, Includes 5 CALs	
Documentation	Electronic Documentation and OpenManage CD Kit	
Additional Documentation	None	
Bezel	Rack Bezel	
Power Supply	Redundant Power Supply with Y-Cord	
Remote Management	Dell Remote Access Card, 5th Generation for PowerEdge Remote Management	
CD/DVD Drive	24X IDE CD-ROM	
Server Accessories	None	
Mouse	No Mouse Option	
Hardware Support Services	3Yr GOLD ENTERPRISE SUPPORT: 7x24 HW/SW, Escalation Mgmt, 4hr 7x24 Onsite	

Table 5 iCapture SQL Server Preliminary Specifications

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8. Appendix A - Functions and Features

The functions and features are defined in the RFP and in the Company response to RFP requirements. The functions and features originally defined in the RFP and further refined and detailed in the subsequent Company response to RFP requirements (Dated June 4, 2009 Proposal), are attached to this document and form the basis for the work to be performed under this SOW.



9. Appendix B – Interfaces

The following interfaces will be implemented as part of the customization for the City:

- (1) **PeopleSoft GL (v 8.8)** - Tax Mantra® needs to interface with PeopleSoft v 8.8. This includes interface with PeopleSoft GL and interface for passing data on business refunds to the PeopleSoft payables management system. There will be one interface file for GL and one interface file for Refunds.
- (2) **System Innovators-iNovah Cashiering** - Tax Mantra® needs to interface with iNovah Cashiering system. There will be one interface file for iNovah Cashiering interface.

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10. Appendix C – Training

The following describes the suggested training methodology approach for the City.

Training Approach

The City is dedicating full time resources to the Tax Mantra® project. One objective to this commitment of staff is to begin the process of the City staff taking ownership of the system before, during and, most importantly, after implementation. Company encourages and appreciates this level of support to the Project.

Further, Company recommends that City staff be actively involved in the user training of Tax Mantra®. Experience has shown that system acceptance is achieved with better results through a Train-the-Trainer approach. For City, Company is proposing a Train-the-Trainer approach. Under this approach, system ownership occurs during the train the trainers sessions and in the user training sessions, the users are more comfortable learning and collaborating with their peers. Company has successfully followed this approach for multiple client engagements.

Training is provided to key City staff and these staff members will be responsible for training other City staff as identified by the City. It is recommended that the set of trainees trained by the Company staff include Project Team Members, Administrative staff and staff with Tax Processing experience.

In addition to the “trainers” identified by the City to participate in training, the City will need to identify a Training Manager. The Training Manager from the City will be responsible for certain administrative functions such as attendance, class reporting and others. In order to assure a quality training experience, Company recommends a class size of no more than ten (10) participants. Courses will be conducted interactively, with students performing the tasks on their workstations after the trainer has discussed them. The trainer will lead the students through the tasks.

Company will conduct one 5 day session for Tax Mantra® training including e-tax, administration and configuration training for upto 10 participants. This will be a five (5) day training course conducted together for the ten (10) users.

Company will also provide Crystal Reports developer training for up to ten (10) users to enable them to design new reports and forms in Crystal Reports and configure the same in Tax Mantra®. This will be a three (3) day training course conducted together for the ten (10) users.

Company requests that classroom facilities be fully operational no later than one week prior to commencement of training. Both training of the City trainers and subsequent training of all City staff will be coordinated with other Project tasks and will be conducted prior to testing of the system.

Training Plan

Implementation of the training plan will include the following steps and be part of the detailed plan for the entire Project:

- Identify City Training Manager
- Identify City Trainers
- Identify City staff to be trained



- Define / Discuss training environment needs
- Assess training material updates
- Update training materials as needed
- Deliver training materials
- Assist in mapping City staff to roles
- Update course content, based on any specific customization
- Confirm course to role course mappings
- Deliver training to City Trainers
- Assist in evaluating City Trainer effectiveness

Training Methods

Training will be delivered with a combination of Classroom training, Hands On training, One on One Support/Mentoring, and Technical Training.

- **Classroom Training:** The classroom training sessions are those in which the audience will be assembled in a classroom and the Company personnel will conduct classroom style training. These sessions will comprise presentations, demonstrations and clarifications, based on either the functional prototype or the application, if the training environment is available at the time of these sessions. The training manuals will be the training aid for conducting these sessions. This will also include training for Tax Mantra® product and design reports using Crystal Reports Designer.
- **Hands-On Training:** Hands on Training will be conducted by the onsite support Company staff on the job.
- **One-on-One Support / Mentoring:** This training will involve a City resource being involved side-by-side with the Tax Mantra® support person. This will aid in knowledge transfer and build up of application knowledge.
- **Technical & Administration Training:** The technical & administration training sessions will be conducted in the same way as that of the classroom training except the audience in the technical training session will be the IT Staff. These sessions are targeted to those responsible for operations of the system. Primary attendees will be IT. However, business experts may attend the session on Correspondence Maintenance.

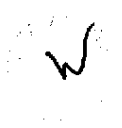
Impression Formal Training Courses

The Table below provides a description of the formal Training Classes that will be conducted by Impression Technology.

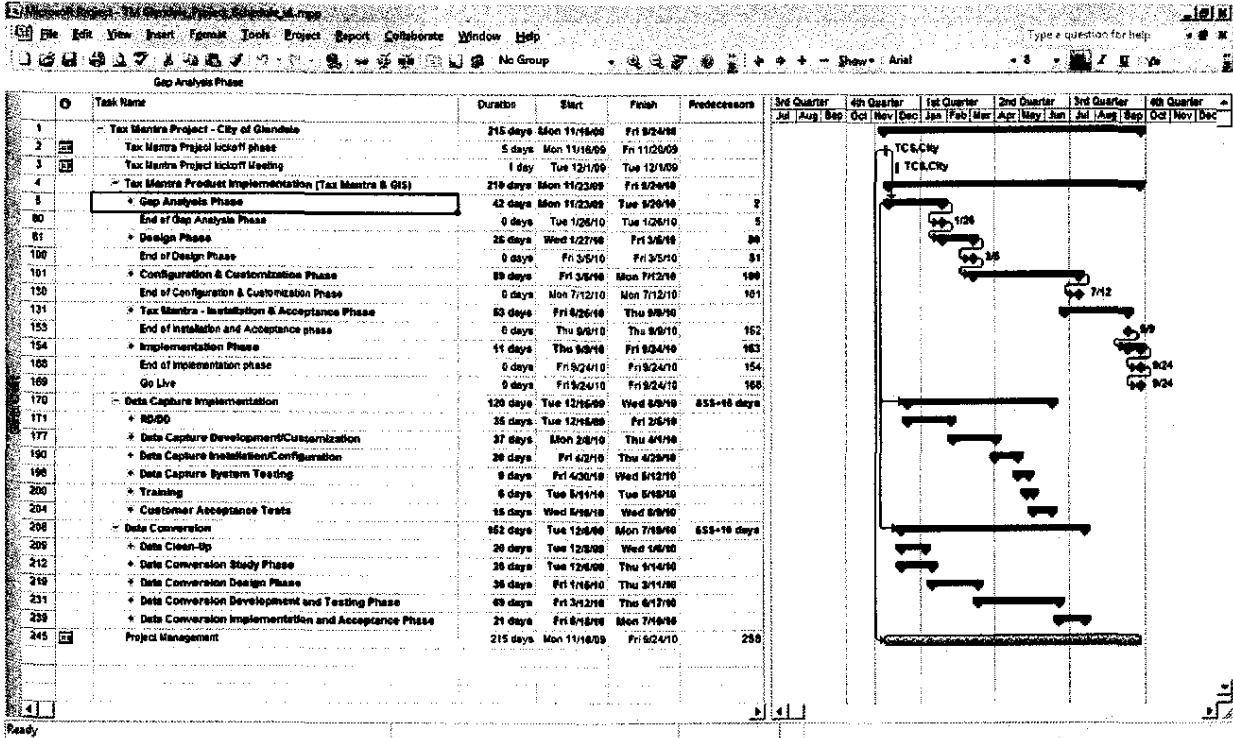
Courses Title	Duration	Prerequisite	Description
<i>IQMonitor</i> User Training	½ day	Students should have	This course introduces <i>ICapture</i> and the related components to the key data

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Courses Title	Duration	Prerequisite	Description
		experience including the use of a mouse prior to attending this class.	entry managerial or supervisory staff. It will cover all aspect of monitoring the system using the <i>IQMonitor</i> utility.
<i>iStatViewer</i> User Training	½ day	Students should have Windows experience including the use of a mouse prior to attending this class.	This course introduces <i>iStatViewer</i> and <i>iStatistics</i> to the potential users interested in generating reports to evaluate performance and productivity of users and processes on the system.
<i>iCapture™</i> Administration Training	2 days	Students should have basic Windows 2003 server and XP workstation administration experience.	This course introduces <i>iCapture™</i> and the related components to the system administrative and development staff. It will cover all aspect of configuring, monitoring, and troubleshooting the system.
<i>iFormEdit</i> User Training	½ day	Students should have Windows experience including the use of a mouse prior to attending this class. Basic knowledge of programming language may be useful.	<i>iFormEdit</i> is a form definition tool that is used to introduce forms into the system. It allows the form administrator and development staff to map and associate various field attributes to specific region of the form image for the purpose of recognition and data capture. A well-defined and carefully thought-out form definition will improve the recognition accuracy, and the system throughputs.
<i>iSL</i> Developer Training	½ day	Some programming language experience may be useful.	Form related, application-specific business rules may easily be expressed in <i>iSL</i> and captured data may be validated and "scrubbed" before presentation to <i>iEditor</i> operators or export. This course will introduce the <i>iSL</i> language syntax, built-in functions, development approach, and troubleshooting techniques.



11. Appendix D – Project Schedule



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12. Appendix E – Project Cost

12.1 Mandatory - Core Solution

Component	Cost
Tax Mantra® License Fees (40 Full User License and 20 Read Only – Casual User License)	\$443,800
Implementation Services (Tax Mantra and Imaging)	\$1,312,576
Total	\$1,756,376

- (1) The License fees for 40 full access named user license and 20 Read Only Users for Tax Mantra®.
- (2) The Imaging software License Fee and AMC are licensed and contracted with Impression Technology and payable directly to Impression Technology and is not included in this cost.
- (3) The Implementation Services mentioned above does not include Data Conversion Design, Data Conversion Development & Testing, and Data Conversion Implementation & Acceptance
- (4) Additional 5 days from Impression staff during Tax Mantra® Go Live have been included based on the rates mentioned in section 12.11 of this document

12.2 Mandatory - Annual Maintenance - Years 1 & 2

Support Year	Duration	Cost
Support Year 1 - Bronze Level	One Year	\$147,300
Support Year 2 - Bronze Level	One Year	\$147,300

- (1) The Annual Maintenance cost for Support Years 1 & 2 is payable in advance at the start of 1st year of Annual Maintenance Support.

12.3 Optional – Data Conversion

The total cost for Data Conversion will not exceed the amount mentioned below provided the scope of data conversion does not change from what is mentioned in the RFP and in Company Proposal to the City.

Component	Cost
------------------	-------------

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Data Conversion – Design, Development, Testing, Implementation & Acceptance \$164,774

12.4 Optional – Additional Component, Interfaces

Component	Cost
Management Dashboard Implementation Services	\$82,588
Interface with Hansen 7.7	\$25,187
Total Optional component Cost	\$107,775

- (1) The pricing for the optional components listed above is valid for sixteen (16) months from Project start which is at the Project Kickoff Meeting. Company may revise these prices after this period of sixteen (16) months.
- (2) Company offers the Management Dashboard at a no charge for the License Fees. Company will meet with the City to determine appropriate level of Support and corresponding AMC cost, based on City specific requirements.

12.5 Optional - Additional Tax Mantra® Training

The optional training for Tax Mantra will be priced as follows for each module. Each training session is for up to 5 users.

Per Module Charge

Course ID	Description	Duration	Services Cost	Material Cost	Total Cost
TM001	Overview	½ Day	\$1,485	\$165	\$1,650
TM002	Taxpayer Registration	½ Day	\$2,610	\$290	\$2,900
TM003	Payment Processing	½ Day	\$2,610	\$290	\$2,900
TM004	Taxpayer Accounting	1 Day	\$4,860	\$540	\$5,400
TM005	Correspondence	½ Day	\$1,710	\$190	\$1,900
TM006	Case Management	¾ Day	\$2,610	\$290	\$2,900
TM007	Utilities	¼ Day	\$1,485	\$165	\$1,650

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TM008	Configuration	½ Day	\$2,610	\$290	\$2,900
TM009	Security	¼ Day	\$1,485	\$165	\$1,650
TM010	Technical Administrative	¼ Day	\$2,610	\$290	\$2,900
TM011	e-Tax	½ Day	\$2,835	\$315	\$3,150

Additional Fixed Charge

Up to 5 days of continuous training \$2,000

- (1) The fixed charge is payable in multiples of \$2,000. E.g. if the training is for one through five days, then \$2000 will be charged. If the training is for 6 through 10 days, then \$4,000 will be charged, and so on.
- (2) The Training charges are payable in advance.

12.6 Optional – Annual Maintenance for Support Years 3 to 5

Support Year	Duration	Cost
Support Year 3 - Bronze Level	One Year	\$151,719
Support Year 4 - Bronze Level	One Year	\$157,788
Support Year 5 - Bronze Level	One Year	\$165,677

- (1) The Annual Maintenance cost for years 3 through 5 is payable at the beginning of each year.

12.7 Optional – Annual Maintenance for Support Years 6 to 10

If the City elects to exercise a Five (5) Year extension to Maintenance after the first five (5) years of AMC support, Company is offering these maintenance services at the following costs

Support Year	Duration	Cost
Support Year 6 - Bronze Level	One Year	\$173,961
Support Year 7 - Bronze Level	One Year	\$182,659
Support Year 8 - Bronze Level	One Year	\$191,792
Support Year 9 - Bronze Level	One Year	\$201,382
Support Year 10 - Bronze Level	One Year	\$211,451

- (1) The Annual Maintenance cost for years 6 through 10 is payable at the beginning of each year.

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12.8 Optional – Annual Maintenance for Future Support Years

The City may exercise an option for additional Maintenance in increments of five (5) years as defined in Section 2.12 of the Master Services Agreement

12.9 Optional – Additional Licenses for Tax Mantra®

Blocks of Users	License Fee	
	Full Time	Read Only
1	\$ 7,200	\$ 3,600
5	\$ 34,500	\$ 17,250
10	\$ 69,000	\$ 34,500
20	\$ 131,100	\$ 65,550
30	\$ 191,475	\$ 95,738
40	\$ 248,400	\$ 124,200

- (1) The AMC will increase when license for additional users is sought by the City. The increment in the yearly AMC will be worked out when the City opts for these licenses.
- (2) The total number of casual read only user licenses cannot exceed the number of full user licenses purchased by the City at any time.

12.10 Cost for Escalation of Priority Items

The City has opted for Bronze level AMC. The City may want to escalate a problem ticket to be addressed at the Silver or Gold service levels. The list below provides the costs for moving a Priority One (1) item to Silver or Gold levels.

Escalation Level	Cost
Severity I - Bronze to Silver	\$2,800 per item
Severity I - Silver to Gold	\$5,500 per item
Severity I – Bronze to Gold	\$8,300 per item

- (1) The escalation cost is payable as soon as City requests for an item to be escalated. The service level for the escalated item will be measured from the time of escalation.

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12.11 Time and Material Rates

Hourly Rates for Project Management	\$125
Hourly Rates for Analysis & Design Services	\$105
Hourly Rates for Programming	\$85
Impression Technology Support (Contiguous Five (5) Days)	\$11,690

12.12 Project Payment Milestones

The payment milestones are based on submission of Company deliverables to the City. The City deliverables have been included in this table only for completeness.

Activity	Submission of Deliverable(s)	Amount
Tax Mantra® Core Product Implementation, e-Tax and Data Conversion		
Project Kick-off / Initiation	<ul style="list-style-type: none"> Project Kick-off Meeting Presentation Project Kick-off Meeting Draft Project Schedule Acceptance Criteria (City / Company) Tax Mantra® Base User Manuals 	\$65,287
Gap Analysis	<ul style="list-style-type: none"> Acceptance Test Plan (City) Gap Analysis Document Draft Acceptance Test Scenarios (City) 	\$97,930
Data Conversion Study	<ul style="list-style-type: none"> Data Conversion Requirements Analysis Document 	\$46,704
Design	<ul style="list-style-type: none"> Design Documents Final Acceptance Test Scenarios (City) Draft Acceptance Test Scripts (City) 	\$97,930
License (billed at end of Design)	<ul style="list-style-type: none"> Delivery of Tax Mantra® License 	\$443,800
Configuration and Customization	<ul style="list-style-type: none"> System Tested Configured and Customized Tax Mantra Application Tax Mantra® Training Manuals Tax Mantra® Installation Manual Tax Mantra® User Manual 	\$261,148
Installation and Acceptance	<ul style="list-style-type: none"> Acceptance of Configured Tax Mantra® Application Updated Tax Mantra® User Manual Training 	\$130,574

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Activity	Submission of Deliverable(s)	Amount
Implementation	<ul style="list-style-type: none"> Implemented Tax Mantra® System in Production Environment 	\$195,955
Onsite Support & Warranty	<ul style="list-style-type: none"> At the Start of Onsite Support and Warranty 	\$110,477
Tax Mantra®, e-Tax- License and Implementation Services & Data Conversion Total		\$1,449,805

Impression iCapture Services (does not include License fee for the Impression Software, which will be paid directly by Customer to Impression Technologies)

RD / DD	<ul style="list-style-type: none"> Requirements Definition and Design Document, including Forms Redesign specifications. 	\$52,308
Development / Customization	<ul style="list-style-type: none"> Delivered Distribution Release (Customization completed, validated through internal FAT) 	\$78,462
Installation	<ul style="list-style-type: none"> Installed iCapture Applications Documentation 	\$39,231
Training	<ul style="list-style-type: none"> Training Hand-Outs/Materials Training Sessions 	\$39,231
Acceptance Testing	<ul style="list-style-type: none"> Acceptance Test Plan Scripts Acceptance Test Materials Accepted iCapture 	\$52,308
Post AT Support and Warranty	<ul style="list-style-type: none"> At the Start of Onsite Support and Warranty On Site Five (5) Days Support during Imaging Go Live On Site Five (5) Days Support during Tax Mantra® Go Live 	\$45,031
Imaging -Total		\$306,571

Tax Mantra® – mandatory Annual Maintenance Cost (Year 1 & 2)

Annual Maintenance cost for Year 1 & 2	<ul style="list-style-type: none"> At the end of one year Warranty 	\$294,600
Total mandatory Annual Maintenance Cost		\$294,600

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Activity	Submission of Deliverable(s)	Amount
	Grand Total – Tax Mantra® and Imaging	\$2,050,976

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13. Appendix F – Change Control Form

Change Control Form

Change Request #:		Priority: (Critical/High/Low)		Request Date:	
Requested By:				Date Required By:	
Summary Description:					
Detailed Description: (including cost justification, benefit, impact & supporting documentation)					
Estimates Valid Till Date: (Date)		Evaluation Completed: (Yes/No)		Estimated Duration: (Days)	
		Estimated Cost: (\$)		Planned Delivery Date:	
Actions Required to Implement:					
Preferred Course of Action:					
Resource Assignment:			Project Plan / Project Schedule Updated: (Yes/No)		
Other Projects	Impacted	Assessor	Change to Deliverables	Change to Milestones	Implications (cost, effort, time, etc)
Change Approval		City		Company	
Signature					
Title					

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14. Appendix G - Project Deliverable Acceptance Form

Project Deliverable Acceptance

Client: _____

Project: _____

Contract #: _____

The following deliverable(s) of this Project have been accepted. Any changes to the approved deliverables will be addressed through the Change Control Procedure.

Deliverable:

Approved (Comments):

City Project Manager: _____ **Date:** _____

TCS Project Manager: _____ **Date:** _____

15. Appendix H Usability Modifications

15.1 Usability Modifications to TCS Tax Mantra®

The City had requested for the following clarification from Company:

City's Question:

Address usability issues discussed in the demonstration. Examples include: searches boxes for taxpayer name, a taxpayer springboard, displaying more than 3 lines of a large textbox, going to the utilities screen to find correspondence, displaying commas and right justifying dollar amounts, displaying NAICS code description, headers should remain visible when user scrolls down tables, ability to open multiple windows within Tax Mantra, etc.

TCS Response:

Company will address the above usability items prior to Go Live for the City at no additional cost.

Company has presented its understanding of these items below:

- Search boxes for taxpayer name - Tax Mantra® Inquiry screens such as Transaction Inquiry, Payment Inquiry and Case Search will be enhanced to allow for search for Account Number by providing the taxpayer name or a part of the name and then continue with the inquiry.
- Taxpayer springboard – A new screen will be designed to provide a starting point or springboard for the customer service staff. This screen will provide a snapshot of all taxpayer's account details as such as key demographic and address information, balance summary, key activities going on the account and key status such as bankruptcy, audit and other cases.
- Displaying more than 3 lines of a large textbox – Notepad screen where this particular textbox was noted will be increased to show more lines and similarly other screen where it may be applicable will be enhanced.
- Going to the utilities screen to find correspondence – New enhancements will be incorporated to provide direct method to invoke documents from correspondence history based on the key fields on the screen similar to the way the Scanned Images are available currently. Users will be able to "click" a button to show Correspondence History without need to go into the Utilities.
- Displaying commas and right justifying dollar amounts – the display formats will be addressed where applicable on the screen for showing amounts.
- Displaying NAICS code description - The description for NAICS codes will be shown at all places on the screens where the NAICS code is available. In addition to the above a selection by search option to select appropriate

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NAICS using the description will be provided on the screen where NAICS codes are being entered on the taxpayer's account.

- Headers should remain visible when user scrolls down tables - The headers will be remaining visible on all grids on screens when user scrolls down the grid.
- Ability to open multiple windows within Tax Mantra® – TCS will provide the ability to open multiple windows of Tax Mantra®.



Schedule B

Support Plan for Annual Maintenance



Tax Mantra®

SCHEDULE B

Support Plan for Annual Maintenance Contract For City of Glendale



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1. Introduction

This document presents the standard support services for maintenance of Tax Mantra® software during the Annual Maintenance Contract ("AMC") as Schedule B to the Tax Mantra Master Services Agreement. The support for Tax Mantra® provided to the City by Company is governed by this Support Plan.

2. Definition of Terms

Annual Maintenance: Post Acceptance Project Phase dedicated to analysis and resolution of mutually agreed defect classifications reported during the phase. Problems are communicated by the City's single point contact to the Company single point contact person through email or Tax Mantra Connect.

Change Control: The Change Control Procedure described in Section 9 of this Support Plan. During AMC period Change Request may be reported through Change Control form (Appendix F to SOW, Schedule A) for incorporating requested modifications to the product to enhance or upgrade its current functionality. Requested Enhancements must be evaluated and reviewed following the Change Control process and be mutually agreed upon by Company and the City. Enhancements can be released separately or included with a Maintenance Release, based on client need, availability of client technical resources and Company Maintenance work schedules.

City End User: City personnel, identified as users of Tax Mantra®. This will include all the users from remote locations (if applicable) as well.

City Support Person (First Level Support): The City will designate a single point, technically competent contact with a good understanding of the product and the City's business processes, as internal contact for City end users, for requesting and receiving services and related information, including the responses to queries, problems, enhancements and their resolution.

City Contact Person (Second Level Support): The City will also designate a second level support contact, who will take escalations from the City's First Level Support Person for evaluation and possible communication of Service Requests, with appropriate classification and details to Company via e-mail ID or Tax Mantra Connect during AMC.

Defect: A non-conformity in relation to a function of the Licensed Material, with the agreed Specifications for the Licensed Software, i.e. Problems (Severity 1, 2 or 3) reported by the City through User Communication Form (UCF) logged in Tax

Mantra Connect during AMC. Details of all defects must be provided in writing to the Company support team.

Emergency Release: An unplanned release of any software component to fix high priority defect encountered in critical business functionality of Tax Mantra that is not held until the next Maintenance Release.

Maintenance Release: Maintenance release is defined as a group of Software components/ scripts accompanied with a release note that will fix defects reported to the Company support team. The release note will list all the defect items that the release will fix and specify the method to apply the release in production/ test environment and the scenario to test fixes to the defect.

Product: The Licensed Software as per the Tax Mantra Software License Agreement with the City.

Product Upgrade: Company may release Product Upgrades at any time during the duration of the contract and the City may decide to implement an upgrade. For any such Tax Mantra upgrades released by Company, City will not be charged a re-licensing fee. However, any services and expenses related to migration to newer versions will be charged to the City. City will pay for upgrades of any 3rd party software required as a part of this upgrade.

Company will prepare and present the City with a revised Annual Maintenance Agreement. Any increase to the Annual Maintenance costs during the initial seven (7) years of the contract will not exceed ten (10%) percent of the Annual Maintenance fee applicable at that time, if Company offers and the City elects to implement a product upgrade.

For the first five (5) year Optional Maintenance period and any subsequent Maintenance period, if Company offers and the City elects to implement a product upgrade, Company will prepare and submit a revised Annual Maintenance Contract at a cost to be negotiated.

Release Support: Company will provide maintenance support during the initial term of the contract. Company will not invoke a sunset provision at any time during the initial seven (7) year term of this contract. Company will provide a three (3) year advance notice of the sunset provision being invoked. At the end of the three (3) year product sunset period, Company will provide on-going support for a period not to exceed five (5) years after discontinuance of the software in exchange for an additional annual maintenance premium not to exceed 12.5% of the maintenance amount.

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Company Support Team: Staff assigned by Company to receive and respond to all the queries, problems, and enhancement requests and provides resolution.

In addition the terms used but not defined in this document shall have the meaning ascribed to each of them in the License Agreement, Master Services Agreement and the SOW, Schedule A.

3. Support Parameters Selected

The City has opted for standard bronze Level Tax Mantra AMC.

#	Parameter	Bronze Support
1	Timings	8 Hour Support (8:30 AM to 4:30 PM Arizona Time)
2	Days	5 Days a week excluding Indian Holidays
3	Type of Support	Email Support & Phone support only for Severity I issues
4	Maintenance Releases for bug fixes	Free
5	Product Upgrades	No Re-license Costs. Services Cost and revised AMC Cost to be paid , in accordance to the Product Upgrade Provisions in this Annual Maintenance Contract
6	Escalation path	No
7	Onsite support	No
8	Emergency Release (not exceeding one per week)	No
9	Toll free Access	A US number will be provided to the City.
10	e-Mail Acknowledgement (from receipt time)	Up to 1 Business days
11	Response to Queries	Up to 5 Business days
12	Response/Analysis to Priority I defects	Up to 7 Business days
13	Response/Analysis to Priority II defects	Up to 20 Business days
14	Dedicated Support Manager	No
15	Dedicated Email ID for Support	No
16	Status Call between Client Management and Support Team	4 Per year
17	# of Phone Calls to Help Desk	48 per year



4. General Description

AMC will start immediately after the Tax Mantra® Warranty Period or at the end of the prior AMC as the case may be. This involves providing support to resolve problems that impact the normal working of Tax Mantra®. Service Requests from the City during this period may be in one of the following forms:

4.1 Queries

These are requests from the City Contact Person for clarifications, help or advice on Tax Mantra® usage and functionality. These can be resolved by discussions and may not require software changes.

4.2 Problems

Problems are Defects in Tax Mantra® noticed during AMC period. Depending on their nature these problems are classified into one of the following priorities:

Definition	Description	Examples
Severity 1	<ul style="list-style-type: none"> • The software problem either stops or severely limits operations and no practical workaround is available • Error affecting business severely • Totally misleading functionality in the system • Fatal errors – causes programs to abort or stop functioning 	<ul style="list-style-type: none"> • Tax Mantra Servers are not starting. • Unable to enter payments in the system. • Unable to process business applications (new registrations) in the system. • System crashes and continues to crash • Software is not operational • Data has been corrupted • A critical user function is unavailable • Other critical (high impact) function is not available (returns, statements at a critical date)
Severity 2	<ul style="list-style-type: none"> • The software problem either stops or severely limits operations and a practical workaround is available. • Error causing significant rework • Fatal errors that do not cause program to abort or stop functioning, but result in erroneous outputs, turning it unusable 	<ul style="list-style-type: none"> • Penalty and interest is not booking correctly on accounts • Daily batch programs scheduled during the night did not get completed • Batch program unable to generate Tax Returns, Account Statements • Important user function is unavailable, operations continue, but restricted • Other function is not available

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Definition	Description	Examples
		(daily batch, or returns, statements prior to a critical date)
Severity 3	<ul style="list-style-type: none"> • The software problem adversely affects operations, is not a Severity 1 or 2 problem and a practical workaround is available. • Error causing moderate or low rework • Leads to ambiguities in the system / misinterpretation • Non-fatal errors which could impact the program functioning, or just be cosmetic mistakes 	<ul style="list-style-type: none"> • Incorrect error message being shown • Any spelling mistakes • Issues pertaining to a specific account due to some data related issues • Minor user function is unavailable • Other function is not available (monthly interface that can be postponed)
Severity 4	<ul style="list-style-type: none"> • Suggestion towards improvement 	<ul style="list-style-type: none"> • Minor improvement in existing functionality. For example, the batch program that creates tax return needs tax period as input.

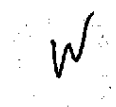
4.3 Enhancements

Enhancements requested via the Change Control process are outside the coverage of the parameters of this support plan. Company will respond to queries related to the analysis of Change Requests. However, the prioritization, scheduling, and cost estimates for these specific Change Requests would be provided for each individual request. City can elect to “escalate” or re-prioritize these requests based upon City business drivers. The escalation of a Change Request would be priced individually for each Change Request based upon complexity, timeline requested by the City, and internal workload of Tax Mantra® support team.

For information related to the Change Control Procedure see section below titled “Procedure for Handling Change Control”.

5. Reporting Method

The following section documents the standard reporting procedure for the duration of the AMC.



5.1 Company Standard Annual Maintenance Contract (AMC) Procedure

The City End User facing a problem will report it to the City Support Person (First Level Contact). The City Support Person will analyze the problem and provide an assessment to the end user.

The problem resolution may need one or a combination of the following:

- a. If the problem is diagnosed as due to incorrect operations, the City Support Person will advise correct operations of the product.
- b. The City Contact Person will take escalations from the City's Support Person for evaluation and possible communication of Service Requests, with appropriate classification and details to Company via e-mail ID or in Tax Mantra Connect.
- c. An agreed to (City and Company) work-around to minimize the impact or bypass the problem will be provided with a follow through solution to enhance the process to remove the work-around and regain the efficiency lost due to the work-around.
- d. A correction to a corrupted or erroneous data file on account of an error in the product, also referred to as a data patch. Though a data-patch may be an acceptable solution, at the time, a thorough analysis will be conducted to fully integrate the "patch" into the overall solution so as to minimize unintended side-effects.
- e. The City Contact Person may invoke the contingency procedures in Section 8 based on City Contact Person's assessment of the problem.
- f. The City Support Person will categorize the problem as a Query, Problem or Enhancement and assign a priority to the Problem, mutually agreed upon by Company, with the advice and consent of the City Contact Person. The City Contact Person will report service requests to the Company Support Person:
 - ⊙ Telephone: US Number - as specified in the Section 3 support parameters.
 - ⊙ Through E-mail: To Company E-mail id taxmantra.support@tcs.com.
 - ⊙ Through Tax Mantra Connect

For reporting problems and enhancements, the standard problem-reporting format as given in this section should be used. The City Contact Person must communicate all problems (within a reasonable time frame if problem-reporting/solving is initiated via voice communication) and enhancements in writing. The Company Support Person may re-categorize a problem with the agreement of the City Contact Person.

6. Description of Services

1. During the AMC support duration, Company Support Person will be available on phone (US Number) as specified in the Section 3 support parameters. The City can also contact Company through Tax Mantra® Support e-mail ID. taxmantra.support@tcs.com. City can also report items through Tax Mantra Connect.
2. A Severity Level 1 Problem defect will be downgraded to a Severity Level 2 Problem defect as soon as a practical temporary program fix or a practical operational work-around is provided for the problem reported.
3. Company will release the Maintenance Upgrades and program fixes to the City.
4. Fixes to Severity Level 2 and Severity Level 3 Problems and permanent resolutions to any temporary fixes may be provided in Emergency Releases or in the subsequent Maintenance Releases by mutual agreement.
5. Company will ensure that all members of the Company Support Team remain in compliance with all legal requirements, including Confidential Information as described in the MSA.

7. Escalation Procedure for AMC support

The following process will be followed if the City desires to escalate a support item to get a turnaround time of either a Gold Support or Silver Support Level.

Escalation	Response / Analysis time limit	Charges
Severity I - Bronze to Silver	Response time will be escalated from Bronze Level to Silver level	Charges as per Appendix E of SOW
Severity I - Silver to Gold	Response time will be escalated from Silver level to Gold Level	Charges as per Appendix E of SOW
Severity I - Bronze to Gold	Response time will be escalated from Bronze level to Gold Level	Charges as per Appendix E of SOW

Actual resolution of the problem will involve appropriate analysis, change impact and schedule impact for implementing the changes to fix the problem.

8. Contingency Procedure

In cases where a Maintenance Upgrade cannot be released in the scheduled time frame, Company will analyze the reasons for the same and consider various options of redressal such as an increase in the size of the team working on the upgrade or exclusion of some of the items from the upgrade before deciding to

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reschedule the release. A final decision on the course of action will be communicated to the City Support Person.

9. Procedure for handling Change Controls

All product Enhancements will be handled through a change control procedure as per the following steps:

1. All requested Enhancements will be documented on the Change Control form.
2. Company will analyze and perform impact assessment and document the same in the form of a Cost and Schedule impact where applicable and provide the same for the City's approval. A Change Control form will be accompanied by Company's understanding of the changes requested by the City.
3. On receiving approval from the City, Company will initiate the implementation of the enhancement with the City as per the understanding document attached with the Change Control form.
4. Company assumes that the City will provide adequate test scenarios and test cases for testing the Enhancements requested to the product as per the Change Control process.
5. Release procedure for the product Enhancements would be the same as documented in Section 11 Release Procedures.

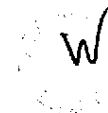
10. Procedure for handling Maintenance Releases

The Maintenance Releases will be decided by Company, and their release dates will be communicated to the City.

1. Release notes detailing the upgrades, and how to apply the upgrades will accompany the functional upgrades, as well as any changes to User Manuals or Training Manuals.
2. City will apply these upgrades in their test and production environments, and may request additional services for installation, training, etc. from Company, if required.

11. Release Procedures

1. All Releases, program fixes and functional upgrades will be released to the City Contact Person.
2. All releases, program fixes and functional upgrades will be released electronically via website, FTP or on CD-ROM to describe the changes carried out and the installation instructions. A Company Release Notification Form will accompany each release.



3. The identifying characteristics of the executable will also be communicated. The City Contact Person will have to verify that the correct version has been received.

12. Dependencies for Support

The functioning of the service is dependent on the following:

1. The City should provide FTP access to the Company offshore and on-site team; this will be a controlled access area.
2. It is highly recommended that the City provide a VPN access to Company Offshore team for verification of the installation of new changes where applicable and required; this will be a controlled access area.
3. The version of the Licensed Software on which the problem is reported must be a currently supported version by Company.
4. All Enhancements (service requests) should be formally reported in the specified format (i.e. Change Control Form) in writing by the City.
5. All problems should be formally reported in writing by the City, in Tax Mantra Connect.

13. Responsibilities of the City Support Operation

The responsibilities of the City are as given below:

1. The City Support Person will advise end users on the correct operation of the product and try to resolve problems locally, taking advice from Company Support Person, as required.
2. The City Contact Person will categorize the problem into Severity I, II, III or IV category with mutual agreement with Company.
3. The City will ensure that only personnel properly trained in operation and usage of the Licensed Software will utilize the Product Support Service and that sufficient computer time and suitable personnel are made available to implement the corrections suggested by Company.
4. Whenever a problem is reported to Company, the City should have attempted all possible local corrective actions. All supporting information (e.g. screen shots, functional scenario, applicable data, etc.) should be made available to Company.
5. The City will reproduce the identified error or malfunction in the unaltered Software and provide a scenario for the same under which the malfunction occurred in case the error requires more details or description for further analysis or reproduction.

6. Providing upon Company's request, a "memory dump" or "database dump" and such additional data including necessary parts of the software and program dumps and associated files in machine-readable or interpreted form deemed necessary or desirable by Company to reproduce the environment in which such licensed Software operated.
7. The City will ensure that the reporting of the problem is always followed up in writing, including the problem severity.
8. The City will be responsible for installation and testing of Maintenance Releases, Emergency Releases and Product Upgrades and providing Company with a formal sign-off within the mutually agreed time.
9. The City Support Operation will provide necessary and sufficient access to the Company Support Team to diagnose the problem in the production product. While giving data access, the City will ensure Company Support staff are made aware of agency data access and security regulations, including Confidential Information as described in the MSA.
10. The City Support Operation will ensure that no components of the Licensed Software are altered or amended other than through agreed release control procedures.
11. The City Support Staff should always provide the problem number of the problem in question, whenever correspondence is necessary on the progress/details of a problem.
12. The City Support Staff will formally log and track all local changes made by the City to the released version of Tax Mantra®.
13. The City Support Operation will undertake the proper supervision, control and management of its use of Licensed Software including but not limited to: (a) assuring proper computer system configuration, software installation, verification, audit controls, and operating methods; and (b) ensuring proper procedures for the security of data, accuracy of inputs and outputs, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.
14. Whenever on-site support is required, the City Support Staff will provide the Company Support Person necessary hardware equipment, software environment, data, and work space, for enabling the Company Support Person to carry out necessary activities / tasks.
15. The City Support Operation will engage in reasonable efforts to help Company to ensure the accuracy of changes by providing test plans and data.

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16. The City will be responsible for moving the changes to the production environment after appropriate testing through the City's established testing and verification procedure.

14. Environments Supported

The Services under this Support Plan shall be provided by Company only for the Licensed Material used on the Target Environment for production at the Permitted Site under Section 2.3 of the License Agreement. It is expected that all *Permitted Environments set-up by the City shall mirror Target Environment for production.*

15. List of Indian Holidays Observed by Company (New Delhi) 2009

The table below lists the Indian Holidays Observed by Company (New Delhi) in 2009. The Company Annual Holiday schedule currently consists of ten holidays. However, the actual Holidays observed and dates will vary from year to year. As such, Company will provide the City with an annual updated list of Holidays at the start of each calendar year.

New Year's Day	1-Jan-09	Thursday
Republic Day	26-Jan-09	Monday
Holi	11-Mar-09	Wednesday
May Day	1-May-09	Friday
Janmashtami	14-Aug-09	Friday
Idul Fitr	21-Sep-09	Monday
Dasara (Vijaya Dashami)	28-Sep-09	Monday
Mahatma Gandhi Jayanti	2-Oct-09	Friday
Guru Nanak Jayanti	2-Nov-09	Monday
Christmas	25-Dec-09	Friday

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Schedule C

Company Code of Conduct

RELEVANT EXTRACTS OF COMPANY CODE OF CONDUCT

We, in our dealings, are self-regulated by a Code of Conduct as enshrined in the “Tata Code of Conduct”. Relevant extract of the Code is given in this section. We request your support in helping us adhere to the Code in letter and spirit. We request that any violation or potential violation of the Code by any person be promptly brought to the notice of the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. All communication received in this regard will be treated and kept as confidential.

Code No. 5: GIFTS AND DONATIONS

A TATA Company and its employees shall neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of its business. However, a TATA Company and its employees may accept and offer nominal gifts which are customarily given and are of commemorative nature for special events.

Code No. 6: GOVERNMENT AGENCIES

A TATA Company and its employees shall not offer or give any company funds or property as donation to any government agencies or their representatives, directly or through intermediaries, in order to obtain any favorable performance of official duties.

Code No. 13: THIRD PARTY REPRESENTATION

Parties which have business dealings with the TATA Group but are not members of the Group such as consultants, agents, sales representatives, distributors, contractors, suppliers, etc. shall not be authorized to represent a TATA Company if their business conduct and ethics are known to be inconsistent with the Code.

Handwritten signature or initials in the bottom right corner of the page.

Code No. 17: ETHICAL CONDUCT

Every employee of a TATA Company, which shall include Whole-time Directors and the Managing Director, shall deal on behalf of the Company with professionalism, honesty, integrity as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties.

Every employee shall be responsible for the implementation of and compliance with the Code in his professional environment. Failure to adhere to the Code could attract the most severe consequences including termination of employment.

Code No. 18: REGULATORY COMPLIANCE

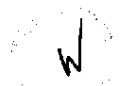
Every employee of a TATA Company shall, in his business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he operates. If the ethical and professional standards set out in the applicable laws and regulations are below that of the Code then the standards of the Code shall prevail.

Code No. 19: CONCURRENT EMPLOYMENT

An employee of a TATA Company shall not, without the prior approval of the Managing Director of the Company, accept employment or a position of responsibility (such as a consultant or a director) with any other company, nor provide “free-lance” services to anyone. In the case of a Whole-time Director or the Managing Director such prior approval must be obtained from the Board of Directors of the company.

Code No. 20: CONFLICT OF INTEREST

An employee of a TATA Company shall not engage in any business, relationship or activity, which might detrimentally conflict with the interest of his Company or the Group. A conflict of interest, actual or potential, may arise where, directly or indirectly, (a) an employee of a TATA Company engages in a business, relationship or activity with anyone who is party to a transaction with his Company, (b) an employee is in a position to derive a personal benefit or a benefit to any of his relatives by making or influencing decisions relating to any transaction, and (c) an independent judgement of the Company’s



or Group's best interest cannot be exercised.

Code No. 25: REPORTING CONCERNS

Every employee of a TATA Company shall promptly report to the management any actual or possible violation of the Code or an event he becomes aware of that could affect the business or reputation of his or any other TATA Company.





Legislation Description

File #: 15-066, **Version:** 1

AUTHORIZATION FOR A CONTRACT AMENDMENT WITH INSIGHT PUBLIC SECTOR, INC.

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to approve Amendment No. 1 (C-8820-1) to a linking agreement with Insight Public Sector Inc. This would increase the expenditure authority by \$202,000 per year for a total annual amount not to exceed \$340,000 per year and extend the agreement an additional four years bringing the total agreement amount to \$1,700,000. On 02/25/2014, Council approved the Linking Agreement with Insight (C-8820) and expenditure authority of \$138,000 per year for replacing City infrastructure. The additional \$202,000 per year is being requested to consolidate City purchases for this vendor under one agreement for software, annual support and maintenance for infrastructure software and equipment, technical support, and hardware purchases.

Background

Maintaining City infrastructure is crucial to all City functions and services. Insight Public Sector, Inc. is a provider of technology software, hardware, software maintenance, support and technical services, and provides the City best pricing through Cooperative purchasing. This linking agreement is available a current contract between Insight Public Sector and the State of Arizona (Contract Number ADSP012-024652).

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

This Council agreement will maintain compliance with the City's policy of identifying expenditures which may exceed \$50,000 per year with a single vendor. Previously, multiple purchases were made for this vendor without a single agreement. If approved, the annual expenditures with Insight Public Sector will be under one agreement with the aggregated annual purchase amount will not to exceed \$340,000 per year. The expenditure authorization being requested is budgeted and paid from the Technology Fund and no additional funding is being requested.

Information Technology regularly compares pricing among vendors to ensure the City is getting the best possible value. Insight is a large volume supplier and provides a wide array of products and services at lower contract pricing as compared to other cooperative contract vendors. Based on their product breadth and pricing, the City will continue to purchase product and services from Insight, thus requiring the existing contract expenditure amount to be increased.

Previous Related Council Action

On 02/25/2014, City Council approved the Linking Agreement (C-8820) with Insight Public Sector, Inc.

Community Benefit/Public Involvement

Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services.

Budget and Financial Impacts

The additional expenditures not to exceed \$202,000 for the remainder of FY 14-15, will be paid for from the TF (Technology Fund). The amount budgeted for future fiscal years to be paid from the TF will fluctuate based on organizational needs and replacement schedules, but will not exceed \$340,000 per year.

Cost	Fund-Department-Account
\$202,000.00	1140-11530-521000 - Technology Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
TO
LINKING AGREEMENT
BETWEEN THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC. (Contract No. C-8820)

This Amendment No. 1 to the Linking Agreement (the "Amendment") is made this 27th day of January, 2015 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Insight Public Sector, Inc., an Illinois corporation ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. C-8820, dated February 25, 2014 (the "Agreement"); and
- B. 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 in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor agree as follows:

1. **Term.** The term of the Agreement is extended for a four year period from June 30, 2015 through June 30, 2019, unless the Insight Contract expires first (at which point the Agreement and any amendments expire) or otherwise terminated or canceled as provided by the Agreement or the Insight Contract.
2. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment. The total purchase price for all goods and services purchased under this agreement will not exceed One Million Seven Hundred Thousand (\$1,700,000).
3. **Capitalized Terms.** Unless defined in this Amendment, all capitalized terms have the same meaning as given in the Agreement.

CITY OF GLENDALE, an Arizona
municipal corporation

Brenda S. Fischer, City Manager

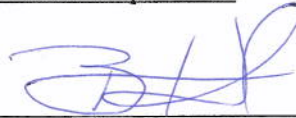
ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Insight Public Sector, Inc.
an Illinois corporation



By: Brian Hicks

Title: SVP - Profitability

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of February 25, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Insight Public Sector, Inc., an Illinois corporation ("Contractor"), hereafter, the "Parties."

RECITALS

A. After a request for proposals, the State of Arizona entered into Contract Number ADSP012-024652 with Contractor (the "Insight Contract"), which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Insight Contract without further public bidding, and the Insight Contract permits its cooperative use by other governmental agencies including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Insight Contract.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the Insight Contract, Contractor consents to the City's utilization of the Insight Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods 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. This Agreement shall be effective as of the date first set forth above and will expire on June 30, 2015, or the expiration of the Insight Contract, whichever occurs first.
2. Scope of Work; Terms, Conditions, and Specifications.
 - a) Contractor will provide City the goods and services described in the quotations attached as Exhibit "A."


- b) Contractor agrees to comply with all the terms, conditions and specifications of the Insight Contract for the purposes of this Agreement, and such terms, conditions, and specifications are incorporated by this reference. The “City of Glendale” shall be substituted for “State of Arizona” or similar reference to the State of Arizona throughout the Insight Contract. The parties agree that subject to applicable local, state and federal law and policies regarding purchasing and legislative (city council) approval, City may make future purchases pursuant to this Agreement and the Insight Contract, and that City will enjoy the rights and obligations of the State of Arizona under the Insight Contract when making such purchases.
3. Compensation. The total purchase price for the goods and services described in Exhibit “A” is not to exceed One Hundred Thirty Six Thousand Six Hundred Forty Two Dollars and Ninety Two Cents (\$136,642.92). As described above in Paragraph 2(b), City may from time to time make additional purchases pursuant to this Agreement and the Insight Contract.

[SIGNATURES ON FOLLOWING PAGE]

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

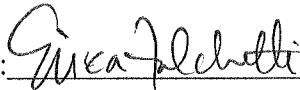
“City”

City of Glendale, an Arizona
municipal corporation

By: 
Brenda S. Fischer, City Manager

“Contractor”


Insight Public Sector, Inc
an Illinois corporation

By: 

Name: Erica Falchetti

Title: Capture Manager

Approved as to Form:


Michael D. Bailey, City Attorney

ATTEST:

City Clerk

Exhibit A
[Quotations]



Insight Public Sector SLED
 6820 S HARL AVE
 TEMPE AZ 85283-4318
 Tel: 800-467-4448

SOLD-TO PARTY

City Of Glendale
 6830 N 57TH DR
 GLENDALE AZ 85301-3219
 USA

Quotation	
Quotation Number 215099822	Creation Date 28-OCT-2013
PO Number :	
PO Release :	
Customer No. :	10268122
Sales Rep :	John Briggs
Email :	jbriggs@insight.com
Telephone :	800-467-4448 X 5190

SHIP-TO ADDRESS

City of Glendale
 6830 N 57TH DR
 GLENDALE AZ 85301-3219
 USA

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier / Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Pricing is subject to change without notice

Material	Description	Quantity	Unit Price	Extended Price
VS-S2T-10G=	CAT6500 SUPV 2T W/ 2PT-10 GBE & MSFC5 PF	1	16,800.00	16,800.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 28000.00 Discount Off: 40.00% Lead Time: 21 days			
S2TISK9-15001SY	CAT6000-VS-S2T IOS IP SVC-FULL ENCRYPT	1	6,000.00	6,000.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 10000.00 Discount Off: 40.00% Lead Time: 21 days			

Material	Description	Quantity	Unit Price	Extended Price
MEM-C6K-INTFL1GB	INTERNAL 1G COMPACT FLASH	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 1095.00 Discount Off: 100.00% Lead Time: 21 days			
VS-F6K-PFC4	CAT 6K 80G SYS DAUGHTER BOARD SUP2T PFC4	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 21 days			
VS-SUP2T-10G	CATALYST 6500 SUPERVISOR ENGINE 2T BASEB	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 21 days			
MEM-SUP2T-2GB	CATALYST 6500 2GB MEMORY FOR SUP2T AND S	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 4800.00 Discount Off: 100.00% Lead Time: 21 days			
VS-S2T-10G=	CAT6500 SUPV 2T W/ 2PT-10 GBE & MSFC5 PF	1	16,800.00	16,800.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 28000.00 Discount Off: 40.00% Lead Time: 21 days			
S2TIBK9-15001SY	CISCO CAT6000-VS-S2T IOS IP BASE FULL EN	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) Lead Time: 21 days			
MEM-C6K-INTFL1GB	INTERNAL 1G COMPACT FLASH	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 1095.00 Discount Off: 100.00% Lead Time: 21 days			
VS-F6K-PFC4	CAT 6K 80G SYS DAUGHTER BOARD SUP2T PFC4	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 21 days			



Quotation Number/ Creation Date

215099822 / 28-OCT-2013

Material	Description	Quantity	Unit Price	Extended Price
VS-SUP2T-10G	CATALYST 6500 SUPERVISOR ENGINE 2T BASEB	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652)			
	MSRP: 0.01			
	Discount Off: 100.00%			
	Lead Time: 21 days			
MEM-SUP2T-2GB	CATALYST 6500 2GB MEMORY FOR SUP2T AND S	1	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652)			
	MSRP: 4800.00			
	Discount Off: 100.00%			
	Lead Time: 21 days			

Product Subtotal	39,600.00
Tax	3,286.80
Total	42,886.80

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

John Briggs
 800-467-4448 Ex 5190
 jbriggs@insight.com
 Fax: 480-760-8513

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Insight Public Sector SLED
 6820 S HARL AVE
 TEMPE AZ 85283-4318
 Tel: 800-467-4448

SOLD-TO PARTY

City Of Glendale
 6830 N 57TH DR
 GLENDALE AZ 85301-3219
 USA

SHIP-TO ADDRESS

City of Glendale
 6830 N 57TH DR
 GLENDALE AZ 85301-3219
 USA

Quotation	
Quotation Number 215122092	Creation Date 04-NOV-2013
PO Number :	
PO Release :	
Customer No. :	10268122
Sales Rep :	John Briggs
Email :	jbriggs@insight.com
Telephone :	800-467-4448 X 5190

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier / Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Pricing is subject to change without notice

Material	Description	Quantity	Unit Price	Extended Price
ASA5525-SSD120-K9	ASA 5525-X WITH SW 8GE DATA PERP1GE M	4	4,895.41	19,581.64
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 9595.00 Discount Off: 48.98% Lead Time: 31 days			
ASA-ANYCONN-CSD-K9	ASA 5500 ANYCONNECT CLIENT + CISCO SECUR	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days			

Material	Description	Quantity	Unit Price	Extended Price
ASA5500X-SSD120INC	ASA 5512-X THROUGH 5555-X 120GB MLC SED	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 600.00 Discount Off: 100.00% Lead Time: 14 days			
ASA5525-MB	ASA 5525 IPS PART NUMBER WITH WHICH PCB	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days			
ASA5525-AW3Y	ASA 5525-X CX AVC AND WEB SECURITY ESSEN	4	5,833.33	23,333.32
	Coverage Dates: 04-NOV-2013 - 04-NOV-2016 STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 11550.00 Discount Off: 49.50% Lead Time: 14 days			
CAB-AC	AC POWER CORD, US	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days			
ASA-VPN-CLNT-K9	CISCO VPN CLIENT S/W-WINDOWS SOLARIS LIN	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days			
SF-ASA-X-9.1-K8	ASA 9.0 SOFTWARE IMAGE FOR -X PLATFORMS	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days			
SF-ASA-CX-9.1-K8	ASA 5500 SERIES CX SOFTWARE V9.1	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 21 days			



Quotation Number/ Creation Date

215122092 / 04-NOV-2013

Material	Description	Quantity	Unit Price	Extended Price
ASA5500-ENCR-K9	ASA 5500 STRONG ENCRYPTION LICENSE (3DES)	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days			
CON-STLOC	CISCO SMARTNET 1 YEAR 8X5 NEXT BUSINESS	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 0 days			

Product Subtotal	42,914.96
Tax	3,561.94
Total	46,476.90

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

John Briggs
 800-467-4448 Ex 5190
 jbriggs@insight.com
 Fax: 480-760-8513

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SOLD-TO PARTY

City Of Glendale
 6830 N 57TH DR
 GLENDALE AZ 85301-3219
 USA

SHIP-TO ADDRESS

City of Glendale
 6830 N 57TH DR
 GLENDALE AZ 85301-3219
 USA

Quotation	
Quotation Number	Creation Date
215234160	12-DEC-2013
PO Number :	
PO Release :	
Customer No. :	10268122
Sales Rep :	John Briggs
Email :	jbriggs@insight.com
Telephone :	800-467-4448 X 5190

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier / Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Pricing is subject to change without notice

Material	Description	Quantity	Unit Price	Extended Price
WS-C3750X-48T-S	CATALYST 3750X 48 PORT DATA IP BASE	2	6,900.00	13,800.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 11500.00 Discount Off: 40.00% Lead Time: 14			
CAB-3KX-AC	AC POWER CORD FOR CATALYST 3K-X (NORTH A	2	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14			

Material	Description	Quantity	Unit Price	Extended Price
S375XVK9T-12255SE	CAT 3750X IOS UNIVERSAL WITH WEB BASE DE	2	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14			
CAB-STACK-50CM	CISCO STACKWISE 50CM STACKING CABLE	2	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14			
CAB-SPWR-30CM	CATALYST3750XSTACKPOWERCABLE30CM	2	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14			
C3KX-PWR-350WAC	CATALYST 3K-X 350W AC POWER SUPPLY	2	300.00	600.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 500.00 Discount Off: 40.00% Lead Time: 14			
PI-MSE-PRMO-INSRT	INSERT, PACKOUT - PI-MSE	2	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14			
WS-C2960X-48LPD-L	CATALYST 2960-X 48 GIGE POE 370W, 2 X 10	2	4,197.00	8,394.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 6995.00 Discount Off: 40.00% Lead Time: 34			
CAB-16AWG-AC	CATALYST 3750 AC PWR CORD-16AWG	2	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14			
WS-C2960X-24PD-L	CATALYST 2960-X 24 GIGE POE 370W 2 X 10G	4	2,757.00	11,028.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 4595.00 Discount Off: 40.00% Lead Time: 28			

Material	Description	Quantity	Unit Price	Extended Price
CAB-16AWG-AC	CATALYST 3750 AC PWR CORD-16AWG	4	0.00	0.00
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652)				
MSRP: 0.01				
Discount Off: 100.00%				
Lead Time: 14				
CON-STLOC	CISCO SMARTNET 1 YEAR 8X5 NEXT BUSINESS	3	0.00	0.00
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652)				
MSRP: 0.01				
Discount Off: 100.00%				
Lead Time: 0				
CSACS-5.4-VM-UP-K9	ACS 5.4 VMWARE SOFTWARE UPGRADE FROM PRE	1	5,037.00	5,037.00
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652)				
MSRP: 8395.00				
Discount Off: 40.00%				
Lead Time: 0				
CON-SAS-CSACS5V	SW APP SUPP ACS 5.4 VMWARE SOFTW	1	1,931.19	1,931.19
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652)				
MSRP: 2399.00				
Discount Off: 19.50%				
Duration (months):		12.00		
CSACS-5-BASE-LIC	CISCO SECURE ACS 5 BASE LICENSE	1	0.00	0.00
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652)				
MSRP: 0.01				
Discount Off: 100.00%				
Lead Time: 14				
Product Subtotal				38,859.00
Services Subtotal				1,931.19
Tax				3,385.59
Total				44,175.78

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,



Quotation Number/ Creation Date

215234160 / 12-DEC-2013

John Briggs
800-467-4448 Ex 5190
jbriggs@insight.com
Fax: 480-760-8513

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 TEMPE AZ 85283-4318
 Tel: 800-467-4448

SOLD-TO PARTY

City Of Glendale
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 GLENDALE AZ 85301-3219
 USA

Quotation	
Quotation Number 215135405	Creation Date 07-NOV-2013
PO Number :	
PO Release :	
Customer No. :	10268122
Sales Rep :	John Briggs
Email :	jbriggs@insight.com
Telephone :	800-467-4448 X 5190

SHIP-TO ADDRESS

City of Glendale
 6830 N 57TH DR
 GLENDALE AZ 85301-3219
 USA

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier / Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

Pricing is subject to change without notice

Material	Description	Quantity	Unit Price	Extended Price
AIR-CAP2602I-A-K9	802.11N CAP W/CLEANAIR; 3X4:3SS; MOD; IN	4	657.00	2,628.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSPO12-024652) MSRP: 1095.00 Discount Off: 40.00% Lead Time: 14 days			
AIR-AP-BRACKET-1	AP 1040/1140/1260/3500 SERIES MOUNTING	4	0.00	0.00
	STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSPO12-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days			



Quotation Number/ Creation Date

215135405 / 07-NOV-2013

Material	Description	Quantity	Unit Price	Extended Price
SWAP2600-RCOVRY-K9	CISCO 2600 SERIES IOS WIRELESS LAN RECOV	4	0.00	0.00
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days				
AIR-AP-T-RAIL-R	T-RAIL CLIP FOR CISCO AIRONET ACCESS PO	4	0.00	0.00
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days				
AIR-PWRINJ5=	PWR INJECTOR 802.3AF FOR AP 1600 2600	4	59.40	237.60
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 99.00 Discount Off: 40.00% Lead Time: 14 days				
AIR-PWR-CORD-NA	AIR LINE CORD NORTH AMERICAN SPARE	4	0.00	0.00
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 14 days				
CON-STLOC	CISCO SMARTNET 1 YEAR 8X5 NEXT BUSINESS	4	0.00	0.00
STATE OF ARIZONA - NETWORK EQUIPMENT AND SERVICES(# ADSP012-024652) MSRP: 0.01 Discount Off: 100.00% Lead Time: 0 days				

Product Subtotal	2,865.60
Tax	237.84
Total	3,103.44

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Sincerely,

John Briggs



Quotation Number/ Creation Date

215135405 / 07-NOV-2013

800-467-4448 Ex 5190

jbriggs@insight.com

Fax: 480-760-8513

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Legislation Description

File #: 15-055, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LZ DELTA, LLC AND APPROVE THE PURCHASE OF TWO FULLY-EQUIPPED POLICE MOTORCYCLES AND RELATED MOTORCYCLE SAFETY EQUIPMENT FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with LZ Delta, LLC and approve the purchase of two fully-equipped police motorcycles and related motorcycle safety equipment for the Glendale Police Department (GPD) Driving Under the Influence (DUI) Enforcement Squad in an amount not to exceed \$70,000. This cooperative purchase is available through an agreement between the State of Arizona and LZ Delta, LLC (Contract No. ADSPO13-038704) and is effective through January 2, 2016.

Background

The GPD motorcycle fleet is comprised of Honda ST1300 police package motorcycles. This purchase will replace two motorcycles according to the established vehicle replacement schedule. The motorcycles purchased will be utilized by GPD motorcycle officers currently assigned to the DUI Enforcement Squad. The Squad regularly participates in DUI Task Force operations that involve multiple police agencies working together to remove impaired drivers from roadways during holiday periods and throughout the year. Additional safety related equipment, such as lighting and radar mounts, is also being requested for use on four recently purchased motorcycles currently in the fleet. The additional equipment will identically up-fit the four motorcycles to the two motorcycles purchased with the grant funds.

Materials Management and the City Attorney's Office has reviewed and approved the use of the Cooperative contract with LZ Delta, LLC (ADSPO13-038704) for the motorcycle and equipment purchase. The City Attorney's Office has prepared a linking agreement for use with the contract.

Analysis

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.

Staff is recommending Council authorize the City Manager to enter into the linking agreement with LZ Delta, LLC and approve the purchase of the two fully-equipped police motorcycles and related motorcycle safety equipment for the GPD DUI Enforcement Squad in an amount not to exceed \$70,000.

Previous Related Council Action

On October 14, 2014, Council authorized the City Manager to accept a grant from the Arizona Governor’s Office of Highway Safety in the approximate amount of \$65,000 for the purchase of Driving Under the Influence/Impaired Driving Enforcement equipment.

On September 23, 2014, Council authorized the expenditure of funds for the cooperative purchase of four police motorcycles from LZ Delta, LLC in a total amount not to exceed \$89,360 for the City of Glendale Police Department fleet.

Community Benefit/Public Involvement

The fully-equipped police motorcycles will be used for continued DUI enforcement activities, promoting roadway safety throughout the City of Glendale and increasing public awareness about the dangers associated with drinking and driving.

Budget and Financial Impacts

Grant funds are available for the purchase of the motorcycles and a portion of the additional equipment for the existing four motorcycles. The remaining \$5000 is available in the Police Department operating budget.

Cost	Fund-Department-Account
\$65,000	1840-33218-551400, 2015 GOHS DUI/Impaired Driving-Equipment Over \$5000
\$5000	1000-12233-525600, PD Special Operations

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
LZ DELTA LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and LZ Delta, LLC, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. After a bid solicitation, the State of Arizona entered into Contract Number ADSPO13-038704 with Contractor (the "LZ Delta Contract") on January 3, 2013, and the LZ Delta Contract is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the LZ Delta Contract without further public bidding, and the LZ Delta Contract permits its cooperative use by other governmental agencies including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the LZ Delta Contract.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the LZ Delta Contract, Contractor consents to the City's utilization of the LZ Delta Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods 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. This Agreement is effective as of the date first set forth above and expires on January 2, 2016 or such other later date as the LZ Delta Contract expires pursuant to extensions or renewals that from time to time may be granted.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor will provide City the identical supplies, goods or services Contractor provided the State of Arizona under the LZ Delta Contract, as requested by the City in the proposal attached as Exhibit "A."
- b) Contractor agrees to comply with all the terms, conditions and specifications of the LZ Delta Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the LZ Delta Contract are incorporated into this Agreement by this reference. The "City of Glendale" is substituted for "State of Arizona" or similar reference to the State of Arizona throughout the LZ Delta Contract, and the City of Glendale will enjoy all the rights the State of Arizona has under the LZ Delta Contract.

3. Compensation.

- a) The total purchase price for the goods and services as authorized in this Agreement is not to exceed Seventy Thousand Dollars and No Cents (\$70,000), as the amount set forth in Exhibit A.
- b) This amount is estimated and a contract amendment will be executed if additional funds for additional work is needed to complete the deliverables of the Scope of Work. The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Contract, and the City will comply with all applicable laws regarding procurement and approval of such purchases.

4. Confidential Information. The Parties agree that the terms, conditions and pricing contained in this Agreement, the member Agreement, and the Proposal are not LZ Delta Confidential Information.

5. Arizona Law. The parties agree that this Agreement and the LZ Delta Contract shall be governed by Arizona law, including without limitation A.R.S. § 41-4401 (compliance with immigration laws) and A.R.S. § 38-511 (conflicts of interest).

6. Complete Agreement.

- a) This Agreement contains, except as stated below, the entire agreement between the Contractor and the City.
- b) This Agreement incorporates the following documents:
 - i) Exhibit A, Go AZ Motorcycles Quote, attached hereto and effective as of the date of execution of this Agreement.
 - ii) State of Arizona Contract Number ADSP013-038704, incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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: _____
Brenda S. Fischer, City Manager

"Contractor"

LZ Delta, LLC,
an Arizona corporation

By:  _____

Name: Anne O'Moore

Title: Manager

Approved as to Form:

Michael D. Bailey, City Attorney

EXHIBIT A



GO AZ Motorcycles
L2 Data, LLC

Date: December 10, 2014
Invoice #: 121014
Expiration Date: 1/31/2015

To: City of Glendale

5850 W Glendale Ave STE 317
Glendale, AZ 85301

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
					Net 30	
Qty	Description			Unit Price	Line Total	
2.00	2015 Honda ST1300PA Police Motorcycles w/ upfit			\$ 28,498.86	\$	56,997.72

Quotation prepared by: Jay Tucker

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Subtotal	\$	56,997.72
Sales Tax		4,199.16
Total	\$	61,196.88

Thank you for your business!

EXHIBIT A



GO AZ Motorcycles
LZ Data, LLC

Date: December 10, 2014
Invoice #: 121014
Expiration Date: 1/31/2015

To: City of Glendale

5850 W Glendale Ave STE 317
Glendale, AZ 85301

Salesperson	Job	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Due Date
					Net 30	
Qty	Description		Unit Price	Line Total		
4.00	Additional Upfit Parts / Labor for initial 4 Motorcycles. Reference PO# 20775		\$ 2,039.36	\$ 8,157.44		

Quotation prepared by: Jay Tucker

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Subtotal:	\$	8,157.44
Sales Tax:		583.98
Total:	\$	8,741.42

Thank you for your business!



Legislation Description

File #: 15-056, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DON SANDERSON FORD, INC. AND APPROVE THE PURCHASE OF A CRIME SCENE RESPONSE VEHICLE FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING CONTRACT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Don Sanderson Ford, Inc. and approve the purchase of a crime scene response vehicle for the Glendale Police Department (GPD) Forensic Unit in an amount not to exceed \$40,000. This cooperative purchase is available through an agreement between the State of Arizona and Don Sanderson Ford, Inc. (Contract No. ADSPO14-063240) and is effective through January 14, 2016. Council approval is required because the city has already exceeded the \$50,000 expenditure authority limit with Don Sanderson Ford, Inc. through a previous purchase.

Background

Requests for GPD Forensic Unit Technicians occur around the clock every day; averaging six to seven per week or more than 350 times a year. The GPD Forensic Unit currently only has one modern up-to-date van properly equipped for a response to major crime scenes. In the past five years significant changes have taken place in the field of forensics. The equipment, tools, and crime scene processing methods have become increasingly complex. As new techniques are developed and accepted by the courts, police departments must carry more technical equipment and supplies for crime scene processing.

Crime scene response vehicles must be able to safely transport personnel, evidence collection equipment and materials, bio-hazard and safety products, as well as sensitive forensic equipment to crime scenes. In addition, vehicles must be constructed in such a way as to protect the integrity of the evidence from environmental concerns, maintain security of the chain-of-custody, and prevent cross-contamination while in transport. Separate personnel access to equipment and safety supplies is required, along with a large inside compartment for the security of evidence during storage at the scene and transportation back to a property/evidence room. If this request is approved, a new crime scene response vehicle will be purchased and specifications will be established to ensure the design facilitates the needs of the GPD Forensic Unit.

Materials Management and the City Attorney's Office has reviewed and approved the use of the Cooperative contract with Don Sanderson Ford, Inc. (ADSPO14-063240) for the vehicle purchase; and the City Attorney's Office has prepared a linking agreement for use with the contract.

Analysis

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.

Staff is recommending Council authorize the City Manager to enter into the linking agreement with Don Sanderson Ford, Inc. and approve the purchase of a crime scene vehicle for the GPD in a total amount not to exceed \$40,000.

Previous Related Council Action

On October 14, 2014, Council authorized the City Manager to enter into a linking agreement with Don Sanderson Ford, Inc. and approved the purchase of two vehicles for the GPD Special Investigations Unit utilizing an Arizona State purchasing cooperative contract.

Community Benefit/Public Involvement

The GPD Forensic Unit is responsible for responding to major crimes scenes in order to collect and process forensic evidence. Updating the equipment will strengthen the ability to efficiently respond to crimes scenes, gather evidence and ensure timely processing of crucial evidence.

Budget and Financial Impacts

Racketeering Influenced Corrupt Organization (RICO) funds have been approved and will be utilized for the purchase of the crime scene vehicle.

Cost	Fund-Department-Account
\$40,000	1860-32030-551400, State RICO

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Don Sanderson Ford, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. After a bid solicitation, the State of Arizona entered into Contract Number ADSP014-063240 with Contractor (the "Sanderson Contract") on January 15, 2014, and the Sanderson Contract is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Sanderson Contract without further public bidding, and the Sanderson Contract permits its cooperative use by other governmental agencies including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Sanderson Contract.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the Sanderson Contract, Contractor consents to the City's utilization of the Sanderson Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods 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. This Agreement is effective as of the date first set forth above and expires on January 14, 2016.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor agrees to comply with all the terms, conditions and specifications of the Sanderson Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Sanderson Contract are incorporated into this Agreement by this reference. The "City of Glendale" is substituted for "State of Arizona" or similar reference to the State of Arizona throughout the Sanderson Contract, and the City of Glendale will enjoy all the rights the State of Arizona has under the Sanderson Contract.

3. Compensation.

- a) The total purchase price for the goods and services as authorized in this Agreement is not to exceed Forty Thousand Dollars and No Cents (\$40,000).

[SIGNATURES ON FOLLOWING PAGE]

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: _____
Brenda S. Fischer, City Manager

Approved as to Form:

Michael D. Bailey, City Attorney

"Contractor"

Don Sanderson Ford, Inc.,
an Arizona corporation

By: David Harris

Name: David Harris

Title: Govt. Sales Mgr.



Government Fleet Sales Managers

Dave Harris (623) 930-5961 dharris@sandersonford.com
 Richard Fowler (623) 930-5962 rfowler@sandersonford.com
 Tony Friedley (623) 930-5963 tfriedley@sandersonford.com
 Bob Allen (623) 930-5960 ballen@sandersonford.com
 Joe Preston (623) 930-5910 jpreston@sandersonford.com

Department Fax: (623) 930-5966

Date: 11/18/2014 revised 12/12

Customer: City of Glendale

FAX: _____

Vehicle Description: 2015 Ford E-350 Cutaway SRW w/ "KUV" body (E3F)

***### STATE of AZ Contract ADSPO14-063240 QUOTE 2 (Phase II Out-Of-Stock purchase)

Base Price: \$24,548.00

Upgrade Options:

1.	<u>5.4L V8 w/ 5 spd automatic transmission</u>	<u>Included</u>
2.	<u>10,050 lbs. GVWR</u>	<u>Included</u>
3.	<u>4.10 Ltd. Slip Axle (XE6)</u>	<u>Included</u>
4.	<u>Heavy Duty 155 Amp Alternator (63M)</u>	<u>Included</u>
5.	<u>16" sport wheel covers (614)</u>	<u>Included</u>
6.	<u>Daytime Running Lamps (942)</u>	<u>Included</u>
7.	<u>Air Conditioner</u>	<u>Included</u>
8.	<u>Power Equipment Grp (windows/locks) (903)</u>	<u>Included</u>
9.	<u>speed control (525)</u>	<u>Included</u>
10.	<u>10' Knapheide Utility Body</u>	<u>\$9,475.00</u>
11.	<u>lead time 60-90 days approx ARO</u>	
12.	<u>quote subject to inventory availability</u>	

Upgrade Options Total: \$9,475.00

Bid Price (w/options): \$34,023.00

Sales Tax (8.5%): \$2,891.96

Tire Tax: \$5.00

4yr/100K 0 ded ExtraCa Ford Extended Service Plan: \$2,240.00

Total Delivered Price: \$39,159.96



Legislation Description

File #: 15-038, **Version:** 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR PALM TREE TRIMMING SERVICES

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 an agreement with West Coast Arborists, Inc. for an initial one-year period in an amount not to exceed \$47,000 for palm tree trimming services. This request also authorizes the City Manager, at her discretion, to renew the agreement annually for an additional three years in an amount not to exceed \$188,000 over the full four-year period.

Background

The City of Glendale annually maintains the palm trees in the city's right-of-ways by having the trees trimmed and skinned to keep the trees healthy and aesthetically pleasing for residents. The timing of palm tree trimming is critical so that the old fronds are removed along with the flowering stems/seed pods at the same time or else the tree will need to be trimmed twice each year.

Analysis

Materials Management issued an Invitation for Bid (IFB) 15-16 in June of 2014 for Palm Tree Trimming Services. Four bids were received with West Coast Arborists, Inc. providing the lowest responsible and responsive offer. Due to the timing of the IFB issuance and the immediate necessity to trim the flowering and seeding palm trees prior to September 2014, West Coast Arborists, Inc. entered into an initial one-year agreement with the city in the amount of \$47,000 for palm tree trimming services (C-9182).

The terms of IFB 15-16 allowed for a multi-year agreement with lower bid pricing that is in the best interest of the city. Because of this, staff is recommending Council approval of a new agreement with a multi-year contract term.

Community Benefit/Public Involvement

Palm trees need to be trimmed on an annual basis for both tree health and pedestrian/vehicle safety. This will keep the trees healthy and aesthetically pleasing for residents as well as clean up falling palm tree debris in the city right-of-way.

Budget and Financial Impacts

Funding is available in the fiscal year 2014-15 Right-of-Way Maintenance fund. Expenditures with West Coast

Arborists, Inc. are not to exceed \$47,000 annually, and in an amount not to exceed \$188,000 over the full four-year term period pending Council approval.

Cost	Fund-Department-Account
\$47,000	1340-16710-518200, Right of Way Maintenance

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AGREEMENT WITH WEST COAST ARBORISTS, INC.
FOR
Palm Tree Trimming Services

This Agreement for palm tree trimming services, including skinning services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and West Coast Arborists, Inc., an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to IFB No. 15-16 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

3.4 Coordination; Interaction.

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

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

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

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$47,000 annually for a maximum of \$188,000 for the term of the contract, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

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

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

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

6. **Termination.**

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

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

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

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

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

8. **Insurance.**

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

- b. General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

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

10. Notices.

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

10.2 Representatives.

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

West Coast Arborists, Inc.
c/o Victor M. Gonzalez
2200 E. Via Burton Street
Anaheim, CA 92806

- 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 Roger W. Boyer
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2656

With required copy to:

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

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

- c. Concurrent Notices.

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

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

11. **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.

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

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

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

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

- 12.2 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.
- 12.3 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.
- 12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 12.5 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.
- 12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **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 Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
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 – IFB 15-16 Contract |

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pam Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

West Coast Arborists, Inc.,
an Arizona corporation

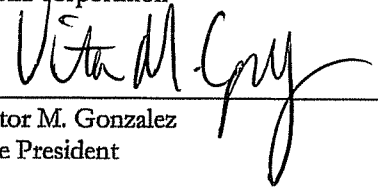

By: Victor M. Gonzalez
Its: Vice President

EXHIBIT A
AGREEMENT WITH WEST COAST ARBORISTS, INC.
FOR
Palm Tree Trimming Services

PROJECT

In accordance with the terms and conditions of this Agreement and City of Glendale Solicitation No. IFB 15-16, the City is purchasing palm tree trimming services, including skinning services, on PUBLIC RIGHT-OF-WAYS.

EXHIBIT B
AGREEMENT WITH WEST COAST ARBORISTS, INC.
FOR
Palm Tree Trimming Services

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 5 of the Agreement. The amount of compensation for palm tree trimming services, including skinning services, once annually, called forth in the agreement, as provided in IFB No. 15-16 and attached hereto.

NOT-TO-EXCEED AMOUNT


The total amount of compensation paid to Contractor for full completion of work required by the Project during the entire term of the Project must not exceed \$47,000 annually, for a maximum of \$188,000 if all renewal options are exercised in accordance with Section 13 (Term) of the Agreement.

DETAILED PROJECT COMPENSATION

Palm tree trimming services, including skinning services, of palm trees on PUBLIC RIGHTS-OF-WAY (ROW), which includes, but is not limited to:

- street shoulders
- bridle paths
- medians
- pedestrian/bike paths
- sidewalks

The city may increase or decrease the number of palm trees to be trimmed, add or delete locations, as necessary, during the performance on the work under this Agreement. Work performed by the Contractor to accommodate any such changes shall be conducted at the same rate(s) provided in the attached Price Sheet. These changes, however, may not cause the City to exceed the total amount of compensation identified in Section 4 of the Agreement and this Exhibit B, unless the parties agree to such additional cost in written, signed amendment to this Agreement.

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 15-16</p> <p>PALM TREE TRIMMING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.7 Palm Trees –There are a total of 1,206 palm trees and shall be trimmed yearly, except where undergrowth must be pruned from the palm trees as often as necessary to permit unobstructed passage to pedestrians and to prevent sight obstructions. A list of palm tree locations is included, pricing per item number is required. Palm tree trimming will commence during the month of July or prior to the complete maturation of seed and fruit pods, unless otherwise instructed by Right-of-Way staff.

1.8 Skinning – A large number of palm trees have not been regularly skinned in the past; in order to bring the palms up to the new standard a price per foot of skinning is required.

1.8.1 All palms shall be skinned 18” or to within two feet of the lowest green fronds. Palm fronds will be trimmed to the 10:00 and 2:00 o’clock position.

1.9 Performance Standards

Following is a list of required performance Standards and the recurrence interval for each activity:

1.9.1 Palm Tree trimming - Once annually

1.9.2 Work Schedule – The contract must be completed within 90 days from when work commences, as agreed upon by ROW Supervisor and Contractor.

1.10 DAMAGES


1.10.1 The Contractor shall be held responsible for damage done to irrigation system components and plant material due to operation of vehicles and maintenance equipment.

1.10.2 The Contractor shall repair all damaged components at his expense, if damage is due to the contractor’s careless operation of vehicles and maintenance equipment.

1.11 HAZARD AND SAFETY REPORTING

1.11.1 The Contractor shall, during the normal work hours, obtain emergency medical care for any member of the public who is in need of such care, due to illness or injury occurring on the work site.

1.11.2 The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on site, including a prompt report within one day thereof to the City ROW Supervisor, or designee, if the accident or death occurs within the City of Glendale boundaries.

 <p>GLENDALE</p>	<p>Solicitation Number: IFB 15-16</p> <p>PALM TREE TRIMMING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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5.0

PRICE SHEET

ITEM NO.	AREA ID	LOCATION	DESCRIPTION	TYPE	NO. OF PALMS	ANNUAL UNIT PRICE
5.1	X194	59th Ave. median, north of Mohawk		Date	1	\$ <u>29.00</u>
5.2	X369	Union Hills medians, 67th Ave. to 75th Ave.	Tall Palms in grass medians	Fan	10	\$ <u>29.00</u>
5.3	X370	75th Ave. medians, Union Hills to Beardsley	Tall Palms in grass medians	Fan	20	\$ <u>29.00</u>
5.4	X306, X002 B, X002	Union Hills medians, 59th Ave. to 67th Ave.		Date	31	\$ <u>29.00</u>
5.5	X192	Union Hills medians, 51st Ave. to 59th Ave.		Date	24	\$ <u>29.00</u>
5.6	X071B, X071C, X393	59th Ave. medians, Utopia to Beardsley		Fan	14	\$ <u>29.00</u>
5.7	X070, X483	59th Ave., east side, Grovers to Michigan		Fan	9	\$ <u>29.00</u>
5.8	X287	79th Ave. & Union Hills, SE corner		Date	3	\$ <u>29.00</u>
5.9	X073	59th Ave., west side, Country Gables to Calavar		Fan	29	\$ <u>29.00</u>
5.10	X424	67th Ave. & Port Au Prince	East side of 67th Ave., Rancho Mirage areas	Fan	10	\$ <u>29.00</u>
5.11	X068	59th Ave., east side, southbound from Crocus		Fan	4	\$ <u>29.00</u>
5.12	X293	59th Ave., west side, Sweetwater to Cactus	Omit church landscaping	Fan	28	\$ <u>29.00</u>
5.13	X311	59th Ave., west side, northbound from Sweetwater	Landscaped area	Fan	9	\$ <u>29.00</u>
5.14	X600	57th Ave. & Marshall Ranch Drive	Walkway that goes northbound to canal	Fan	2	\$ <u>29.00</u>
5.15	X180	Peoria Ave. medians, 61st Ave. to 63rd Ave.		Date	2	\$ <u>29.00</u>
5.16	X183	59th Ave., west side, Sunnyside to Mercer		Fan	26	\$ <u>29.00</u>
5.17	X185	Cholla, south side, 60th Ave. to 61st Ave.	Palms are on the corners	Fan	11	\$ <u>29.00</u>
5.18	X085, X610	Sierra, south side, westbound from 51st Ave.		Fan	6	\$ <u>29.00</u>



**Solicitation Number: IFB 15-16
PALM TREE TRIMMING SERVICES**

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

5.19	X179	Peoria Ave. medians, 55th Ave. to 59th Ave.		Date	5	\$ <u>29.00</u>
5.20	X182	59th Ave., east side, Desert Cove to Cactus		Fan	39	\$ <u>29.00</u>
5.21	X381	55th Ave., west side, southbound from Cactus		Fan	3	\$ <u>29.00</u>
5.22	X074	59th Ave., west side, southbound from Peoria	5 Dates, 3 Fans	Both	8	\$ <u>29.00</u>
5.23	X133	63rd Ave. & Olive, northwest corner		Date	1	\$ <u>29.00</u>
5.24	X173	61st Ave. & Peoria, south side		Fan	1	\$ <u>29.00</u>
5.25	X900	67th Ave. & Northern, southeast corner		Fan	4	\$ <u>29.00</u>
5.26	X089	51st Ave., west side, south of Northern to Orangewood	Omit Date Palms	Fan	34	\$ <u>29.00</u>
5.27	X109	Orangewood, north side, 51st Ave. to 55th Ave.	Omit park and fire station	Fan	24	\$ <u>29.00</u>
5.28	X671	55th Ave., east side, Belmont to Northern		Fan	20	\$ <u>29.00</u>
5.29	X671	Northern, south side, 53rd Ave. to 55th Ave.		Fan	16	\$ <u>29.00</u>
5.30	X516	55th Ave. & Northern, southwest corner		Date	3	\$ <u>29.00</u>
5.31	X376	55th Ave. & Palmaire	1 Palm NW corner, 1 Palm SW corner, Alley west of 55th Ave., south of Palmaire, 3 Palms	Fan	5	\$ <u>29.00</u>
5.32	X373	59th Ave., west side, Glendale to Bethany		Date	39	\$ <u>29.00</u>
5.33	X372	59th Ave., east side, Bethany to Glendale	Palms, east side, south of Maryland	Both	26	\$ <u>29.00</u>
5.34	X374	6829 North 57th Ave.		Fan	1	\$ <u>29.00</u>
5.35	X551	59th Ave. medians, Bethany to Glendale	2 medians	Date	7	\$ <u>29.00</u>
5.36	X0428	North side of Northern, east of 45th Ave.		Fan	1	\$ <u>29.00</u>
5.37	X107	Butler, south side, 47th Ave. to 49th Ave.		Fan	18	\$ <u>29.00</u>
5.38	X615	45th Ave. & Loma, circle median just west of 45th Ave. on Loma		Date	2	\$ <u>29.00</u>
5.39	X044	47th Ave. & Northern, southeast corner		Fan	2	\$ <u>29.00</u>
5.40	X080	51st Ave. & Northern, southeast corner	Circle area	Fan	2	\$ <u>29.00</u>
5.41	X122	47th Ave., both sides, Glendale to Orangewood	Omit Palms with concrete bases	Fan	59	\$ <u>29.00</u>



**Solicitation Number: IFB 15-16
PALM TREE TRIMMING SERVICES**

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

5.42	X378	47th Ave. & Rose Lane, southwest corner		Fan	7	\$ <u>29.00</u>
5.43	X614	45th Ave., east side, south of Glendale	Small retention area behind car lot	Fan	1	\$ <u>29.00</u>
5.44	X275	59th Ave., east side, Camelback to Montebello		Date	29	\$ <u>29.00</u>
5.45	X550	59th Ave. medians, Camelback to Bethany		Date	12	\$ <u>29.00</u>
5.46	X077	59th Ave., west side, Bethany to Camelback		Date	28	\$ <u>29.00</u>
5.47	X491	43rd Ave., west side, at Grand Ave.	33°30'41.52" N 112°09'06.73" W27	Date	23	\$ <u>29.00</u>
5.48	X210	79th Ave., east side, north & south of Palmyra		Fan	2	\$ <u>29.00</u>
5.49	X216	Glendale Harbor Blvd., south of Glendale, west side	Pork Chop median	Date	3	\$ <u>29.00</u>
5.50	X217	Glendale Harbor Blvd., south of Glendale, east side	Pork Chop median	Fan	4	\$ <u>29.00</u>
5.51	X168	Glendale Ave., south side, east of 77th Lane		Fan	1	\$ <u>29.00</u>
5.52	X140B(GO)	67th Ave. & Glendale medians	2 medians, N & S of Glendale & median on Glendale, east of 67th Ave.	Date	6	\$ <u>29.00</u>
5.53	X140A, X140D, X140F	Glendale Ave. medians, 67th Ave. to 75th Ave.	****X140A & 140D****GO****	Date	44	\$ <u>29.00</u>
5.54	X312, X379, X445, X535E, X535W	Glendale Ave. medians, 75th Ave. to 83rd Ave.		Date	23	\$ <u>29.00</u>
5.55	X142, X142B	Glendale Ave. medians, 83rd Ave. to 91st Ave.		Date	25	\$ <u>29.00</u>
5.56	X166	Camelback & 85th Ave., northwest corner & northeast corner	Behind monuments	Fan	5	\$ <u>29.00</u>
5.57	X201	Emerald Point 83rd Ave. east side, Georgia to Missouri Missouri, south side, 79th - 83rd Avenues 81st Ave., both sides, Missouri to south of Colter		Fan	15	\$ <u>29.00</u>
5.58	X512	Solano Drive, north side, 65th Ave. to 67th Ave.		Fan	3	\$ <u>29.00</u>
	X294	Glendale Ave., north side, 52nd Ave. to				



Solicitation Number: IFB 15-16
PALM TREE TRIMMING SERVICES

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

5.59		54th Ave.	2 in front of Cactus Jack's Auto	Fan	3	\$ <u>29.00</u>
5.60	X295	Glendale Ave., south side, 51st to 55th Avenues		Fan	8	\$ <u>29.00</u>
5.61	X203	Glendale Ave., north side, 43rd to 51st Avenues		Fan	95	\$ <u>29.00</u>
5.62	X204	Glendale Ave., south side, 43rd to 51st Avenues	Includes 47th Ave., west side, south of Glendale	Fan	90	\$ <u>29.00</u>
5.63	X103 (GO)	67th Ave., west side, Missouri to Medlock		Fan	2	\$ <u>29.00</u>
5.64	X165	Camelback, north side, 68th to 73rd Avenues		Fan	1	\$ <u>29.00</u>
5.65	X60B	Camelback median, west of 67th Ave.		Date	2	\$ <u>29.00</u>
5.66	X765	67th Ave. median, north of Camelback Road		Date	2	\$ <u>29.00</u>
JOBING.COM						
5.67	XA1	By Lake, 93rd to 95th Avenues		Date	34	\$ <u>29.00</u>
5.68	XA2, XA3	Glendale Ave. medians, 93rd Ave. to Loop 101		Date	22	\$ <u>29.00</u>
5.69	XA4	95th Ave. medians, Glendale to Maryland		Date	50	\$ <u>29.00</u>
5.70	XA5	93rd Ave. medians, Maryland to Glendale Ave.		Date	69	\$ <u>29.00</u>
5.71	XA6	Coyote Blvd. medians, 91st - 93rd Avenues		Date	5	\$ <u>29.00</u>
5.72	XA7	91st Ave. & Coyote Blvd., northwest corner		Date	8	\$ <u>29.00</u>
5.73	XAB	93rd Ave. & Coyote Blvd., northwest corner	Corner area as well as the north side of Coyote Blvd.	Date	5	\$ <u>29.00</u>
5.74	XA9	95th Ave. & Hanna Dr., northeast corner		Date	6	\$ <u>29.00</u>
5.75	XA10	93rd Ave. & Hanna Dr., northwest corner		Date	7	\$ <u>29.00</u>
5.76	XA11	93rd Ave. & Hanna Dr., southwest corner		Date	7	\$ <u>29.00</u>
Grand Total (Item 5.1 thru 5.76)					1206	\$ <u>34,974.00</u>

5.77	Additional skinning cost per foot outside of contracted amount	\$ <u>10.00</u> /Foot
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CITY OF GLENDALE

IFB# 15-16: PALM TREE TRIMMING SERVICES

PRICE SCHEDULE FOR ADDITIONAL SERVICES

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
Grid tree prune	Each	\$59.00
Removal:		
Tree & Stump Removal	Inch	\$28.00
Tree Only Removal	Inch	\$20.00
Stump Only Removal	Inch	\$12.00
Planting: (includes 90 day free watering)		
15-gallon	Each	\$125.00
24-inch box	Each	\$265.00
36-inch box	Each	\$825.00
GPS Tree Inventory Data Collection	Palm Only	\$3.00
GPS Tree Inventory Data Collection – Entire City	Tree/Palm	\$2.00
Use of Tree Inventory Database (AAOL)	Annually	No Charge
Tree Watering	Hour	\$50.00
Arborist Services	Hour	\$100.00
Crew Rental during business hours	Man Hour	\$63.00
Crew Rental after business hours/weekends	Man Hour	\$79.00
Specialty Equipment Rental with Operator	Hourly	\$79.00
-95 Ft. Boom		
-Crane		

COOPERATIVE PURCHASING

It is intended that any other public agency (e.g., city, county, school district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City of Glendale shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

EXHIBIT C
AGREEMENT WITH WEST COAST ARBORISTS, INC.
FOR
Palm Tree Trimming Services

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

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

unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
 - 2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
 - 2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
 4. **Exceptions.**
 - 4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
 - 4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 **Governmental Actions.** This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY		
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED				
WORKERS COMPENSATION STATUTORY	7/1/2015		WA7-66D-039499-074	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA, NV, AZ		
				EMPLOYERS LIABILITY		
				Bodily Injury by Accident \$1,000,000 Each Accident		
				Bodily Injury By Disease \$1,000,000 Policy Limit		
				Bodily Injury By Disease \$1,000,000 Each Person		
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2015		TB2-661-039499-014	General Aggregate \$2,000,000		
				Products / Completed Operations Aggregate \$2,000,000		
				Each Occurrence \$1,000,000		
				Personal & Advertising Injury \$1,000,000 Per Person / Organization		
	RETRO DATE			Other FIRE DAMAGES \$100,000		Other MEDICAL PAYMENTS \$5,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2015		AS7-661-039499-034	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined		
				Each Person		
				Each Accident or Occurrence		
				Each Accident or Occurrence		
OTHER Umbrella Excess Liability	7/1/2014 - 7/1/2015		TH7-661-039499-044	\$5,000,000 PER OCCURRENCE/AGGREGATE		
ADDITIONAL COMMENTS See Addendum						

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

IFB Number-15-16 Palm Tree Trimming

Liberty Mutual
Insurance Group

Certificate Holder

City of Glendale
5850 West Glendale Ave.
Glendale AZ 85301

Elaine Ujan

Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017

Elaine Ujan
AUTHORIZED REPRESENTATIVE
0564408

OFFICE

PHONE

DATE ISSUED



ADDITIONAL REMARKS SCHEDULE

AGENCY Liberty Mutual Insurance Co. National Insurance West		NAMED INSURED WEST COAST ARBORISTS, INC 2200 EAST VIA BURTON ANAHEIM CA 92806	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: NM FORM TITLE: Certificate of Casualty Insurance (07/10)
CERTIFICATE HOLDER: City of Glendale
ADDRESS: 5850 West Glendale Ave. Glendale AZ 85301

Re: IFB Number-15-16 Palm Tree Trimming

The City of Glendale, its officers, directors, employees, agents and assignees are additional insured(s) with regards to general liability and auto liability as their interest may appear where required by written contract. The insurance afforded by the GL policy for the benefit of the additional insured shall be primary and non-contributory.

Waiver of Subrogation included in favor of certificate holder on General Liability and/or Auto liability applies only to the specific jobs of the insured performed under written contract.

Waiver of Subrogation included in favor of certificate holder on WC where allowed by statute and applies only to the specific jobs of the insured performed under written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any located listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-651-039499-014
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and item 4. Other insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of item 4. Other insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and item 4. Other insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of item 4. Other insurance of SECTION IV of this policy will govern.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

**AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom you have agreed in writing to waive any right of recovery prior to a loss. Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization
Where required by contract or
written agreement prior to loss and
allowed by law.

Job Description

Subject to a minimum premium of
\$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-66D-039499-074

Effective Date

Premium \$

Issued to West Coast Arborists, Inc.



BID TABULATION SHEET

**FINANCE DEPARTMENT/MATERIALS
MANAGEMENT**

**IFB NAME: PALM TREE TRIMMING
SERVICES**

IFB NO.: 15-16

DUE DATE: June 26, 2014

CONTRACT ANALYST: Elmer Garcia

			ARTISTIC LAND MANAGEMENT, INC.		CREATIVE TREE CARE, LLC		UNITED RIGHT OF WAY		WEST COAST ARBORISTS, INC.	
ITEM NO.	DESCRIPTION/LOCATION OF TREES	ESTIMATED QUANTITY (A)	UNIT PRICE * (B)	EXTENDED PRICE (A X B)	UNIT PRICE * (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	59th Ave. median, north of Mohawk	1	\$46.00	\$46.00	\$39.00	\$39.00	\$45.00	\$45.00	\$29.00	\$29.00
5.2	Union Hills medians, 67th Ave. to 75th Ave.	10	\$60.00	\$600.00	\$32.50	\$325.00	\$45.00	\$450.00	\$29.00	\$290.00
5.3	75th Ave. medians, Union Hills to Beardsley	20	\$60.00	\$1,200.00	\$32.50	\$650.00	\$45.00	\$900.00	\$29.00	\$580.00
5.4	Union Hills medians, 59th Ave. to 67th Ave.	31	\$46.00	\$1,426.00	\$39.00	\$1,209.00	\$45.00	\$1,395.00	\$29.00	\$899.00
5.5	Union Hills medians, 51st Ave. to 59th Ave.	24	\$46.00	\$1,104.00	\$39.00	\$936.00	\$45.00	\$1,080.00	\$29.00	\$696.00
5.6	59th Ave. medians, Utopia to Beardsley	14	\$46.00	\$644.00	\$32.50	\$455.00	\$45.00	\$630.00	\$29.00	\$406.00
5.7	59th Ave., east side, Grovers to Michigan	9	\$46.00	\$414.00	\$32.50	\$292.50	\$45.00	\$405.00	\$29.00	\$261.00
5.8	79th Ave. & Union Hills, SE corner	3	\$48.00	\$144.00	\$39.00	\$117.00	\$45.00	\$135.00	\$29.00	\$87.00
5.9	59th Ave., west side, Country Gables to Calavar	29	\$46.00	\$1,334.00	\$32.50	\$942.50	\$45.00	\$1,305.00	\$29.00	\$841.00
5.10	67th Ave. & Port Au Prince	10	\$46.00	\$460.00	\$32.50	\$325.00	\$45.00	\$450.00	\$29.00	\$290.00
5.11	59th Ave., east side, southbound from Crocus	4	\$45.00	\$180.00	\$32.50	\$130.00	\$45.00	\$180.00	\$29.00	\$116.00
5.12	59th Ave., west side, Sweetwater to Cactus	28	\$46.00	\$1,288.00	\$32.50	\$910.00	\$45.00	\$1,260.00	\$29.00	\$812.00
5.13	59th Ave., west side, northbound from Sweetwater	9	\$45.00	\$405.00	\$32.50	\$292.50	\$45.00	\$405.00	\$29.00	\$261.00
5.14	57th Ave. & Marshall Ranch Drive	2	\$45.00	\$90.00	\$32.50	\$65.00	\$45.00	\$90.00	\$29.00	\$58.00
5.15	Peoria Ave. medians, 61st Ave. to 63rd Ave.	2	\$45.00	\$90.00	\$39.00	\$78.00	\$45.00	\$90.00	\$29.00	\$58.00
5.16	59th Ave., west side, Sunnyside to Mercer	26	\$45.00	\$1,170.00	\$32.50	\$845.00	\$45.00	\$1,170.00	\$29.00	\$754.00
5.17	Cholla, south side, 60th Ave. to 61st Ave.	11	\$45.00	\$495.00	\$32.50	\$357.50	\$45.00	\$495.00	\$29.00	\$319.00
5.18	Sierra, south side, westbound from 51st Ave.	6	\$45.00	\$270.00	\$32.50	\$195.00	\$45.00	\$270.00	\$29.00	\$174.00
5.19	Peoria Ave. medians, 55th Ave. to 59th Ave.	5	\$45.00	\$225.00	\$39.00	\$195.00	\$45.00	\$225.00	\$29.00	\$145.00
5.20	59th Ave., east side, Desert Cove to Cactus	39	\$45.00	\$1,755.00	\$32.50	\$1,267.50	\$45.00	\$1,755.00	\$29.00	\$1,131.00
5.21	55th Ave., west side, southbound from Cactus	3	\$45.00	\$135.00	\$32.50	\$97.50	\$45.00	\$135.00	\$29.00	\$87.00
5.22	59th Ave., west side, southbound from Peoria	8	\$45.00	\$360.00	\$36.56	\$292.50	\$45.00	\$360.00	\$29.00	\$232.00
5.23	63rd Ave. & Olive, northwest corner	1	\$45.00	\$45.00	\$39.00	\$39.00	\$45.00	\$45.00	\$29.00	\$29.00



BID TABULATION SHEET

**FINANCE DEPARTMENT/MATERIALS
MANAGEMENT**

**IFB NAME: PALM TREE TRIMMING
SERVICES**

IFB NO.: 15-16

DUE DATE: June 26, 2014

CONTRACT ANALYST: Elmer Garcia

			ARTISTIC LAND MANAGEMENT, INC.		CREATIVE TREE CARE, LLC		UNITED RIGHT OF WAY		WEST COAST ARBORISTS, INC.	
5.24	61st Ave. & Peoria, south side	1	\$45.00	\$45.00	\$32.50	\$32.50	\$45.00	\$45.00	\$29.00	\$29.00
5.25	67th Ave. & Northern, southeast corner	4	\$45.00	\$180.00	\$32.50	\$130.00	\$45.00	\$180.00	\$29.00	\$116.00
5.26	51st Ave., west side, south of Northern to Orangewood	34	\$45.00	\$1,530.00	\$32.50	\$1,105.00	\$45.00	\$1,530.00	\$29.00	\$986.00
5.27	Orangewood, north side, 51st Ave. to 55th Ave.	24	\$40.00	\$960.00	\$39.00	\$936.00	\$45.00	\$1,080.00	\$29.00	\$696.00
5.28	55th Ave., east side, Belmont to Northern	20	\$45.00	\$900.00	\$32.50	\$650.00	\$45.00	\$900.00	\$29.00	\$580.00
5.29	Northern, south side, 53rd Ave. to 55th Ave.	16	\$45.00	\$720.00	\$32.50	\$520.00	\$45.00	\$720.00	\$29.00	\$464.00
5.30	55th Ave. & Northern, southwest corner	3	\$45.00	\$135.00	\$39.00	\$117.00	\$45.00	\$135.00	\$29.00	\$87.00
5.31	55th Ave. & Palмира	5	\$45.00	\$225.00	\$32.50	\$162.50	\$45.00	\$225.00	\$29.00	\$145.00
5.32	59th Ave., west side, Glendale to Bethany	39	\$46.00	\$1,794.00	\$39.00	\$1,521.00	\$45.00	\$1,755.00	\$29.00	\$1,131.00
5.33	59th Ave., east side, Bethany to Glendale	26	\$45.00	\$1,170.00	\$34.62	\$900.00	\$45.00	\$1,170.00	\$29.00	\$754.00
5.34	6829 North 57th Ave.	1	\$45.00	\$45.00	\$32.50	\$32.50	\$45.00	\$45.00	\$29.00	\$29.00
5.35	59th Ave. medians, Bethany to Glendale	7	\$45.00	\$315.00	\$39.00	\$273.00	\$45.00	\$315.00	\$29.00	\$203.00
5.36	North side of Northern, east of 45th Ave.	1	\$45.00	\$45.00	\$32.50	\$32.50	\$45.00	\$45.00	\$29.00	\$29.00
5.37	Butler, south side, 47th Ave. to 49th Ave.	18	\$46.00	\$828.00	\$32.50	\$585.00	\$45.00	\$810.00	\$29.00	\$522.00
5.38	45th Ave. & Loma, circle median just west of 45th Ave. on Loma	2	\$45.00	\$90.00	\$39.00	\$78.00	\$45.00	\$90.00	\$29.00	\$58.00
5.39	47th Ave. & Northern, southeast corner	2	\$45.00	\$90.00	\$32.50	\$65.00	\$45.00	\$90.00	\$29.00	\$58.00
5.40	51st Ave. & Northern, southeast corner	2	\$45.00	\$90.00	\$32.50	\$65.00	\$45.00	\$90.00	\$29.00	\$58.00
5.41	47th Ave., both sides, Glendale to Orangewood	59	\$47.00	\$2,773.00	\$32.50	\$1,917.50	\$45.00	\$2,655.00	\$29.00	\$1,711.00
5.42	47th Ave. & Rose Lane, southwest corner	7	\$45.00	\$315.00	\$32.50	\$227.50	\$45.00	\$315.00	\$29.00	\$203.00
5.43	45th Ave., east side, south of Glendale	1	\$45.00	\$45.00	\$32.50	\$32.50	\$45.00	\$45.00	\$29.00	\$29.00
5.44	59th Ave., east side, Camelback to Montebello	29	\$46.00	\$1,334.00	\$39.00	\$1,131.00	\$45.00	\$1,305.00	\$29.00	\$841.00
5.45	59th Ave. medians, Camelback to Bethany	12	\$46.00	\$552.00	\$39.00	\$468.00	\$45.00	\$540.00	\$29.00	\$348.00
5.46	59th Ave., west side, Bethany to Camelback	28	\$46.00	\$1,288.00	\$39.00	\$1,092.00	\$45.00	\$1,260.00	\$29.00	\$812.00
5.47	43rd Ave., west side, at Grand Ave.	23	\$45.00	\$1,035.00	\$39.00	\$897.00	\$45.00	\$1,035.00	\$29.00	\$667.00



BID TABULATION SHEET

**FINANCE DEPARTMENT/MATERIALS
MANAGEMENT**

**IFB NAME: PALM TREE TRIMMING
SERVICES**

IFB NO.: 15-16

DUE DATE: June 26, 2014

CONTRACT ANALYST: Elmer Garcia

			ARTISTIC LAND MANAGEMENT, INC.	CREATIVE TREE CARE, LLC	UNITED RIGHT OF WAY	WEST COAST ARBORISTS, INC.				
5.48	79th Ave., east side, north & south of Palmaria	2	\$45.00	\$90.00	\$32.50	\$65.00	\$45.00	\$90.00	\$29.00	\$58.00
5.49	Glen Harbor Blvd., south of Glendale, west side	3	\$45.00	\$135.00	\$39.00	\$117.00	\$45.00	\$135.00	\$29.00	\$87.00
5.50	Glen Harbor Blvd., south of Glendale, east side	4	\$45.00	\$180.00	\$32.50	\$130.00	\$45.00	\$180.00	\$29.00	\$116.00
5.51	Glendale Ave., south side, east of 77th Lane	1	\$45.00	\$45.00	\$32.50	\$32.50	\$45.00	\$45.00	\$29.00	\$29.00
5.52	67th Ave. & Glendale medians	6	\$46.00	\$276.00	\$39.00	\$234.00	\$45.00	\$270.00	\$29.00	\$174.00
5.53	Glendale Ave. medians, 67th Ave. to 75th Ave.	44	\$46.00	\$2,024.00	\$39.00	\$1,716.00	\$45.00	\$1,980.00	\$29.00	\$1,276.00
5.54	Glendale Ave. medians, 75th Ave. to 83rd Ave.	23	\$46.00	\$1,058.00	\$39.00	\$897.00	\$45.00	\$1,035.00	\$29.00	\$667.00
5.55	Glendale Ave. medians, 83rd Ave. to 91st Ave.	25	\$46.00	\$1,150.00	\$39.00	\$975.00	\$45.00	\$1,125.00	\$29.00	\$725.00
5.56	Camelback & 85th Ave., northwest corner & northeast corner	5	\$45.00	\$225.00	\$32.50	\$162.50	\$45.00	\$225.00	\$29.00	\$145.00
5.57	Emerald Point 83rd Ave. east side, Georgia to Missouri Missouri, south side, 79th -3rd Avenues 81st Ave., both sides, Missouri to south of Colter	15	\$45.00	\$675.00	\$32.50	\$487.50	\$45.00	\$675.00	\$29.00	\$435.00
5.58	Solano Drive, north side, 65th Ave. to 67th Ave.	3	\$45.00	\$135.00	\$32.50	\$97.50	\$45.00	\$135.00	\$29.00	\$87.00
5.59	Glendale Ave., north side, 52nd Ave. to 54th Ave.	3	\$45.00	\$135.00	\$32.50	\$97.50	\$45.00	\$135.00	\$29.00	\$87.00
5.60	Glendale Ave., south side, 51st to 55th Avenues	8	\$45.00	\$360.00	\$32.50	\$260.00	\$45.00	\$360.00	\$29.00	\$232.00
5.61	Glendale Ave., north side, 43rd to 51st Avenues	95	\$50.00	\$4,750.00	\$32.50	\$3,087.50	\$45.00	\$4,275.00	\$29.00	\$2,755.00
5.62	Glendale Ave., south side, 43rd to 51st Avenues	90	\$50.00	\$4,500.00	\$32.50	\$2,925.00	\$45.00	\$4,050.00	\$29.00	\$2,610.00
5.63	67th Ave., west side, Missouri to Medlock	2	\$45.00	\$90.00	\$32.50	\$65.00	\$45.00	\$90.00	\$29.00	\$58.00
5.64	Camelback, north side, 68th to 73rd Avenues	1	\$45.00	\$45.00	\$32.50	\$32.50	\$45.00	\$45.00	\$29.00	\$29.00
5.65	Camelback median, west of 67th Ave.	2	\$45.00	\$90.00	\$39.00	\$78.00	\$45.00	\$90.00	\$29.00	\$58.00
5.66	67th Ave. median, north of Camelback Road	2	\$45.00	\$90.00	\$39.00	\$78.00	\$45.00	\$90.00	\$29.00	\$58.00
JOBING .COM										
5.67	By Lake, 93rd to 95th Avenues	34	\$46.00	\$1,564.00	\$39.00	\$1,326.00	\$45.00	\$1,530.00	\$29.00	\$986.00
5.68	Glendale Ave. medians, 93rd Ave. to Loop 101	22	\$46.00	\$1,012.00	\$39.00	\$858.00	\$45.00	\$990.00	\$29.00	\$638.00



BID TABULATION SHEET

**FINANCE DEPARTMENT/MATERIALS
MANAGEMENT**

**IFB NAME: PALM TREE TRIMMING
SERVICES**

IFB NO.: 15-16

DUE DATE: June 26, 2014

CONTRACT ANALYST: Elmer Garcia

			ARTISTIC LAND MANAGEMENT, INC.		CREATIVE TREE CARE, LLC		UNITED RIGHT OF WAY		WEST COAST ARBORISTS, INC.	
5.69	95th Ave. medians, Glendale to Maryland	50	\$46.00	\$2,300.00	\$39.00	\$1,950.00	\$45.00	\$2,250.00	\$29.00	\$1,450.00
5.70	93rd Ave. medians, Maryland to Glendale Ave.	69	\$46.00	\$3,174.00	\$39.00	\$2,691.00	\$45.00	\$3,105.00	\$29.00	\$2,001.00
5.71	Coyote Blvd. medians, 91st - 93rd Avenues	5	\$46.00	\$230.00	\$39.00	\$195.00	\$45.00	\$225.00	\$29.00	\$145.00
5.72	91st Ave. & Coyote Blvd., northwest corner	8	\$46.00	\$368.00	\$39.00	\$312.00	\$45.00	\$360.00	\$29.00	\$232.00
5.73	93rd Ave. & Coyote Blvd., northwest corner	5	\$46.00	\$230.00	\$39.00	\$195.00	\$45.00	\$225.00	\$29.00	\$145.00
5.74	95th Ave. & Hanna Dr., northeast corner	6	\$46.00	\$276.00	\$39.00	\$234.00	\$45.00	\$270.00	\$29.00	\$174.00
5.75	93rd Ave. & Hanna Dr., northwest corner	7	\$46.00	\$322.00	\$39.00	\$273.00	\$45.00	\$315.00	\$29.00	\$203.00
5.76	93rd Ave. & Hanna Dr., southwest corner	7	\$46.00	\$322.00	\$39.00	\$273.00	\$45.00	\$315.00	\$29.00	\$203.00
Sub-Total (Items 5.1 thru 5.76)				\$56,235.00		\$42,870.50		\$54,270.00		\$34,974.00
5.77	Additional skinning cost per foot outside of contracted amount	1000	\$8.00	\$8,000.00	\$7.00	\$7,000.00	\$9.00	\$9,000.00	\$10.00	\$10,000.00
Grand Total (Items 5.1 thru 5.77)				\$64,235.00		\$49,870.50		\$63,270.00		\$44,974.00

*Prices offered were extended amounts (Quantities X Unit Prices). Prices were recalculated by Materials Management to reflect the true Unit Price.

AWARD DETERMINATION:
Award is recommended to: WEST COAST ARBORISTS, INC.
The Offeror is deemed the lowest responsible and responsive bidder.



Legislation Description

File #: 15-040, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DICK & FRITSCHE DESIGN GROUP, INC. FOR THE FINAL DESIGN OF A TRANSIT CENTER AT ARROWHEAD TOWNE CENTER

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 Dick & Fritsche Design Group, Inc. (DFDG) in an amount not to exceed \$368,784 for final design of a transit center at Arrowhead Towne Center.

Background

As part of the regional transit system, Glendale and various regional transportation plans have identified the need for a dedicated transit center in north Glendale.

A 2007 study confirmed the need for a transit center in north Glendale due to the convergence of multiple transit routes in the area of Loop 101 and Bell Road, as well as the lack of adequate infrastructure to support existing transit service. Currently, three local and two express bus routes serve the north Glendale area.

On December 7, 2011, the city requested qualifications for professional planning and design services for the North Glendale Park-and-Ride/Transit Center project. A review panel comprised of representatives from Transportation, Engineering and Planning, along with regional transit professionals from the City of Phoenix and the RPTA, reviewed six proposals. Three firms were interviewed. The panel selected DFDG to study and design the facility to the 30 percent level. The terms of the agreement with DFDG included, at the city's discretion, an option for DFDG to complete the design of the project.

The project is currently at the 30 percent design stage for the transit center, and this agreement will allow for the completion of the design phase. A separate agreement will be brought forward for Council's consideration at a later date for the park-and-ride portion of the project.

Analysis

DFDG identified several transit center sites for consideration in north Glendale. After an evaluation of these sites, along with several public meetings and outreach opportunities during the study, it was determined that the preferred transit center site would be located at Arrowhead Towne Center. The existing transit center is currently located at the mall; however, it has minimal amenities for passengers.

Currently, no formal agreement exists between the city and the owner of Arrowhead Towne Center, Macerich, to operate transit service at the mall. In conjunction with upgrading the amenities at the mall, the

city will enter into a long-term license agreement with Macerich, thereby ensuring continued and uninterrupted transit service at the mall for many years to come.

Previous Related Council Action

On December 16, 2014, staff updated Council on the progress of the project at a Workshop session, which included preliminary conceptual renderings of the transit center, as well as the proposed park-and-ride facility.

At its April 15, 2014 Workshop session, Council was given an update on the progress of the project.

On August 14, 2012, Council approved the Professional Services Agreement with DFDG, not to exceed \$722,735 for the planning and preliminary design services for the North Glendale Park-and-Ride/Transit Center project.

On June 14, 2011, Council adopted a resolution authorizing the City Manager to enter into five intergovernmental agreements with the City of Phoenix for acceptance of pass-through Federal Transit Administration grants, which included federal funding for this project.

Community Benefit/Public Involvement

Construction of the transit center will encourage transit use by the public at Arrowhead Towne Center. Over 75,000 boardings occur each year at the mall. These boardings are a combination of transit users going to the mall to work and passengers utilizing the retail opportunities that Arrowhead Towne Center provides. A dedicated transit center at the mall will ensure that transit users have a safe and convenient location to access the mall for shopping and employment.

Budget and Financial Impacts

A total of \$1,686,354 has been secured for the pre-design and design phases for the North Glendale Park-and-Ride/Transit Center project. Of that amount, \$1,476,262 is Federal grant funds, and \$210,092 is regional funds allocated to the preconstruction phase of this project. No local funds are required for this phase of the project.

Council previously authorized the expenditure of \$722,735 with their approval of the initial professional services agreement with DFDG on August 14, 2012. It is estimated that the cost to complete this final design phase for the transit center facility will not exceed \$368,784. The remainder of the preconstruction monies allocated to this project will be used to complete the design phase of the park-and-ride facility.

Cost	Fund-Department-Account
\$300,000	1650-67538-551200, FTA 0203 Design Arrowhead TC
\$68,784	1650-67537-551200, FTA X006 Predesign Arrowhead TC

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
NORTH GLENDALE TRANSIT CENTER
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Dick & Fritsche Design Group, Inc, an Arizona Corporation, ("Consultant") as of the _____ day of _____, 2014 ("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. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, 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 \$368,784 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, Contractor 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 Contractor, 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. 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 **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 Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor'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 **Contractor'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 Contractor'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.

8.3 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 Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor 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 Contractor, its employees, agent(s) and subcontractor(s).

8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor 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 Contractor'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.

Contractor'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 Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 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 Contractor, the Project or the insurer.

9. **Immigration Law Compliance.**

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 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.

10.2 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:

Michael Schmitt, AIA
 Dick & Fritsche Design Group, Inc.
 4545 E. McKinley Street | Phoenix, AZ 85008

- 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 William Passmore
 5850 W. Glendale Ave.
 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.

11. 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.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

12.6 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.

12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a two (2) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) 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 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. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.
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	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(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: Brenda S. Fischer, ICMA-CM
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Dick & Fritsche Design Group, Inc.,
an Arizona Corporation



By: Michael Schmitt, AIA
Its: President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement

NORTH GLENDALE TRANSIT CENTER

Design and Construction Administration Services
North Glendale Transit Center at Arrowhead Towne Center
CITY OF GLENDALE, ARIZONA

BACKGROUND

The North Glendale transit facilities, a transit center and a park & ride, are part of a regional plan to encourage ridesharing to reduce congestion and improve air quality. Currently no formal transit facility(s) exists in or around the Arrowhead/north Glendale area. The City conducted a preliminary planning study in 2007, which identified two facilities collocated on the north site parking area (food court entrance) of Arrowhead Towne Center, located approximately on the northwest corner of 75th Avenue and Bell Road. In 2011 the City obtained the federal funds necessary to move this project forward. The City identified two distinct phases for this project: Phase I (Planning) and Phase II (Design and Construction Services).

Phase I focused on conducting a transit demand analysis, needs assessment, an analysis of alternatives for a transit center/park-and-ride facility(s) in accord with the National Environmental Policy Act (NEPA) requirements and advancing the preferred concept to a 30% planning level design. This phase is complete and two separate locations have been identified for the transit center and park-and-ride facilities. During this phase both sites were determined to be Categorical Exclusions (CE) under 23 Code of Federal Regulations 771.118(c)(9).

The current passenger boarding/alighting location for fixed-route transit services is on the north side of the Arrowhead Towne Center and is served by three local routes. The location has been established to be the permanent Transit Center.

Phase II will focus on the preliminary and final design and construction management of the Transit Center facility.

All phases of this project will utilize federal funds provided by the Federal Transit Administration (FTA). Given the fact that federal funds will be used, the consultant must conform to federal and state regulations. The City of Phoenix (regional federal recipient of FTA funds in Maricopa County) has not established a DBE participation goal for this phase of the project; however they extend to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Consultant will endeavor to comply with the intent of the DBE participation program. This project scope does not qualify for a USGBC LEED rating, nonetheless, the City's goal is to be prudent in utilizing cost effective sustainable strategies in the design and construction of this Transit Center facility.

PHASE II - GENERAL PROJECT ELEMENTS:

- ◆ General Site Civil
- ◆ Site Lighting / Electrical (Wright Engineering)
- ◆ Traffic/Circulation
- ◆ Underground Utilities
- ◆ Landscape Architecture (J2 [DBE])
- ◆ Irrigation Design (J2 [DBE])
- ◆ Drainage
- ◆ Site Amenities
- ◆ Architecture
- ◆ Approx. Two (2-3) 3-D Rendered Views at Completion of Each of Three Design Phase
- ◆ Structural Engineering (PK Associates)
- ◆ Building / Canopy / Solar Related Mechanical, Electrical, Plumbing (Energy Systems Design)
- ◆ Signage / Graphics (Thinking Caps [DBE])
- ◆ Security
- ◆ Survey
- ◆ Soils Engineering Information (Speedie Associates)
- ◆ Protect the magnitude and duration of construction impacts
- ◆ Public Outreach / Notification (Gunn Communications [DBE])
- ◆ Specifications, Quantities and Engineer's Estimate
- ◆ Post Design Services
- ◆ Construction Administration Services

Exhibit B defines the detailed Scope of Work for the Phase II, Design and Construction Administration services to be provided under this contract.

END EXHIBIT A

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

Design and Construction Administration Services
North Glendale Transit Center at Arrowhead Towne Center
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SERVICES REQUIRED FOR THE TRANSIT CENTER FACILITY

The proposed services include the preliminary and final design and construction management of the Transit Center facility at the Arrowhead Towne Center in Glendale, Arizona. The property has been previously improved, and it is determined that no additional environmental clearance is required at this site. The majority of required infrastructure exists; this project will expand and modernize transit facilities at this location. The facilities will include an improved bus boarding/alighting platform near the north entrance to the Arrowhead Towne Center (a regional mall) , as well as an improved bus lay-over area along the north side of the property's perimeter roadway. It is intended that the Transit Center facility be designed in a sustainable way, and to be certifiable to the USGBC LEED-Silver level. Actual certification is not a component of this scope.

The Consultant Team will provide preliminary and final design services for the preparation of Plans, Specifications and Estimate for a Transit Center facility that will include bus bays, platform(s), and lighted passenger shelters and amenities and transit ticket vending. Other improvements include replacement of roadway along primary bus route, landscaping and irrigation, shaded layover spaces, pavement markings and signing. Coordination with Macerich, utilities, the City of Glendale, and other agencies within the project area will be provided.

The project will be delivered through three major phases. Based on preliminary design concepts developed through the Phase I Environmental and Site Assessment work, the **intermediate design phase** will provide 60% design to establish circulation patterns, site layout, landscaping, building type and design, and other amenities and enhancements. These findings will be reported in a Technical Memorandum. The **final design phase** will take the recommendations of the Technical Memorandum through 100% and final design to provide permit ready construction documents. In addition, bidding assistance will be provided. The last phase will be the **construction administration phase** where construction administration services will be provided through the completion of the facility.

The proposed schedule for this project is 400 calendar days from Notice to Proceed (NTP) to construction completion.

DESIGN PROGRAM

The Phase I effort has established the capacity and requirements for bus operations, as well as the general requirements for the passenger boarding area. The Transit Center will share common-area property with the Arrowhead Towne Center. The ownership of the Arrowhead Towne Center is developing plans for additional customer amenities in this area. The Consultant shall endeavor to coordinate design efforts for the Transit Center area with the Mall ownership, in order to ensure compatibility with their planned improvements.

Following is the detailed Scope of Work for the design and construction administration services under this contract.

PART 1: DESIGN PHASE SERVICES

TASK 100. PROJECT MANAGEMENT

Federal funds will be utilized for this project. The Consultant shall provide project management services for performance of the contract and shall include all administrative elements required to complete the project including but not limited to attending meetings, preparing minutes of meetings, coordination with the City of Glendale, Macerich, as well as other agencies and consultants, cash flow projection, invoicing, progress reporting, quality control and other administrative functions.

To provide project management and control of the prime contract and all subcontracts, preparation of the schedule, budget, and monthly progress reports. Specific activities shall include the following:

1. **Project Plan:** The Consultant shall complete a project plan within 10 days of Notice to Proceed (NTP), updated as required through the duration of the project. The project plan will include scope, work plan and products, organization and staffing, communication mechanisms, and project standards.
2. **Project Schedule:** The Consultant shall prepare a detailed schedule of project activities, updated as required through the duration of the project. Plan and provide adequate resources to assure schedule requirements are met. Schedule requirements shall incorporate both internal and external milestones.
3. **Invoicing and Progress Reports:** The Consultant shall prepare monthly invoices and progress reports. Documentation will show the hours worked by project personnel and other direct expenses related to the project.
4. **Earned Value Reports:** The Consultant shall prepare Earned Value Reports that compare work accomplished (percent complete) with schedule activities and compare expenditures with original or planned task budgets.
5. **Project Meetings:** The Consultant shall conduct meetings including: one (1) project kickoff meeting; (16) periodic progress and coordination meetings through Construction Document Phase, with the City and with various stakeholders. The Consultant will prepare meeting agendas and meeting minutes for comment and review, and revise and distribute as appropriate. The Consultant will conduct up to three (3) Comment Resolution Reviews.
6. **Project Coordination:** Coordinate with the City, Macerich, APS, other stakeholders and team members as required to retrieve and share project information throughout project design.
7. **Project Standards:** Determine project design standards to be applied as the contract documents are developed. Prepare design criteria document in written, tabular format.
8. **Subconsultant Management:** The Consultant will oversee work of sub-consultants, to ensure ongoing general compliance with the project's contractual requirements, schedule and budget

compliance. The Consultant will also receive, review and submit Subconsultant invoices, and ensure they are paid promptly.

9. **Communications and Document Control:** The Consultant shall be responsible for initiating and leading project communication, including publication of agendas and meeting summaries. As project milestones are reached, the Consultant will assemble the required deliverables from each Subconsultant, and compile comprehensive document submittals for the City, Macerich, utilities and stakeholders as directed by the City of Glendale.
10. **Quality Assurance:** Review of engineering analysis, calculations, plans, specifications and estimate by senior engineers per Consultant QA/QC Manual to assure quality product.

TASK 200. COMPILATION OF EXISTING INFORMATION (Technical Memorandum)

The purpose of this task is to collect, review and analyze all relevant prior studies, reports, supporting technical memoranda developed for the North Glendale Transit Center project. Additionally, the purpose of this task is to assist the client in determining the preferred site design and appurtenances for the Transit Center facility. Determinations shall include bus bays, platform(s), passenger shelters, canopies, lighting, landscaping and irrigation, and layover spaces. The work proposed shall be coordinated with the property owner, Macerich

1. **Data Collection:** The Consultant shall obtain the following existing information from the City of Glendale, and other regulatory agencies that may be involved: reference materials for the project and information on requirements for permitting; as-built information (for the Arrowhead Towne Center site and building (if available); traffic and noise analyses; traffic volume and speed counts as required for alternatives analysis; transit service levels, existing and proposed; transportation plans; ADA services and requirements; design criteria; off-site mitigation requirements; geotechnical reports; review of Environmental Document to ascertain potential stipulations; and City of Glendale and other regulatory agency's requirements, design standards, criteria and details, Macerich' design and construction criteria and all other information or documents pertinent to the project.
2. Create a log of all data compiled for this project.
3. Review and analyze existing data assembled for this project, to determine adequacy and relative accuracy of information. Notify the City Project Manager should there be deficiencies found in the data obtained, or requirement for additional data.
4. Prepare a Project / Utilities Contact List naming all point-of-contact persons for known governmental agencies or departments, utility liaisons, Owner representatives, Consultant and sub-consultant personnel associated with this project. Distribute the Contact List to the entire team. Update the Contact List, as individuals are added or removed from involvement. Include Contractor, once selected.
5. Provide photographic / video-graphic documentation of existing site conditions, for reference during design, and to memorialize current existing conditions before the Contractor begins work.

6. Survey: Macerich, the property owner of the Transit Center site will furnish their available survey information to the Consultant. An allowance has been established within this contract, to cover the cost of any supplemental survey or site surveillance required, beyond what is provided by the property owner. Question: To what level is Macerich's survey information? Does their survey include coordinates (plus/minus 0.10-ft) and elevations (plus/minus 0.05-ft.)?
7. Geotechnical: Perform geotechnical investigation and provide additional information on shelter foundations, pavement design, and other information as required for the design of the Transit Center. The geotechnical information shall include borings, analysis and geotechnical report. Samples from the borings will be tested in a laboratory and design analysis will be performed. Work will include characterizing the subsoil conditions at the site. The City will approve an asphaltic design based on the geotechnical report provided by the Consultant.
8. Facilitate up to three (3) design charrettes with the Property Owner's (Macerich) design team, to ensure the Transit Center design near the entrance to the Arrowhead Towne Center, is compatible with the overall design intent for the entry plaza area.

TASK 300. INTERMEDIATE SITE ENGINEERING (60% DESIGN)

Based on the 30% Planning Concept developed as a part of the previous Phase I Environmental Study, and design input received from Macerich, the property owner, the Consultant shall prepare 60% plans for the preferred site layout and associated appurtenances. Design will incorporate the basic criteria from the local jurisdiction regarding ingress and egress, landscaping, utilities, and other building elements on the site, set-backs, land use codes, and preliminary design for on-site roadway improvements. Plan sheets to be included are: Civil-Site, Landscape, Architectural, Mechanical / Plumbing and Electrical. The scope of work for this effort includes the following:

1. The Consultant will provide Intermediate Engineering Design Plans (60%) that will include all plans required as part of the Preliminary Site Engineering submittal for the City. In addition, the Consultant shall include cross sections, temporary erosion control plan, irrigation plan, electrical plan, signing and striping plans, art details, landscape details, irrigation details, electrical details for any major project elements. The Consultant shall also provide Intermediate Design Plans (60%) for shade canopies near boarding/alighting platform and bus lay-over areas. The plans will include architectural design, as well as structural and electrical engineering.
 - a. The feasibility of utilizing photovoltaic panels or other alternative energy generation may be considered. An allowance amount is established within this contract to cover the cost of that study and/or design, if undertaken.
2. Coordinate the work of our primary sub-consultant (Jacobs) as required to develop civil engineering of the boarding/alighting platform, bus lay-over zone and roadway improvements. In addition, coordinate the design of structural components for canopies, electrical distribution for lighting and passenger amenities and landscape / hardscape design; all prepared by sub-consultants.
3. The Consultant shall review in-progress design information with property owner (Macerich) to confirm project development remains compliant with the overall design intent of their mall entry plaza, and will coordinate with Macerich to identify water supply for the Transit Stop area, for operation of a potential new drinking fountain, as well as power and data for passenger

amenities. It is assumed that a suitable potable water supply and adequate electrical and fiber data is available within close proximity to the Arrowhead Towne Center's north entry plaza area.

4. A Ticket Vending Machine (TVM) is planned at the passenger boarding area of the Transit Center. The device will require data (via fiber optic) and electrical infrastructure. The Consultant will locate and provide mounting details to ensure the TVM is visible, and Accessible to transit users.
5. The Consultant shall provide draft specifications for all major construction elements, including but not limited to, earthwork, asphalt concrete paving, cement concrete paving, water supply system, storm water system, sanitary sewer system, irrigation system, landscaping and transit patron shelters. The Consultant will clearly identify the specific items requiring the City's review and approval, such as types of shelter structures, electrical fixtures to be used, pavement materials, types of irrigation equipment, etc.
6. The Consultant shall provide an itemized project cost estimate with unit prices, quantities, and total cost.
7. The Consultant shall provide the Final Technical Information Report (TIR) that includes description of pre-existing conditions; drainage calculations, and recommended drainage collection revisions, modifications, detention and treatment systems, etc., as required for the facility.
8. The Consultant shall provide preliminary pavement calculations that include all data used in the pavement calculations and analysis.
9. The consultant shall provide structural calculations and preliminary design details for all major structural elements, which include the passenger and bus canopy structures.
10. The Consultant shall provide preliminary energy-use calculations, and lighting calculations. Lighting calculations to include lighting criteria, lighting data for equipment, and lighting calculations and foot-candle plan including the photometric plan. Because this is not an enclosed building, an "energy model" is not required, and will not be included with deliverables.
11. The Consultant will conduct a utility coordination meeting with impacted utilities, and will provide each utility with the 60% Intermediate Design (pdf format).

INTERMEDIATE 60% DESIGN SUBMITTALS (2 full-size sets + 4 half-size sets)

The initial design shall consist of the preparation of intermediate plans (60%) including drawings, engineer's estimate and draft specifications for review and approval by the City of Glendale. All plans shall be 30-scale full size at 24"x36" or 60 scale half size at 12"x18". Provide a 60% Design Cost Estimate in sufficient detail to show the project is within budget. The submittal must include the Preliminary Drainage Report. Work is to be at a sufficient degree to describe the project as to functional civil and electrical systems, landscape, architectural elements and associated engineering, material and other elements. The submittal must show all site improvements and components; and:

1. Submit all drawings and information from all disciplines;
2. Illustrate the scale and relationship of project components;
3. Summarize geotechnical survey including soils analysis for landscaping;
4. Provide preliminary cost estimate for the design concept;
5. Review with the City the cost estimates;
6. Present plant material palette;
7. Present hardscape and vertical site elements' material and color palette, including selection of selected site furnishings; and
8. Present architectural material and color palette.
9. Prepare site rendering and (3) rendered 3-d views (low detail).

Preparation of the technical specifications for construction shall include:

1. Technical specifications for construction materials
2. Utilize the City Supplemental General Conditions, Special Provisions, and Bidding Documents. The City Project Manager must approve any modifications to these documents in writing.
3. Tabulate construction quantities and bid schedule in the City of Glendale format
4. Submit the preliminary plans and specifications for utility company review

TASK 400 100% & FINAL DESIGN

The Consultant shall provide written responses to comments made by the City after the 60% Review and incorporate them into the plans as requested. Preparation of the 100% Design drawings submittal shall reflect incorporation of the Pre-final Design drawings review comments and includes the following:

1. The Consultant shall provide Complete Plans (100%) that include all drawings necessary for complete design of the Transit Center facility. Drawings will include all plans required as part of the (100%) Design submittal and shall include coversheets identifying drawing index, vicinity maps, and location maps; civil details; drainage and utility details, landscaping details, signing and striping details; plumbing, data/communication and electrical details. All plan views, elevations, cross sections, profiles, and details necessary for construction of the facility shall be included in this submittal.
2. The Consultant shall provide complete specifications that include all technical sections for complete construction documents. All specification sections necessary for construction of the Transit Center facility shall be included in this submittal. The plans and technical specifications must be consistent with the City's format.
3. The Consultant will conduct a final design coordination meeting with the property owner (Macerich).
4. The consultant will prepare final design and coordination as required for installation of the TVM.
5. The Consultant will provide final project specifications, suitable for permit review and bidding.
6. The Consultant shall provide an itemized project cost estimate with unit prices, quantities, and total cost.

7. The Consultant will provide an update to the project schedule, to ensure milestones remain within reach, and if not, will suggest a schedule recovery strategy.
8. Provide a final drainage report. [Technical Information Report (TIR)]
9. The Consultant shall submit a Final Geotechnical Report that includes addenda to the original report (if any).
10. The Consultant will provide final structural calculations to in support of foundation and framing drawings and details utilized for this project.
11. The Consultant will provide final energy and lighting calculations and photometrics reflecting final fixture selections.
12. The Consultant will conduct a final utilities design meeting, and furnish 100% plans (pdf format) to each affected utility.
13. The consultant will provide written responses to comments from the permitting agencies, the City and others and incorporate them into the plans and specifications as requested.

100% / FINAL DESIGN SUBMITTALS (8 full-size sets + 4 half-size sets)

Based upon the approved 100% / Final Design, the Consultant will provide the final plans, specifications and documents necessary for permits, and to bid and construct the facility.

1. After the City's and other appropriate agencies review and approval, the Consultant will finalize the drawings and documents in preparation of the construction bidding process. The work will include the preparation of technical specifications and special requirements for the project. Provide a detailed final cost estimate.
2. Prior to the Final Design Submittal, the Consultant shall perform an interdisciplinary design coordination review using final design transparencies to eliminate conflicts to verify adequacy of space and to ensure consistency of dimensions and completeness of work.

FINAL BID DOCUMENTS SUBMITTALS (7 full-size sets + 4 half-size sets)

The final design phase will include the final design drawings, specifications, engineer's estimate and contract documents.

1. Submit seven (7) sets of full size (24"x36") and four sets of scalable half size (12"x18") signed and sealed construction plans, specifications, cost estimate and construction drawings to the City's Development Services for review. The Consultant shall provide all prior red-line documents with the submittal. Timely reviews will be coordinated by the City's Development Services. The Consultant shall submit final plans to the utility companies for final review. After the final plans have been approved and are permit ready the Consultant shall submit two sets of full size (24"x36") signed and sealed construction plans to the City's Development Services for permit purposes.
2. The Consultant shall address any final review comments and provide the City with documentation of acceptance from the utility companies and other agencies.

3. The Consultant shall provide one set of approved, signed and sealed plans in PDF electronic format for reproducible bidding sets. The Consultant will also provide the specifications and contract documents in Word electronic format for incorporation into the final bid documents by the City. The final documents will become the property of the City of Glendale.
4. The Consultant shall provide a final "conceptual" construction schedule. The ownership of Arrowhead Towne Center will require that all construction work is complete by November 13, 2015.
5. The Consultant shall provide final pavement calculations that include all data used in the pavement calculations and analysis.
6. The Consultant shall provide final lighting calculations that include lighting criteria, lighting data for equipment, and lighting calculations and foot-candle plan including the photometric plan.
7. The Consultant shall provide final irrigation calculations that include actual pressures for existing lines, flow rates for equipment and irrigation distribution.

PART 2: BID PHASE SERVICES

TASK 500 BID PHASE SERVICES

The Consultant's preparation of the Final Bid Documents submittal shall include:

1. Review to determine all FTA required processes have been followed, including construction clauses.
2. The City will provide the bid-ready final construction documents necessary to bid and construct the facility. The City will advertise the project for bidding.
3. The Consultant shall provide Final Specifications that include all specification sections incorporating all comments from the City and permitting agencies in a form that is consistent with the City's format.
4. The Consultant shall provide Final Engineer's Cost Estimate revised to reflect any changes in the design of the project or market conditions, if appropriate. It will be prepared in a form that is consistent with the City's format.
5. The Consultant shall conduct a Pre-bid meeting and site-visit for interested bidders.
6. The Consultant will assist City with answering bidder questions.
7. The Consultant will provide written content for Addenda, to be issued to bidders by the City.
8. Review of bids and bidder's qualifications and preparation of a written recommendation for contract award.

PART 3: SUPPLEMENTAL – CONSTRUCTION PHASE SERVICES**TASK 600 POST-DESIGN SERVICES**

Post-design services shall be included in the contract as supplemental services and shall include but not be limited to the following services during construction:

1. Respond to questions from the City and Contractor regarding design related issues.
2. Review field changes in design for compatibility with the original design.
3. Provide additional design services requested by the City.
4. The Consultant will review Value Engineering proposals, for compliance with design intent.

TASK 700 CONSTRUCTION ADMINISTRATION SERVICES

Upon acceptance of the contract award for the construction of this project, the Consultant shall provide construction administration services. Construction administration services shall be included in the contract as supplemental services. The Consultant will serve as the City's Construction Administrator and on-site representative,. The services involved shall include but are not necessarily limited to the following:

1. Construction Phase Project Management: This includes continuation of the tasks outlined in Task Group 100, into the construction phase of the project.
2. Pre-construction Conference: Conduct a pre-construction conference with the Contractor, the City, and other interested parties prior to issuance of the Notice to Proceed. The City will notify all interested parties and affected utilities of the date and time of the pre-construction conference to be held at City Hall. In addition to conducting the meeting, the Consultant will take minutes and issue them to all attendees. Quality Acceptance: At the pre-construction conference, the Consultant shall designate an independent construction material testing firm and qualified employee as the quality assurance manager to be responsible for monitoring the quality of the construction materials. The quality assurance manager shall be a full time employee of the independent construction material testing firm and shall be on the project site during all construction activities requiring quality assurance testing.
3. Daily Construction Inspection (Optional by Allowance): For the assumed six (6) month construction duration, the Consultant shall provide a Construction Inspector to be present daily at the site providing oversight and supervision of the contractor for all daily construction activities. Daily Construction Journals and Logs will be maintained to document construction activities and field decisions.
4. Construction Administration Service: During the Construction Phase, the Consultant shall provide Construction Administration services, to include:
 - a. Conduct up to (24) weekly on-site Project Meetings: The Consultant shall conduct weekly construction project meetings, prepare an agenda and minutes of the meeting, and distribute to all attendees. The Consultant will provide weekly updated reports to

- the City Project Manager and City Public Works Department – Transportation Division. The weekly updated reports can be in the form of weekly construction meeting minutes
- b. Coordination of Submittal Reviews: The Consultant shall review the contract documents, prepare a list of all required submittals, and provide the schedule to the Contractor. The Consultant shall maintain a submittal log and coordinate all reviews and any necessary resubmittals.
 - c. Shop Drawing Review: The Consultant shall review and approve all shop drawings.
 - d. Respond to Contractor's Requests for Information (RFI's)
5. Schedule Review and Utility Coordination: The Consultant shall review the Contractor's schedule with particular emphasis on ensuring that reasonable time allowances have been made for work required by the various utility companies, prior to approval. The Consultant will assist in the resolution of any utility conflicts discovered. The Consultant shall initiate any required correspondence to ensure that the Contractor remains on schedule.
 6. For the duration of the Construction Contract, the Consultant shall coordinate the efforts required of the Consultant's sub-consultants, by distributing submittals, Requests for Information (RFI's), material test reports etc., as necessary to obtain specialized input required. The consultant shall schedule sub-consultants site visits for observations and/or construction meetings, as necessary.
 7. The Contractor shall be required to include Quality Assurance/Quality Control field and laboratory testing, as well as Construction Surveying and Special Structural Inspections. The Consultant shall assist the Contractor with Quality Assurance services (field and laboratory testing of materials and special structural inspections) to monitor results of the independent Quality Control that is provided under provisions of the Construction Contract, as follows:
 - a. The Consultant shall assist the Contractor in establishing a Contractor Quality Control Program to ensure conformance to applicable specifications and plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under the Construction Contract and shall establish an effective level of quality control.
 - b. The Consultant shall identify and coordinate with the Contractor all required acceptance material tests required by the City, project specifications, and consistent with MAG and the UBC. The Contractor shall schedule and coordinate all required tests and provide all necessary source sampling and factory acceptance tests, results, and inspection information to the Consultant for review and comment.
 - c. The Consultant shall bring any deficiencies in the work or materials to the attention of the City and Contractor. Reports of these deficiencies shall be forwarded to the City Project Manager for review. The Consultant will report any construction related problems, conflicts or discrepancies, and will recommend remedial actions, but shall take no action involving additional costs and/or schedule extensions without the prior approval of the City Project Manager.

- d. The Consultant shall review inspection reports prepared by the Contractor's Special Structural Inspector, and make the City Project Manager aware of any deficiencies noted.
8. Construction Schedule Review: The Consultant shall review the construction schedule with particular emphasis on assuring that reasonable time allowances have been made for the work required. It is critical to the ownership of Arrowhead Towne Center that construction work be completed by November 13, 2015. The Consultant shall observe construction progress and maintain and issue a monthly construction observation report based on information observed. Consultant shall also review construction progress with the Contractor and compare that progress with known activities on the site to the monthly progress pay request issued by the Contractor. Review the monthly progress pay request and submit comments and/or recommendations to the Contractor and the City for their action. The final monthly pay requests will be approved and processed by the City.

The Consultant will prepare a Contractor Schedule Review statement. The Contractor Schedule Review statement must be signed by the Consultant and submitted to the City Project Manager for approval. All updated schedules must be reviewed and approved prior to issuance of monthly progress payments to the Contractor. The Consultant shall initiate any required correspondence necessary to assure the Contractor remains on schedule.
 9. Special Inspections: The Consultant shall coordinate with the Contractor as required for provision and execution of all special installation inspections. In addition to the special inspections required by the City's Building Safety Department, the special inspections shall include roofing and structural inspections. Special inspections shall be performed during installation by a qualified professional, certified or registered by the State of Arizona.
 10. Landscape Inspection: A qualified Landscape Architect shall inspect and approve plant material at the source, inspect the soil preparation and planting, inspect and test the irrigation and sprinkler system, and monitor the landscape during the plant establishment and two-year guarantee period. The Landscape Architect will coordinate the activities required.
 11. Value Engineering: The Consultant shall review and make recommendations on any value engineering proposals the Contractor may submit during the project. No value engineering proposal shall be implemented without the prior approval of the City Project Manager.
 12. Change Order Requests: The Consultant shall review and make recommendations on all change order requests from the Contractor. No change order shall be implemented without the prior approval of the City Project Manager. The Consultant shall prepare all necessary documents and submittal to the City for Council approval.
 13. Final Inspection and Payment: The Consultant will maintain a running deficiency list during the course of the project and keep the Contractor informed as to its current status. The Consultant will conduct, with the assistance of the City and a representative from each sub-consulting discipline, a final inspection and prepare a final punch list including all items remaining on the deficiency list as well as any additional items discovered during the final inspection. Subsequent inspections shall be anticipated in order to ensure completion of all identified deficient items.

14. **Project Closeout:** The Consultant will compile a list of required final submittals, including, but not necessarily limited to: record drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. The Consultant shall review the project closeout documents for final approval.
15. **As-Built Drawings:** The Consultant shall prepare record as-built drawings of the completed work based on mark-ups from the Contractor's record drawings and deliver the drawings to the City upon completion of the work. The Consultant will provide one compact disk (CD) with AutoCAD files (seal not required), and one compact disk (CD) with the drawings in PDF format, including seal and signatures of the architect/engineer of record.
16. **One-Year Warranty Inspection:** The Consultant will conduct, with the assistance of the City, a one-year warranty inspection. The Consultant will prepare a punch list of deficient items discovered during the one-year inspection. The Consultant shall anticipate subsequent inspections in order to ensure completion of any identified deficient items discovered during the one-year inspection.

PART 4: PUBLIC INVOLVEMENT

TASK 800 PUBLIC INVOLVEMENT

1. The Consultant shall participate in (1) presentation of the preferred concept to Glendale City Council.
2. The Consultant will participate in presentation of the Transit Center design, at the City of Glendale 2015 GO Public Open House event.
3. The Consultant will prepare periodic updates on the progress of the Transit Center design and construction, and will furnish this as content to the City of Glendale for inclusion on the project web-page.
4. The Consultant will prepare three (3) periodic newsletters during design and construction phases for distribution to transit riders.
5. Prepare two (2) onboard bus passenger notices regarding bus stop temporary relocation construction notice and notice of opening of transit facility. Print total of (2,000) notices (1,000 ea. distribution) in B&W on colored paper and provide to local bus operations facility for routes, as well as to mall management.
6. Work with City of Glendale PIO and transit office to coordinate groundbreaking ceremony and grand opening event, prepare invitations and news releases for electronic distribution of City of Glendale. Include refreshments. City to provide shovels for VIPs.
7. Attend project progress meetings (5 total), project coordination & administrative. Includes B&W meeting handout copies.

8. Update contact list and prepare final public involvement report to outreach activities. Includes printing final report.

CONTRACT ELEMENTS

PROJECT SCHEDULE

1. The North Glendale Transit Center is expected to open for operation November 13, 2015. As part of the consultant contract, a detailed project schedule through design and construction will be updated monthly with notations of events impacting the project schedule.
2. The project schedule outline shall be consistent with the numbering and tasks defined in this Scope of Work and fee proposal. The CONSULTANT shall prepare a significant event calendar within fourteen (14) days of NTP with schedule task items. The initial schedule (Target/Baseline Schedule) should show the original data date with initial completion date as a reference. One copy of the original overall schedule with original time line and data date will be submitted at the project kick-off meeting. Provide two full size copies, min 22x34, general timeframes for participant, agency and public meetings, and submittal milestones shall also be provided. The CONSULTANT shall update the cost and schedule monthly to keep it current, showing comparison with the Target/Baseline Schedule, and submit with the monthly invoice. The monthly project schedule update report must be submitted on paper copy min 11x17.
3. The Consultant shall provide the City, in the project schedule, a two-week review period for each submittal.
4. The Consultant shall provide the City a separate two-week look ahead list of upcoming tasks.

INVOICES

1. The CONSULTANT shall submit a projection of monthly project billings and Cash Flow Report with the fee proposal. The projected billing and Quarterly Cash Flow Report will be consistent with the tasking of the SOW, the project schedule and the fee proposal.
2. The CITY will provide the format for invoices and progress/status reports. Projected invoices, with progress and status reports will be delivered to the CITY's Project Manager no later than the 25th day of the month. The invoices will be consistent with the tasking of the SOW, project schedule, fee proposal, and projected billing.
3. The invoice will identify the contract number and include the amount of each work task and man-hour level of effort and contractor service identified in the approved fee proposal. The percent complete shall be determined by the fully loaded cost schedule and confirmed by the earned value report. The total invoice submitted shall be less than or equal to the earned value report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed the amount due for the current period and the task/project balance.
4. The CONSULTANT shall submit one hard copy invoice to City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301, addressed to the City Project Manager.

5. Invoicing: The Consultant will abide by established FTA and local FTA Recipient (City of Phoenix) procedures, by registering payments received and disbursed to DBE participants into the City's B2Gnow on-line monitoring system.

ALLOWANCE ITEMS

1. The Consultants may be requested to perform allowance items tasks, which are beyond the services normally required for this type of project. Allowance items, if any, will be described in an exhibit, attached hereto. No Allowance items shall be implemented without prior approval of the City Project Manager.

CONTINGENCY ITEMS

1. The Consultants may be requested to perform contingency items tasks, which are beyond the services normally required for this type of project. Contingency items, if any, will be described in an exhibit, attached hereto. No contingency items shall be implemented without the prior approval of the City Project Manager.

CONSTRUCTION COST ESTIMATE

1. Construction cost estimate based on Davis Bacon rates will be submitted for all phases of the project. Further, all guidelines relating to use of Federal Transit Authority (FTA) funds including meeting the DBE requirement of 22% will be adhered to.

SPECIAL PROVISIONS

1. Each subconsultant will develop Special Provisions associated with their work.

SPECIAL FEATURES

1. Each subconsultant will provide cut sheets and other examples of materials, fixtures, etc., proposed for the project.

COORDINATION

1. Periodic design meetings will be conducted with the consultant team to coordinate the work.
2. The consultant team will meet with the City at each phase of the project to discuss review comments and job progress.
3. The Consultant shall require that the contractor provide a minimum 14-day advance notification regarding any construction activity that will detour the transit bus routes at Arrowhead Towne Center, or cause the current boarding/alighting area for transit passengers to be moved to a different area.

JURISDICTIONAL AUTHORITY

1. The consultant team will make application for all necessary permits and comply with all jurisdictional agencies including all coordination meetings.
2. Permit fees incurred will be paid by the City of Glendale, or will be reimbursed if paid by the Consultant.

END EXHIBIT B

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

**EXHIBIT C
Professional Services Agreement**

SCHEDULE

The schedule presented below represents approximate time frames for completion of the Tasks described in Exhibit B, Scope of Work. Our team will work closely with the City of Glendale to refine the schedule as we commence work. The overall schedule duration for Phase II of the project is estimated to require ten (10) months from Notice to Proceed.

ESTIMATED SCHEDULE – DESIGN AND CONSTRUCTION PHASE SERVICES

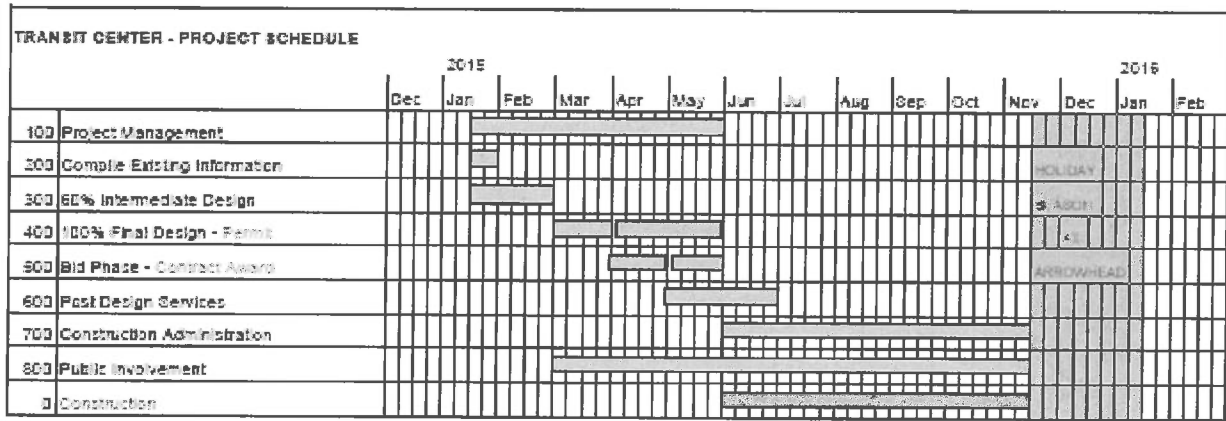


EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By task based upon an 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 \$368,784.00.

DETAILED PROJECT COMPENSATION

See attached.

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 \$368,784.00.

DETAILED PROJECT COMPENSATION

BASIC DESIGN PHASE SERVICES

Task 100: Design Phase Project Management:	\$48,827.00
Task 200: Compilation of Existing Information:	\$14,863.00
Task 300: Intermediate Design (60%):	\$45,640.00
Task 400: Final Design (100%)	\$44,375.00
Task 500: Bid Phase Services:	\$9,113.00
BASIC DESIGN PHASE SERVICES TOTAL – Not to Exceed	\$162,791.00

BASIC CONSTRUCTION PHASE SERVICES

Task 600: Post Design Phase Services	\$4,205.00
Task 700: Construction Administration Services	\$81,788.00
BASIC CONSTR. PHASE SERVICES TOTAL – Not to Exceed	\$85,993.00

SUPPLEMENTAL ALLOWANCES

Allowance – Reimbursable Expenses	\$20,000.00
Allowance – Task 800 – Public Involvement Allowance	\$20,000.00
Allowance - Owner Contingency	\$10,000.00
Allowance – Supplemental Survey	\$ 10,000.00
Allowance – Full-time Construction Inspection	\$40,000.00
BASIC CONSTR. PHASE SERVICES TOTAL – Not to Exceed	\$120,000.00

PROJECT TOTAL - Not to Exceed **\$368,784.00**

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 15-042, Version: 1

AUTHORIZATION TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH ARRINGTON WATKINS ARCHITECTS, LLC FOR THE GLENDALE MUNICIPAL LANDFILL SCALE HOUSE RELOCATION PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to amend the existing Professional Services Contract, C- 8594 with Arrington Watkins Architects, LLC. This amendment will allow additional design and construction administration services for the Glendale Municipal Landfill Scale House Relocation project in an amount not to exceed \$159,630.

Background

The Landfill is located at 11480 West Glendale Avenue and is comprised of two main sections, the north and south areas. The south area is approaching capacity and is projected to close in 2017. The current scale house, administration building and heavy equipment maintenance facility all are located in a portion of the south area that is planned to be filled with solid waste prior to closure. These facilities have exceeded their useful life and need to be removed in order to ensure a smooth transition in landfill operations from the south area to the north area without impacting service levels to landfill customers.

The original contract with Arrington Watkins, LLC was approved in September 2013 for \$325,438 and was for the design of the new entrance road, scale house and administration building, and included construction administration services for the first phase, currently under construction. The amendment for the additional design and construction administration services will be \$159,630 for a total fee of \$485,068.

Analysis

The original scope included the design of the new entrance road, scale house and administration building. The initial programming and design phase placed the new administration building at an adjacent location to the new scale house. However, upon further analysis and because of cost considerations the administration building was relocated to a more feasible area on the landfill property located just south of the Materials Recovery Facility. Furthermore, other changes in scope were required to the entrance roadway and to the underground utilities in order to reduce costs. All of these changes extended the design schedule and resulted in additional coordination, programming and design effort.

The second phase of the Glendale Municipal Landfill Scale House Relocation project is for the design and construction of the new heavy equipment maintenance building. The design of the heavy equipment maintenance building is approximately 60 percent complete. This contract amendment will complete the design of the new heavy equipment maintenance building and includes construction coordination and

administration when construction is anticipated to begin in fiscal year 2015-16.

Previous Related Council Action

On December 18, 2014, City Council authorized the entering into a Guaranteed Maximum Price (GMP) construction agreement with FCI Constructors, Inc. for the first phase of the Glendale Municipal Landfill Scale House Relocation Project in an amount not to exceed \$2,859,107 for the construction of the new Landfill entrance road and facilities. This was for the construction of the first phase of a two phase construction project that will include the construction of a new heavy equipment maintenance building.

On September 10, 2013, City Council authorized the entering into a professional services agreement with Arrington Watkins Architects, LLC in an amount not to exceed \$325,438 for design and construction administration services for the Glendale Municipal Landfill Scale House Relocation Project.

Community Benefit/Public Involvement

Managing the solid waste generated in our community is a core service of Public Works. The Glendale Municipal Landfill is an environmentally sound, long-term solution to solid waste management and is a valued resource that contributes to the health, welfare and prosperity of Glendale residents.

Budget and Financial Impacts

Funds for this project in the amount of \$159,630 are available in the fiscal year 2014-15 capital improvement budget of the Landfill Enterprise fund.

Cost	Fund-Department-Account
\$159,630	2440-78523-550800, Scale House and Road Relocation

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Amendment No. 1 to the
Agreement for Professional Services

Glendale Landfill Scale-House Relocation

City Project No. 111219

This Amendment No. 01 to the Agreement for Professional Services for the Glendale Landfill Scale-House Relocation project ("Amendment No. 1") is made this ____ day of _____, 2015, by and between the City of Glendale, an Arizona municipal corporation ("City") and Arrington Watkins Architects, LLC, an Arizona limited liability company authorized to do business in Arizona ("Consultant").

RECITALS

- A. Consultant is currently under contract with the City on the above-referenced project;
- B. Since the inception of the work, the scope and requirements have changed substantially and cannot be expanded or corrected through change orders or change directives;
- C. The changes in the Scope of Work will benefit the City; and
- D. Expanding the Scope of Work (attached Amended Exhibit B) under the original Agreement will allow the work to be completed under the appropriate professional standards and represents a cost savings to the City.

AGREEMENT

The original Agreement for Professional Services for Project No. "111219" is amended as follows:

Section 4. Additional compensation for the change in the Scope of Work will not exceed \$ 159,630.00 as specifically detailed in the attached Amended Exhibit D (time and materials).

Section 15. The following Amended Exhibits are incorporated by reference as though fully set forth in this Amendment:

Amended Exhibit B
Amended Exhibit D

Scope of Work
Compensation

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement C-8594 currently on file in the Office of the City Clerk, City of Glendale.

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

“Consultant”

Arrington Watkins Architects, LLC,
an Arizona limited liability company
 (“Consultant”)



David Watkins, Principal

**PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT B
SCOPE OF WORK**

I. ADDED SCOPE AND COORDINATION

- A Programming Phase:
 - 1. 2 additional weeks of programming
 - 2. Modifications from 9,000 SF to 10,300 SF
- B Design Development Phase:
 - 1. Modifications from approved site option B to develop relocated administration building and revised MRF area planning.
 - 2. Develop documents and conduct a facilities review process
 - 3. Additional time and coordination related to pre-application process
- C Additional coordination of design after submission of permit documents based on CMAR input
 - 1. Redesign of structural framing system scale house
 - 2. Envelop modifications of all buildings
 - 3. Truss options for administration building
 - 4. Reviews and coordination of many potential value engineering options
 - 5. Additional coordination for Contractor temporary power solutions (beyond approved/scoped add service)
 - 6. Multiple reviews of CMAR GMP documents
- D Additional coordination meeting and team planning from April 2014 through October 2014

II. ADDITIONAL CONSTRUCTION DOCUMENTS PHASE

- A Extended Administration Services
 - 1. Monthly planning and coordination
 - 2. Billing and budget projections
- B Maintenance Building Construction Documents Phase
 - 1. Develop 60% maintenance building documents to 100% permit document
 - 2. Conductor Owner meetings and 90% document review
 - 3. Coordinate constructability reviews with the CMAR
 - 4. Support CMAR pricing activities
 - 5. Submit permit documents
 - 6. We do not believe and additional pre-application meeting is required

III. MAINTENANCE BUILDING CONSTRUCTION ADMINISTRATION

- A Bidding Coordination
 - 1. Review of Bid Documents
 - 2. Review of scope and fees
 - 3. Recommendations
- B Construction Administration
 - 1. Anticipating that Construction will move from a previously planned 6 months to 10 months total (4 additional months)
 - 2. Review Shop Drawings
 - 3. Address RFIs / questions in the field
 - 4. Issue field reports
 - 5. Attend bi-weekly job site meetings and observe construction for general compliance with construction documents.
 - 6. Review and coordinate change order/use of allowance requests
 - 7. Review and approve pay applications
 - 8. Perform substantial and final completion punch list inspections with Owner
 - 9. Review record drawings based on plan mark ups by the Contractor
 - 10. Review close-out requirements (warranties, O&Ms, and contact information)

PROFESSIONAL SERVICES AGREEMENT – AMENDED EXHIBIT D

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

DETAILED PROJECT COMPENSATION

Landfill Scale House Relocation Maintenance Building CD, CA, and Additional Services Fee Schedule	
TASK	COST
Task 1 – Added Scope and Coordination	\$ 52,706.00
Task 2 – 100% Construction Documents: Maintenance Bldg.	\$ 52,888.00
Task 3 – Construction Administration: Maintenance Bldg.	\$ 32,036.00
Consultant’s Reimbursable Expenses	\$ 3,200.00
Owner’s Contingency	\$ 18,800.00
TOTAL PROJECT COST:	\$159,630.00

Basic Consultant Fee	<u>\$ 253,688.00</u>
Construction Administration Fee	<u>\$ 71,750.00</u>
Amendment No. 1 (Additional design work)	<u>\$ 159,630.00</u>
Total Professional Services Fee	<u>\$ 485,068.00</u>



Legislation Description

File #: 15-043, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DIVERSIFIED FLOORING SERVICES-PHOENIX LLC FOR CARPET REPLACEMENT AT CITY FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into a linking agreement with Diversified Flooring Services-Phoenix LLC for carpet replacement, in the amount not to exceed \$200,000 for projects at city facilities, including the City Court building and Glendale Main Library.

Background

The Public Works Department's Facilities Management Division is responsible for completing preventative maintenance, emergency repairs, and capital improvements to over 150 city buildings and over 70 park facilities. This request is to replace the carpeting at city buildings, including the Glendale City Court and Glendale Main Library. The carpeting at these facilities is worn, frayed and torn and needs to be replaced in order to ensure the safety of all individuals who work at or visit these facilities.

Analysis

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.

Diversified Flooring Services was awarded their contract by the State of Arizona through a competitive bid process. Materials Management has reviewed and approved the utilization of the cooperative purchasing agreement through the State of Arizona for products and services. Materials Management concurs the cooperative purchase is in the City's best interest.

Previous Related Council Action

On November 24, 2014, Council approved budget appropriation contingency transfer to capital projects building maintenance reserve fund for various critical and safety-related repair and replacement projects at city facilities.

On May 28, 2013, Council adopted resolution no. 4681 New Series to allow continued use of Arizona State cooperative purchasing agreements.

Community Benefit/Public Involvement

Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services. The carpet projects at the City Court and Glendale Main Library need to be completed as soon as possible for the safety of employees who work at and the citizens who visit these public facilities.

Budget and Financial Impacts

Funding is available in the fiscal year (FY) 2014-15 Building Maintenance Reserve fund for the replacement of carpeting at the City Court and Glendale Main Library in an amount not to exceed \$170,000, and in the FY 2014-15 General Fund Community Services Department/Library fund in an amount not to exceed \$30,000 for the replacement of carpeting at the Glendale Main Library. Expenditures with Diversified Flooring Services-Phoenix LLC are not to exceed \$200,000 for carpet replacement projects.

Cost	Fund-Department-Account
\$170,000	1000-81013-551000, Building Maintenance Reserve
\$30,000	1000-15220-522400, Library - Building Maintenance

Capital Expense? Yes

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
DIVERSIFIED FLOORING SERVICES-PHOENIX LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Diversified Flooring Services-Phoenix LLC, an Arizona limited liability company, authorized to do business in Arizona, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **January 31, 2013**, the **State of Arizona** entered into a contract with Contractor to purchase the goods and services described in the **Commercial Flooring Products and Services Contract, Contract No. ADSP013-040453**, which is attached hereto as **Exhibit A**. The **Commercial Flooring Products and Services Contract** permits its cooperative use by other governmental agencies including the City. The **Commercial Flooring Products and Services Contract** is hereinafter referred at as the Cooperative Purchasing Agreement.
- 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 Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of **Exhibit B**, purchases can be made by governmental entities from

the date of award, which was **January 31, 2013**, until the date the contract expires on **January 31, 2016**, 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 extend the contract beyond **January 31, 2018**. Renewals are not automatic and shall only occur if the State gives the Contractor notice of its intent to renew. The City may renew this Agreement if the State renews its Cooperative Purchasing Agreement and the City notifies the Contractor if its intent to renew 30 days prior to the expiration of any existing contract term.

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 hereto 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 incorporate 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$200,000.00** for the entire term of this Agreement, including the initial term and any renewal terms the City wishes to exercise in accordance with Paragraph 1 above.

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

6. 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 Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Diversified Flooring Services-Phoenix LLC
c/o David J. Stanton
7898 E. Acoma Street, Suite 107
Scottsdale, AZ 85260
480-967-7600

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: _____
Brenda S. Fischer, City Manager

“Contractor”

Diversified Flooring Services-Phoenix LLC
an Arizona limited liability company

By:  _____
David J. Stanton, Partner

ATTEST:

Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

Michael D. Bailey, City Attorney

EXHIBIT A

State of Arizona Contract ADSP013-040453 - Commercial Flooring Products and Services



Master Blanket Purchase Order ADSP013-040453

Header Information

Purchase Order Number:	ADSP013-040453	Release Number:	0	Short Description:	Commercial Flooring Products and Services
Status:	3PS - Sent	Purchaser:	Jennifer Wenger	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	01/31/2013 11:38:32 AM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Direct Release	Pcard Enabled:	No
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	jennifer.wenger@azdoa.gov				

Master Blanket/Contract End Date (Maximum): 01/31/2018 03:30:00 PM

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:

Attachments: [PO Terms & Conditions, RFP Commercial Flooring Products and Services 11 6 12 Rev 2.doc](#), [Diversified Insurance.pdf](#), [Diversified Offer and Acceptance.pdf](#), [Attachment II Offer 2 Pricing Schedule Flooring 11.6.12~1.xlsx](#), [Offer 2 Diversified.zip](#), [Amendment 1 Flooring.jpg](#), [Diversified C of I.pdf](#), [Attachment III Material Only Pricing Schedule - Diversified Flooring, Amendment 2 Diversified Flooring, COI Diversified Flooring Exp. 11.01.15, Change Order Summary 3 - Diversified Flooring](#)

Primary Vendor Information & PO Terms

Vendor:	<u>9000010075 - DIVERSIFIED FLOORING SERVICES PHOENIX LLC</u> David Stanton 7898 E. Acoma Suite 107 Scottsdale, AZ 85260 US Email: dstanton@dfsaz.com Phone: (480)967-7600 FAX: (480)967-4700	Payment Terms:	Net 30	Shipping Method:	Best Way
		Shipping Terms:	F.O.B., Destination	Freight Terms:	Freight Prepaid

State of Arizona - Master Blanket

Acknowledgements:	Document	Notifications	Acknowledged Date/Time
	Purchase Order	Emailed to dstanton@dfsaz.com at 02/04/2013 04:48:28 PM	02/04/2013 04:52:24 PM
	Change Order 1	Emailed to dstanton@dfsaz.com at 02/14/2013 08:34:48 AM	02/21/2013 02:33:59 PM
	Change Order 2	Emailed to dstanton@dfsaz.com at 06/04/2013 08:44:39 AM	06/04/2013 02:11:02 PM
	Change Order 3	Emailed to dstanton@dfsaz.com at 11/22/2013 03:07:14 PM	11/26/2013 08:27:23 AM
	Change Order 4	Emailed to dstanton@dfsaz.com at 01/28/2014 01:50:28 PM	02/03/2014 12:57:49 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>9000010075</u>	10506170210	DIVERSIFIED FLOORING SERVICES PHOENIX LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 02/01/2013
Cooperative Purchasing Allowed: Yes
Master Blanket/Contract End Date: 01/31/2016

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ADSPO - State of Arizona	AGY - Agency Umbrella Master Control	\$0.00	\$604,484.15	\$0.00
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$510,339.93	\$0.00

Item Information

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Print Sequence # 0.5, Item # 98: See Attachment II Pricing Schedule for alternate/equivalent products and services 3PS - Sent

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
This item is narrative								


Print Sequence # 1.0, Item # 1: Broadloom, Cambridge EZ Pass (Floor Covering, Commercial) 3PS - Sent

NIGP Code: 360-10
 Carpets and Rugs: Cotton, Synthetic, Wool, etc.

Bid # / Bid Item #: ADSP013-00002054 / 1 Quote # / Quote Item #: 000016156 / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$15.90	SQYD - Square yard	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:

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1. PURPOSE/BACKGROUND

Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Floor Covering including all labor, equipment and materials necessary to install carpet and flooring materials in designated areas in accordance with conditions and specifications included in this solicitation. The contract shall be available for use by all State Agencies, Boards and Commissions as well as participating Cooperative Members, collectively hereinafter referred to as Eligible Agencies. The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website.

The purpose of this Solicitation is to award a contract(s) to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to this state. The contracts shall be for supervision, labor, equipment, materials, tools and transportation necessary to install, repair or replace various flooring systems at Statewide locations for Eligible Agencies.

2. SCOPE OF SERVICES AND PRODUCTS


- 2.1 The contractor shall be responsible for replacement of, but not limited to, carpets, floor tile, VCT/LVT, sheet vinyl, stone tile, hardwood, laminated flooring, linoleum, rubber stair treads and/or other materials as required.
- 2.2 The contractor shall be available to schedule a time to inspect and measure the property to prepare a reasonable estimate for time and materials at Statewide locations. See installation notes Section M.
- 2.3 Pricing shall be based on contractors established contract price and the quotes shall be all inclusive of all materials, labor, installation, transportation and configuration to accomplish the job(s).

3. PRODUCT REQUIREMENTS

Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this Request for Proposal are for the purpose of describing and/or establishing the quality, design and performance required. This is not intended to restrict product offerings.

Following is a list of Materials and Supplies currently used by various Eligible Agencies. This list is illustrative and not intended to be all inclusive:

- Broadloom Carpets
- Berber Carpets
- Cut Pile
- Recycled Content Carpet
- Woven Carpet
- Saxony/Sisal/Plush Carpets
- Carpet Tile
- Hardwood Flooring
- Resilient (hard surface) tile
- VCT/LVT

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- Solid vinyl sheets
- Stone tiles
- Laminated Flooring
- Rubber Floor Flooring
- Linoleum Floor Covering
- Rubber/Vinyl/resilient Wall Base, Stair Treads, and Risers
- Cove Base/Corners, carpet strips

4. SCHEDULING REQUIREMENTS

The Contractor shall be responsible for scheduling the agreed upon work as requested by the Eligible Agency. The Contractor shall have the ability to create and manage numerous individual accounts for order placement, billing, and reporting purposes. The Contractor shall be prepared with well maintained equipment inventory/materials and satisfactory transportation for delivery at the work site to meet the customer demand and delivery requirements. Likewise, the contractor shall be responsible for keeping a neat, orderly and clean area where equipment and materials are in use. Clean-up during and after the scheduled work shall be the responsibility of the Contractor including removal of waste and unused products.

5. STAFFING REQUIREMENTS

- 5.1 The Contractor shall provide adequate supervision over the work being performed and will be accountable for the conduct and performance of its employees and others involved in the execution of the scheduled work. Staff and/or sub-contractors shall be adequately trained and qualified for the type of work to be performed to insure completion of the work in an orderly and timely manner.
- 5.2 Contractor activities shall include the ability to resolve customer disputes, manage multiple accounts, expending services and excellent customer service.
- 5.3 Contractor personnel shall carry identification and shall be insured in accordance with the contract and agency requirements. The Contractor shall be responsible for employees at the work site for the duration of the project.

6. ENVIRONMENTAL AND RECYCLING REQUIREMENTS

- 6.1 As part of the Arizona Recycling Program, the State puts an emphasis on the post consumer content of the recycled products that are part of solicitations for Statewide Contracts. The EPA definition of post consumer material shall be used in the designating products for this purpose. The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products Certification Program. The carpet distributor and manufacturer must have a carpet recycling program.



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6.2 Submit written certification of environmental compliance describing aspects of recycling programs for carpet uplifted for replacement and for carpet to be installed, including compliance by the carpet manufacturer and carpet trade contractor. An applicable representative from the carpet manufacturer/flooring subcontractor shall meet with the contractor in the presence of a representative of the agency to review the recommended procedures, prior to occupancy of the finished spaces and detail what products are eligible for 'buy back", how coordination of pick up will occur, etc.

6.3 When the installation is complete, the manufacturer shall deliver a certificate of recycling, which describes the method by which the uplifted carpet was recycled; and (2) a warranty of recycling, which specifies the method by which the new carpet tile will be recycled at the end of its useful life.

6.4 No carpet shipments are permitted until the fiber certifications and recycling plans are approved by the agency.

6.5 Indoor Air Quality Test Reports results shall not exceed the stated emission criteria of the CRI Indoor Air Quality Carpet Testing Green Label Plus.

6.6 In accordance with an executive order titled Air Pollution Emergency Proclamation, the State requests that all products used in the performance of any contract that results from this solicitation be of low- or no-content of reactive organic compounds, to the maximum extent possible.

6.7 Manufactures shall provide flooring systems using post-industrial and post-consumer waste, recycled substances and renewable resources consistent with environmental stewardship. It is the expectation that the manufacturers be able to offer everything across their product lines in formulations that perform well without proving harmful to the environment for the life of the products. Refer to the U.S. Green Building Council's LEED (Leadership in Energy and Environmental Design) Program. The program provides an objective way to access the performance of a category of products such as durability, slip resistance and antimicrobial protection of rubber tile, like PVC free products.

7. MAINTENANCE PROGRAM

7.1 Maintenance requirements shall be provided to the Eligible Agencies to ensure the durability and longevity of flooring systems from initial purchase through the end-of-life. This shall include specifications and instructions for the Eligible Agency as well as written documentation and/or schedules for maintenance to ensure the integrity of the flooring for reasonable use as specified by the manufacturer.

7.2 Examples include but are not limited to noting in detail the features and benefits of topical or applied stain resistant additives. In addition provide proof of additives life. i.e., permanent, walk off, wicked when cleaning, etc. i.e. Duracolor, Everset, Protekt, Stain RESIST as illustrative type products.

8. CARPET CONSTRUCTION

8.1 Calcium Chloride Moisture tests and Relative Humidity 95, where applicable, are required before ordering/installation begins. All manufacturers' suggested installation methods are to be precisely followed. All warranties are to be kept in force. It is the responsibility of the contractor to perform these moisture tests according to the manufacturer's instruction and in a timely manner so the product can be installed efficiently and under warranty.



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8.2 Pile height shall not exceed as follows;

CARPET TILE

Type 6, 6.160

Type 6. .130

BROADLOOM

Type 6, 6 .160

Type 6 .130

8.3 Lifetime edge ravel, zippering and delamination are required on all products. Backing shall not delaminate under any circumstance for the useful life of the carpet.

8.4 Preferred Nylon is Type 6,6 Invista (Antron) Hollow Core Filament or Solutia Ultron VIP (SD or YD); XTI, DSDNand Self-extruded Nylon Type 6 meeting the standards as outlined in the specifications section for each fiber type and style will be considered. Nylon should be solution or yarn dyed with a preference for solution dyed.

8.5 Fiber Verification:

Carpet shall be certificated from the fiber producer verifying use of the branded fiber in the submitted carpet product. Certification should include the % recycled content by weight for fibers, describing the source of this recycled content. If virgin nylon is used, the manufacturer shall include, as part of the fiber certification, the precise method that will be used to recapture the nylon at the end of the useful life of the carpet. State whether it will be returned to nylon carpet yarn production, down-cycled to an end use other than carpet yarn, used for waste-to-energy conservation, or disposed of in a specified manner.

8.6 Minimum Density as follows:

CARPET TILE

Type 6 6000

Type 6, 6 5000

BROADLOOM

Type 6 6500


Type 6, 6 5500

Minimum gauge is to be 1/10 for Type 6.

Minimum gauge is to be 1/8 for Type 6, 6

Minimum Weight for Broadloom 20 oz (no maximum)

Minimum Weight for Carpet Tile 20 oz (no maximum)

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9. PATTERN/DESIGN

9.1 Product must be available in a wide range of multi-colored patterns with a preference for darker colors and organic patterns. Colors and patterns shall be consistent with existing material color scheme and locational considerations.

9.2 High-quality color samples shall be signed by a designated representative of the end user, certifying that samples are the approved color, pattern, and texture. Samples submitted to eligible agencies are assumed to be the manufacturer's best obtainable match to the desired carpet.

10. REPAIR

10.1 Roll goods or squares shall have the capability of cookie cutting stained areas and easy lift, removal and replacement of stained cut-outs with virtually invisible seams. It is preferable for the carpet to have a permanent or "highest resistance" to staining and fading. Billing for patch and repairs are based on time and materials as required.

10.2 Carpet repairs shall be done by a fully equipped and fully trained installer within 72 hours from receipt of repair work order. All repairs are to be coordinated with the eligible agency.

11. WARRANTY

All carpet shall include the following warranties:

- 11.1 Surface Wear: Not more than 10 percent by weight throughout life of product.
- 11.2 Static: Maintain static generation at less than 3.5 KV at 70 degrees F., and 20 percent R.H. throughout life of the product.
- 11.3 No delamination throughout life of product.
- 11.4 No edge ravels throughout life of product.
- 11.5 Provide tuft bind consistent with industry standard.
- 11.6 No dimensional instability (i.e. shrinkage, curling and doming), which adversely affects ability of carpet tile to lie flat throughout the life of the product.
- 11.7 Environmental Warranty for Recycling: Used carpet tile will be recycled at end of its useful life.
- 11.8 Lifetime Commercial Limited Warranty: Warranty that owner will be completely satisfied with performance of carpet installed in accordance with manufacturer's installation instructions and when maintained in accordance with current carpet care recommendations, and when such maintenance continues throughout duration of warranty period when owned and operated by original Owner. [Also warrant that Owner will be satisfied with recycling of carpet at end of its useful life as outlined in manufacturer's environmental warranty.]



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11.9 Warranty must be at least a ten year published commercial warranty against crushing, mating, walking out, zippering, delamination, edge loss/ravel and wear of no more than 10% of the surface pile weight and should be full replacement without a pro-rated clause.

11.10 Warranty for labor must be 2 years, to respond to any failure regarding installation or performance issues.

11.11 All flooring installation must be in accordance with the manufacturer instructions using manufacturer recommended products. In the event of infractions that may void the warranty, the contractor must carry the warranty (in writing) or present documentation from the manufacturer for acceptable substitutions of products.

12. CARPET PERFORMANCE

12.1 Pile Fuzzing and Piling: Dupont TRL Method 609 "Piling Resistance of Carpets-Tumble Method." Minimum acceptable piling rating 4.2 on a scale of 1 to 5.

ASTM D418, Methods of Testing Pile Yarn Floor Covering Construction.

Tuft Bind: ASTM Method D 1335, "Tuft Bind of Pile Floor Coverings"

12.2 Perform 8 pulls at random across the width of the test carpet. Minimum tuft lock shall be 10 pounds or better for average of 8 pulls. The carpet should achieve this rating in wet and dry conditions or have a minimum of a 10 year warranty against edge ravel and zippering.

12.3 Peel Strength of Secondary Backing: Federal Test Method Standard 191. Textile method 5960. Minimum acceptable average pull strength is 8.3 pounds per square inch. ASTM E 3936


12.4 Crock fastness: AATCC Test Method 1981: Minimum stain ratings, International Gray Scale should be Wet-Dry-4

- AATCC 16-[98], Test Method for Colorfastness to Light
- AATCC 23-[99], Test Method for Colorfastness to Burnt Gas
- AATCC 165-[93], Test Method for Colorfastness to Crocking: Carpets AATCC Crockmeter Method.

12.5 Wetfastness: Run with both hard water and alkaline detergent (pH 9.5 test for 2 cycles). International Gray Scale rating for stain or color should be no less than 3 for 2 cycles. AATCC 107-[97], Test Method for Colorfastness to Water.

12.6 Static Resistance: Note: Some mainframe computer facilities may require lower kV ratings.

- AATCC 134-[96], Test Method for Electrostatic Propensity of Carpets.
- AATCC 13-1979 (Neolite) Electrostatic build-up in carpets. Static discharge is not to exceed 3.0 kV. (Note: Some mainframe computer facilities may require lower kV rating).

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12.7 Flammability: ASTM 648-22 watts/cm critical radiant flux and/.or federal, state, or local requirements if applicable.

- ASTM E648 Test Method Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
- ASTM E662 Test Method for Specific Optical Density of Smoke generated by Solid Materials.

12.7 Atmospheric Fading: AATCC Test Method 129. Ozone/AATCC

- Test method 12-1975-Burnt Gas. Minimum shade rating after two cycles in each test should be no less than internal Gray Scale Rating of 4.
- AATCC109-[97], Test Method for Colorfastness to Ozone in the Atmosphere under Low Humidity.

12.8 Stain Resistance: Red dye 40 should be released by water only after exposure to 150,000+ cycles in a tetrapod walker and after sample is allowed to soak in 10:1 solution of water and ammonia. Topical stain treatments are not preferred but may be acceptable.


12.9 Appearance Retention Rating: ASTM 5252 Hexapod Test 12,000 cycles; used in tandem with CRI Grading Scale as follows:

- 3.5 And Higher – Severe Wear Rating
- 3.1-3.4 – Heavy Wear Rating
- 2.5 – 2.9 Moderate Wear Rating
- Severe Wear Rating required of all product submittals.

13. INSTALLATION REQUIREMENTS

13.1 All Contractors working at the Eligible Agencies are required to sign in with the designated representative. Upon completion of the days work, vendors are required to sign out with designated representative. A maximum of 48 hours turnaround service for all requests for quote measurements (faxed/emailed to Buyer) is required. All measurements will be from a physical site. Contact the agency for specific date, time and location directions.

13.2 Once the measurement document is received, the contractor shall schedule an on-site measurement meeting with the requesting agency. The eligible agency contact is the contractor's first line of contact for scope of the project, timelines and scheduling, coordination of resources and any scheduling changes or issues. Good communication is imperative. The contractor shall provide the eligible agency with a color coded measurement sheet for each job. It is the responsibility of the contractor to make sure all chargeable items are listed on the sheet. No cost increase will be accepted at a later date due to contractor error.

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13.3 The contractor shall provide documentation for the proposed lay-outs for installation approval of carpet drops and seaming diagrams as follows:

13.3.1 For carpeted areas, submit shop drawings showing installation of carpeting, seam diagram, pattern direction, necessary installation accessories; show the location of different patterns or styles of carpet. If mixed fiber types are used on the areas shown, the fiber type must be clearly identified to facilitate future recycling. The contractor will supply reproducible prints upon request to facilitate shop drawing preparation and show locations of any threshold conditions.

13.3.2 A coordinator shall be assigned to the project and be able to visit the site as required by the eligible agency. The coordinator shall be available by phone during working hours and after hours if deemed necessary. The contractor shall submit a time frame for completion of each project to the eligible agency for approval and notify the eligible agency of any changes to the time frame.

13.4 All flooring installation shall be in accordance with the manufacturer instructions, using manufacturer recommended products. In the event of infractions that may void the warranty, the contractor shall carry the warranty (in writing) or present documentation from the manufacturer for acceptable substitutions of product. Any and all carpet tile projects must be installed so that the tiles are easily removed/replaced. The least amount of releasable adhesive should be used, while still enforcing the warranty. If conditions exist that full spread wet installed adhesive be used, it is the responsibility of the flooring contractor to advise the representative of the Agency BEFORE installation begins. It is the responsibility of the flooring contractor to educate craftsmen and plan accordingly for provisions of dry installations.

13.5 All scraps will be removed upon the completion of each project. The carpet is to be vacuumed thoroughly. Refer also to the Recycling/Environment Section.

13.6 Carpet in excess of one square yard and overages, (left over from installation), stock, etc. must be tagged with building, room number amount of yardage and fiber type. Contractor is to take the carpet to a location designated by the eligible agency. Pre-ordered stock must be delivered to the agency before project installation.

13.7 Contractor should perform a walk-through with the department contact upon project completion to correct any punch items.

13.8 The contractor should be on call after hours and be available for carpet installation evenings, early mornings and weekends, as required. Contractor must be able to meet tight schedules and handle emergency installations. The lead installer should be available by cell phone.

13.9 Carpet repairs must be done by a fully equipped installer within 72 hours from receipt of work order for repair. All repairs are to be coordinated with the agency contact.

13.10 Contractor shall be responsible for any damage as a result of carpet installation. This includes items such as furniture, fixtures, pipelines, plumbing, electrical, elevators, telephones, glue spillage, broken glass, wall/drywall, paint, personal property and any other damage or stolen property of The State of Arizona. Any damages should be reported daily to the eligible agency.

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- 13.11 Contractor shall furnish all labor, materials, tools, equipment, transportation and any storage facility necessary to properly and satisfactorily install carpeting/floor covering per the Agency requirements. The State assumes no liability for any lost or stolen goods.
- 13.12 Installation non-performance and/or poor performance could result in termination of this contract.
- 13.13 Contractor is responsible for the proper disposal of all old carpeting and flooring materials. Contractor should properly store, secure and dispose of any flammable or hazardous materials used on the job. See recycling section.
- 13.14 In most cases, our preference is for "provide and install" services from the contractor. When circumstances necessitate a split in these services it is incumbent upon whoever provides the floor covering material to also supply the specified adhesives and/or products necessary to maintain the integrity of the installation and the warranty.



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1. DEFINITIONS

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

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

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

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

"Buyer" means procurement officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

"Purchase Order" means contract.

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

"Purchaser" means procurement officer.

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

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

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

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

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

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

"Short Description" means the contract' title.

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

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

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

"Vendor" means contractor.



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2 CONTRACT

- 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 provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement 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. Only the Procurement Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.
- 2.2 The State's primary contact for this solicitation and resultant contracts shall be listed in the contract header information found in the State's eProcurement System, ProcureAZ.
- 2.3. Contract Restructure. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.

3 ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes §41-2632.

4 CONTRACT TYPE

The contract shall be Firm Fixed Pricing.

5 TERM OF THE CONTRACT

The contract shall begin upon the date of Contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.

6 CONTRACT RENEWAL

The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The State reserves the right, upon mutual agreement between the State and the Contractor, to renew the contract for one-year periods or a portion thereof with a maximum aggregate contract term of 5 years.

7 ESTIMATED QUANTITIES (CONSIDERABLE)

The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.



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8 ADMINISTRATIVE FEE

8.1 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.

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 http://spo.az.gov/Contractor_Resources/Admin_Fee.

8.2 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) for more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.

8.3 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.

9 VOLUME SALES REPORT

The contractor shall furnish the State an annual report delineating the spend activity under the contract. This report shall be submitted electronically and in a format approved in advance in writing by the State. The Contractor shall not alter or modify the format of the reports unless approved by the State. The volume sales report shall be submitted annually 30 days before the end of the contract term and at a minimum, it shall disclose the following:

- Eligible Agency Name
- Contract Number
- Contractor Name
- Purchase Order Number
- Designation of P-Card used as payment method (Yes or No)
- Order Date
- Invoice Date
- Invoice Number
- Product Description, Labor or Services
- Product Category (e.g. "carpet", "vinyl flooring")
- Contract Price (per yard, foot, etc)
- Quantity Ordered
- Extended Total Price



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10 NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

11 LICENSES

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

12 DEFECTIVE PRODUCTS

All defective products shall be replaced and exchanged by the contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the contractor. All replacement products must be received by the State within ten (10) days of initial written notification unless otherwise agreed to by the eligible Agency.

13 ORDERING

Any commodities or services to be furnished under this contract shall be ordered by issuance of purchase orders by the eligible Agency. Such orders may be issued from effective date of contract award. All purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control. All purchase orders shall cite this contact number.

14 DELIVERY

14.1 All products shall be shipped and packaged in accordance with standard, commercially acceptable methods and shipped in a manner which will enable the receiving person(s) to easily inspect the shipment against the packing slip. All orders shall be delivered to the Agency within four (4) to six (6) weeks after receipt of order (ARO) unless otherwise negotiated. Upon request, the Contractor shall provide written confirmation of negotiated alternate delivery date. Also upon request, Contractor shall provide written, dated confirmation that materials have been ordered from the manufacturer. The ordering Agency shall not be required to accept late deliveries and will make the final determination of whether or not to accept late deliveries. Failure to deliver by the date and time agreed upon may be grounds for cancellation of the order.

14.2 The Contractor shall have the ability to offer expedited or "rush" delivery and installation upon request of the Authorized User. Expedited or "rush" delivery and installation is considered between two (2) and three (3) weeks ARO. Costs associated with expedited or "rush" delivery and installation must be negotiated with the ordering Agency prior to order. However, expedited or "rush" deliveries and installations caused by an error or delay on the part of the Contractor shall be at no additional cost to the ordering Agency.

15 RETURNS

Credits for returned products shall be made as soon as practicable and in full upon the Contractor's receipt of returned goods. The Contractor shall bear all shipping and insurance costs related to product returns and shall be liable for any damages to the product that occurs during the return process, unless caused by fault or negligence of the ordering Agency.



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16 SHIPMENTS, DUPLICATES AND OVER-SHIPMENTS

Upon notification by the State of a duplicate or over-shipment, item(s) shall be removed at the Contractor's expense. If such item(s) are not removed within thirty (30) calendar days of written notification by the State, the State reserves the right to dispose of them as its own property and shall not be held liable for the cost.

17 SUBCONTRACTORS

The Contractor shall be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the Contract. If subcontractors are used, the Contractor must clearly explain their participation. The State reserves the right to approve the participation of subcontractors in the fulfillment of the Contract.

18 BILLING

18.1 All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the 'bill to address' and show pricing and terms and conditions of the Contract. All invoices shall be itemized and contain the following information, at a minimum:

- Contract Number
- Eligible Agency
- Remit-to Address
- Purchase Order Number
- Invoice Number
- Date of Order
- Contractor's Name
- Complete Product/Service Description(s)
- Contract Price (per square yard, foot, etc)
- Invoice Total

18.2 Contractors shall not invoice service fees or additional costs to any Authorized Users during the term of the Contract. Such additional costs/fees not allowed include, but are not limited to, the following:

- Delivery location fees
- Small order/"minimum order" fees unless specified by the mill/manufacturer
- "Special order" fees
- Return fees for Contractor's error (e.g. restocking fees)
- Fees for quotes and/or drawings
- Any charge that is not identified in current price lists for all products, labor, related services or supplementary materials unless agreed to in advance by the Authorized User.

18.3 In the event of a price change between the date of order and the date of delivery and/or installation, Contractor shall charge the lower price.

19 ONLINE CATALOG AND ELECTRONIC ORDERING SYSTEM (PUNCH-OUT) (OPTIONAL)

If the Contractor has punch-out capability, the following conditions shall apply:



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19.1 The Contractor shall make available an online catalog to allow authorized users to make purchase from this contract through the State's eProcurement System (ProcureAZ). The contractor shall have a secured website for placing online orders. The features and functions of any online ordering catalog that is created for use by the State under this contract shall include but shall not be limited to the following:

- Access by standard web browsers
- Product information such as unit of measure, item status, price description and photos
- Item status inquiry functionality that provides stock availability
- Order tracking
- Help functionality
- Reflect current catalog / price list and contract pricing
- Restricted to only those items that may be purchased under this contract that are within the general product categories establish by this contract
- Shall not include any items that are specifically excluded from this contract.

19.2 Access. The Contractor shall provide access to and interconnectivity with ProcureAZ for the purpose of allowing authorized State system users to "Punch-Out" of the State's eProcurement system, and select contract products and services directly from the Contractor's website, and return to the State's system with pre-populated order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their Punch-Out connection.

19.3 Timeframe. The "Punch-Out" capability shall be functional within the first six months of the contract begin date.

19.4 The cost associated with the Contractor's Punch-Out set-up, maintenance and support shall be borne by the Contractor.

20. PRICE INCREASES

19.1 The State may review a fully documented request for a price increase only at the time of contract extension. With the request, the Contractor shall provide a signed notification letter on company letterhead detailing the effective date of the increase, the amount of the increase, and any information necessary to understand and fully implement the price change. All written requests for price adjustments made by the contractor shall be submitted 60 to 90 days prior to the anniversary or contract renewal date.

19.2 Price increases shall be limited to include **only** fully documented cost increases incurred by the Contractor. As a condition of price increase request approval, the Contractor shall submit manufacturer invoices and other available forms of cost documentation to support any price increase. Price increases shall be limited to and cannot exceed the Contractor's price as described in the pricing sheet and shall remain fixed for the entire Contract term (i.e. initial term and all mutually agreed upon renewals).

19.3 All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, shall be effective upon the effective date of the contract extension.

21 PRICE REDUCTIONS

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The State may always accept lower pricing. Additionally, the contractor shall offer the state a price reduction on



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the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. Price reductions shall include the following:

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

22 SALES PROMOTIONS

22.1 In addition to decreasing contract pricing in accordance with the provision entitled price reductions, the contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision the contractor shall submit:

- A formal request that identifies the affected contract product or product lines
- The promotional price vs. the existing contract price
- The start and end date of the sales promotion

22.2 Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the contractor shall provide conspicuous notice of the promotion.

23 PRODUCT DISCONTINUANCE

The State may award contracts for particular products and/or product lines of materials as a result of this solicitation. In the event that the manufacturer discontinues a product or product line, the State at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or product line and provide the following:

- A formal announcement from the manufacturer that the product or product line has been discontinued.
- Documentation from the manufacturer that names the replacement product or product line.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
- Documentation confirming that the price for the replacement is the same as or less than the discontinued product.

24 NEW PRODUCTS

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

- A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
- Documentation from the manufacturer that cites the effected products by item number and description.
- Documentation that provides clear evidence that the new products are those that are within the awarded contract product. NO OTHER PRODUCTS WILL BE ALLOWED.



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- That states prices at which sales are currently or were last made to a significant number of category of buyers or buyers constituting the general buying public for the materials or supplies involved and that will be sold at the existing discount (percents %) form list price as existing products.

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

25 WARRANTY

- 25.1 The Contractor shall guarantee its products to be free from defect in materials and workmanship, given normal use and care, over the period of the applicable manufacturer's warranty. Manufacturer's warranties are the sole responsibility of the manufacturer and must be official and standard (not customized) documents that are signed by a manufacturer's representative. Upon request, the Contractor shall provide warranty information (i.e. wear and stain resistance, warranty in years and any additional warranty information) to the Authorized User within ten (10) business days from the date of installation. For all carpet products, the Contractor shall honor a minimum warranty of ten (10) years from the date of installation given normal use conditions, or the manufacturer's standard warranty, whichever is greater. All modular carpet tile products shall be warranted against cupping, dishing or doming for a minimum of ten (10) years from the date of installation or the manufacturer's standard warranty, whichever is greater. For all other products, the Contractor shall honor the manufacturer's standard warranty from the date of installation, at a minimum.
- 25.2 As agreed upon with the Authorized User, the Contractor shall repair and/or replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified. The Contractor shall replace and/or repair, without charge, any flooring product for a minimum period of two (2) year from the date of installation if the defects are attributed to defective or improper installation techniques. The Contractor shall coordinate and facilitate any replacement or repairs of flooring products under warranty coverage with the Authorized User upon notification of a warranty issue.

26 CONTRABAND

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

26.1 DEFINITION – A.R.S. § 13-2501

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

26.2 PROMOTING PRISON CONTRABAND – A.R.S. § 13-2505

1. A person, not otherwise authorized by law, commits promoting prison contraband:
 - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
2. Promoting prison contraband is a Class 5 felony.



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27 PROTECTION OF FACILITIES AND GROUNDS

The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, 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 or eligible using agency as specified.

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 (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.

The State shall be under no obligation to the contractor in regards to any restoration or rehabilitation of the contractor's premise or property during the contract term or after the final contract expiration date.

27 MATERIAL SAFETY DATA SHEETS (MSDS)

If any item(s) on any Contract order is a hazardous chemical, as defined under OSHA 29 CFR 1910.1200, the Contractor shall include the appropriate Material Safety Data Sheet(s) with the initial shipment and with the first shipment after a Material Safety Data Sheet is updated. The Contractor shall send the initial or updated Material Safety Data Sheet(s) with a complete container, partial container or single product. The Contractor, distributor or manufacturer may make access to Material Safety Data Sheets available online via their website, however, Material Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

28 RISK AND LIABILITY

28.1 INDEMNIFICATION:

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

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



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28.2 INSURANCE REQUIREMENTS:

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

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

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

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Damage to Rented Premises \$ 25,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

- Combined Single Limit (CSL) \$500,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”*** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.



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

b. Policy shall contain a severability of interests provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

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

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required. 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.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Administration, State Procurement Office, 100 N. 15th Ave., Suite 201, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.



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- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with 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 Vendor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the **Arizona Department of Administration, State Procurement Office, 100 N. 15th Ave., Suite 201, Phoenix, AZ 85007**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



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UNIFORM TERMS AND CONDITIONS – VERSION 8

1. Definition of Terms

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

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

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.



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- 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 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.



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- 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. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.



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

6. **Risk and Liability**

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



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6.2. Indemnification

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

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



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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;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

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



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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 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.



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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**

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

11. **Arbitration**

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

12. **Comments Welcome**

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



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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.

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

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

"Amendments" means solicitation amendments.

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

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

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

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

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

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

"Bid Solicitation" means solicitation.

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

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

"Buyer" means procurement officer.

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

"Description" means the solicitation's title.

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

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

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

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

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

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



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"Pre Bid Conference" means pre-offer conference.

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

"Quote" means offer.

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

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

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

"Purchaser" means procurement officer.

2 PRE-OFFER CONFERENCE

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

3 INQUIRIES

Any question about the specifications or other solicitation documents related to this Request for Proposal shall be directed to State Procurement Officer Cynthia L Tucker at cindy.tucker@azdoa.gov no later than five working days before the due date. Correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation.

4 OFFER PREPARATION

- 4.1 Offer and Acceptance. Offers shall include a signed Offer and Acceptance form, as described in section 3.3 of the Uniform Instructions.

The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically on ProcureAZ. Failure to return an Offer and Acceptance Form may result in rejection of the Offer.
- 4.2 Acknowledgement of Solicitation Amendments. All Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.



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4.3 Offer Forms. Offer shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to submit all forms below according to the Offer Form Instructions may result in the submitted proposal being determined to be non-responsive.

- Signed Offer and Acceptance Form
- Completed Attachment I or separate narrative prepared by Offeror – Questionnaire located on Page 44 of RFP.
- Completed Attachment II – Pricing Instructions document located in attachment tab of ProcureAZ
- Completed Attachment – Key Personnel document located in attachment tab of ProcureAZ
- Completed Attachment – Subcontractors document located in attachment tab of ProcureAZ
- Completed Attachment – Organizational Profile document in attachment tab of ProcureAZ

4.4 Pricing Submission

- Pricing information: Offerors shall complete Pricing Schedule Attachment II and provide all requested information according to the Attachment.
 - Product Pricing Information: Product pricing shall be a fixed price per unit of measure for all manufacturers' products offered. For all products, the fixed price shall represent the cost of installed flooring. Proposed product prices shall include installation, packaging, freight and fuel costs, insurance, charges for quotes, and installation/operation/maintenance manuals, samples and product literature. Most often the price is per square yard including labor for installation.
 - Labor rates for services: The offeror shall provide labor rates/pricing for the various operations allowed under this RFP other than installation included in the price. These may include: removal operations for new installations, as well as those independent of new installations (e.g. removal of old, non-asbestos flooring from state premises); floor preparation operations; other non-routine operations; trim operations, etc. and repair operations for carpet and flooring damage (i.e. broken thresholds, base replacement, carpet patching and repairs).
- Line items listed in ProcureAZ: Offerors are to submit their pricing by completing Attachment II and uploading it to ProcureAZ. This spreadsheet allows for additional materials and services not found in the line item pricing in ProcureAZ.

In addition offerors shall enter the unit of measure price for each line item in ProcureAZ for material and services. The Attachment spreadsheets allows for items not specifically itemized in ProcureAZ. Note: There is a space for the Offeror to list an equivalent brand, product line or services for consideration of this RFP.



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5 SUBMISSION OF OFFER

- 5.1 Electronic Documents. The Solicitation document is provided in an electronic format. Any unidentified alteration or modification to any Solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Solicitation Instructions, Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State.
- 5.2 Acceptable Formats. Offer electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and .XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint) and .PDF (Adobe Acrobat). Other file formats may also be acceptable, including .ZIP, .MDB, .MDBX, .MPP, MPPX, .VSD, .JPG, .GIF, and .BMP. Offerors wishing to submit files in these or other formats shall submit an inquiry to the Procurement Officer.
- 5.3 ProcureAZ. Offers shall be submitted in an acceptable format, as described herein, using the State's online eProcurement application ProcureAZ (www.procure.az.gov). Submission of offers by means other than the ProcureAZ system will not be accepted. Prospective Offerors with questions in this regard shall contact the Procurement Officer prior to the Solicitations due date and time.
- 5.4 PROCUREAZ Offer Submission, Due Date and Time

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

6 EVALUATION

- 6.1 In accordance with the Arizona Procurement code § 41-2534, awards shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
- Method of Approach and Capacity of Offeror
 - Cost
 - Conformance to all Terms, Conditions and Instructions
- 6.2 Opening. Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.
- 6.3 Clarifications. Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its proposal.



Special Instructions to Offerors

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- 6.4 Discussions. As provided by A.A.C. R2-7-C314, discussions may be conducted with offerors who submit offers determined to be reasonably susceptible of being selected for award. If discussions are conducted pursuant to A.A.C. R2-7-C314, the State shall issue a written request for best and final offers. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.
- 6.5 Responsibility, Responsiveness and Acceptability. In accordance with A.R.S. 41-2534(G), and A.A.C. R2-7-C312, State shall consider the following in determining offerors' responsibility as well as the responsiveness and acceptability of their proposals. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract. Offerors may not be considered responsible if they have had a contract with the State, within the last three-years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the State or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references. Proposals may not be considered responsive and/or acceptable if they do not contain information sufficient to evaluate the proposal in accordance with the factors identified in the solicitation or other necessary proposal components. Necessary components include: an indication of the Offeror's intent to be bound, price proposal, solicitation amendments, bond and reference data as required.
- 6.6 Financial Stability. The Offeror 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 past sales history must be provided within five (5) business days of request. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. The State reserves the right to reject any Offeror who does not demonstrate financial stability sufficient for the scope of this contract award.
- 6.7 Final Proposal Revisions. If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

7 AWARD

- 7.1 Contract Document Consolidation. At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would include (i) reorganizing solicitation documents and those components of the Contractor's Offer not pertaining to the Contract's operation; or (ii) excluding any components of the Contractor's Offer that were not awarded. Contract document consolidation shall not materially change the Contract.
- 7.2 Notice to Proceed. Contractors shall commence with the performance of the Contract upon receipt of a Notice to Proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.



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UNIFORM INSTRUCTIONS TO OFFERORS - VER 3-7-2011

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

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

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

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

"Contractor" means any person who has a Contract with the State.

"Days" means calendar days unless otherwise specified.

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

"Offer" means bid, proposal or quotation.

"Offeror" means a vendor who responds to a Solicitation.

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

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

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

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

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

2. **Inquiries**

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

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

2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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

2.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.



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- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offer or's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
- 3.4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9. Provision of Tax Identification Numbers.
- 3.9.1. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 3.9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being



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requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials.
This submission is mandatory under 26 U.S.C. § 6041A.

- 3.10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
- 3.11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.12.1 Special Terms and Conditions;
 - 3.12.2 Uniform Terms and Conditions;
 - 3.12.3 Statement or Scope of Work;
 - 3.12.4 Specifications;
 - 3.12.5 Attachments;
 - 3.12.6 Exhibits;
 - 3.12.7 Special Instructions to Offerors;
 - 3.12.8 Uniform Instructions to Offerors; and
 - 3.12.9 Other documents referenced or included in the Solicitation.
- 3.13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).
- 3.14. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
- 3.15. Offshore Performance of Work Prohibited
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

4. Submission of Offer

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



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- 4.2. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.
- 4.3. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.4. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4.5. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- 4.5.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.5.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation

- 5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.
- 5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.
- 5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
- 5.7.1 Waive any minor informality;
- 5.7.2. Reject any and all Offers or portions thereof; or
- 5.7.3 Cancel the Solicitation.

6. Award

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



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- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.
- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

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

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

8. Comments Welcome

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

EXHIBIT B

Diversified Flooring Services-Phoenix – Pricing Sheets

ATTACHMENT II: PRICING SCHEDULE

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Instructions: The basis for product pricing shall be price per unit of measure for all manufacturers' products offered. For all products, price shall represent the proposer's cost and markup. The "cost" is defined as the invoice cost to the Contractor and includes all invoice discounts taken by the Contractor from the supplier. Note: The Offeror may add any additional products they wish make available under an awarded contract. Any additional products offered above and beyond those listed below shall fall within the general scope of this solicitation in order to be considered.

Offeror Name: Diversified Flooring Services - Phoenix LLC

FLOORING PRODUCTS			
Enter price in appropriate column based on unit of measure (i.e. LF, SF, Unit, Each).			
Manufacturer Name	Style	Price Per	Price Per UOM
		UOM	(LF, SF, EA)
Generic or Brand	Rubber Cove Base	\$0.75	LF
Generic or Brand	Transition Strips	\$1.00	LF
Generic or Brand	Rubber/Vinyl Covers & Coners	\$2.00	EA
Roppe or equivalent	Cove base 2.5"	\$0.75	LF
Roppe or equivalent	Cove base 4"	\$0.75	LF
Roppe or equivalent	Cove base 6"	\$1.10	LF
Shaw or equivalent	Broadloom Adhesive N1000	\$35.00	EA
Shaw or equivalent	Pressure Sensitive Adhesive, Carpet Tile N5100	\$85.00	EA
Shaw or equivalent	Adhesive, carpet tiles High Moisture slabs Lockdots	\$110.00	EA
Shaw or equivalent	Premium Adhesive for Resilient, S150	\$45.00	EA
Shaw or equivalent	Premium Resilient Adhesive, N4100	\$165.00	EA
Generic or Brand	Carpet Pad	\$4.50	SY
Generic or Brand	Patch Cement	\$25.00	EA
ADDITIONAL FLOORING PRODUCTS			
Manufacturer Name	Description	Price Per	Price Per UOM
		UOM	(LF, SF, EA)
Pricing for the products below include installation, freight, and related items per section 4.4 and Q&A section			
Bolyu Commercial Carpets	Style: Rush/Drift - Modular Tile	\$28.75	SY
Bolyu Commercial Carpets	Style: Fusion/Matrix - Modular Tile	\$25.25	SY
Bolyu Commercial Carpets	Style: Urban Windows - Modular Tile	\$29.50	SY
Bolyu Commercial Carpets	Style: Mixed Media/Street Art - Modular Tile	\$24.75	SY
Bolyu Commercial Carpets	Style: Tempe - Modular Tile	\$25.75	SY
Bolyu Commercial Carpets	Style: Brushworks - Modular Tile	\$25.90	SY
Bolyu Commercial Carpets	Style: Access - Modular Tile	\$34.50	SY
Patcraft Commercial Carpe	Style: Homeroom II 26 oz - Broadloom	\$13.75	SY
Patcraft Commercial Carpe	Style: Splash - Broadloom	\$14.80	SY
Patcraft Commercial Carpe	Style: Big Splash - Broadloom	\$14.80	SY
Patcraft Commercial Carpe	Style: Color Your World - Broadloom	\$15.75	SY
Patcraft Commercial Carpe	Style: Splash - Modular Tile	\$24.25	SY
Patcraft Commercial Carpe	Style: Big Splash - Modular Tile	\$24.25	SY
Patcraft Commercial Carpe	Style: Color Your World - Carpet Tile	\$23.75	SY
Interface Commercial Carp	Style: Entropy - Modular Tile	\$28.90	SY
Interface Commercial Carp	Style: Cubic - Modular Tile	\$22.50	SY
Interface Commercial Carp	Style: Entry Level - Modular Tile	\$35.75	SY
Interface Commercial Carp	Style: Form and Function - Modular Tile	\$23.60	SY
Interface Commercial Carp	Style: Classroom - Modular Tile	\$25.85	SY
Interface Commercial Carp	Style: 1000 Series- Modular Tile	\$24.80	SY
Interface Commercial Carp	Style: 2000 Series- Modular Tile	\$27.80	SY
Mohawk/Bigelow Commer	Style: Stati Tuft III Cushion Back - Modular Tile	\$34.25	SY
Mohawk Commercial Carpe	Style: Spring Break (Work It) - Modular Tile	\$23.50	SY
Mohawk Commercial Carpe	Style: Advanced Geometry (Class Act) - Modular Tile	\$24.50	SY
Lees Commercial Carpet	Style: Faculty IV - Modular Carpet	\$31.50	SY
Shaw Broadloom Carpet	Style: Enity Teklok - Broadloom	\$17.40	SY
Shaw Broadloom Carpet	Style: Expose Teklok - Broadloom	\$16.90	SY
Shaw Broadloom Carpet	Style: Momentum IV 28 oz Unitary - Broadloom	\$13.00	SY
Shaw Broadloom Carpet	Style: Associate - Broadloom	\$14.50	SY
Shaw Broadloom Carpet	Style: Amplify - Broadloom	\$20.75	SY
Shaw Broadloom Carpet	Style: Illuminate - Broadloom	\$20.75	SY
Shaw Broadloom Carpet	Style: Mainframe - Broadloom	\$22.30	SY
Shaw Carpet Tiles	Style: Bright Works Collection - Modular Tile	\$22.90	SY
Shaw Carpet Tiles	Style: Homage Collection - Modular Tile	\$31.00	SY
Shaw Carpet Tiles	Style: Charisma - Modular Tile	\$28.20	SY
Shaw Carpet Tiles	Style: Clearview Collection - Modular Tile	\$22.80	SY
Shaw Carpet Tiles	Style: Gradient - Modular Tile	\$26.75	SY
Shaw Carpet Tiles	Style: Shadows Collection - Modular Tile	\$29.80	SY
Shaw Carpet Tiles	Style: Montage Collection - Modular Tile	\$35.25	SY
Shaw Carpet Tiles	Style: Repartee - Modular Tile	\$25.50	SY
Shaw Carpet Tiles	Style: Sequence Collection - Modular Tile	\$30.40	SY
Mannington Carpet Tiles	Style: The Connected Collection - Modular Tile	\$33.65	SY
Mannington Carpet Tiles	Style: Baracoa II - Modular Tile	\$30.25	SY
Mannington Carpet Tiles	Style: Centerfield III 20 oz - Modular Tile	\$25.10	SY
Mannington Carpet Tiles	Style: Tx Collection - Modular Tile	\$35.95	SY
Mannington Carpet Tiles	Style: Cavara Collection - Modular Tile	\$27.40	SY
Mannington Carpet Tiles	Style Carthage IV 20 oz. - Modular Tile	\$25.70	SY
Mannington Carpet Tiles	Style: Tx II Collection - Modular Tile	\$28.80	SY
Mannington Carpet Tiles	Style: Renaissance Collection - Modular Tile	\$24.50	SY
Mannington Carpet Tiles	Style: Miami Collection - Modular Tile	\$32.75	SY
Mannington Carpet Tiles	Style: Equinox Collection - Modular Tile	\$34.60	SY
Mannington Carpet Tiles	Style: Well Written Collection - Modular Tile	\$35.10	SY
Mannington Carpet Tiles	Style: In Theory Collection - Modular Tile	\$25.25	SY

Mannington Carpet Tiles	Style: Great Expectations Collection - Modular Tile	\$30.10	SY
Mannington Carpet Tiles	Style: Subtlety Collection - Modular Tile	\$23.40	SY
Mannington Carpet Tiles	Style: All Star Collection - Modular Tile	\$28.95	SY
Mannington Carpet Tiles	Style: Lhasa Collection - Modular Tile	\$30.90	SY
Mannington Carpet Tiles	Style: Good Form Collection - Modular Tile	\$24.50	SY
Mannington Carpet Tiles	Style: The Solutions Collection - Modular Tile	\$29.75	SY
Mannington Carpet Tiles	Style: Stringworks II - Modular Tile	\$23.20	SY
Mannington Carpet Tiles	Style: The Committee Collection - Modular Tile	\$25.60	SY
Mannington Carpet Tiles	Style: The Amalfi Collection - Modular Tile	\$42.80	SY
Mannington Carpet Tiles	Style: Variations II - Modular Tile	\$31.25	SY
Mannington Carpet Tiles	Style: Outlook Collection - Modular Tile	\$31.10	SY
Mannington Carpet Tiles	Style: Everywhere Plus 22 oz - Modular Tile	\$26.30	SY
Mannington Carpet Tiles	Style: Everywhere Plus 26 oz - Modular Tile	\$29.20	SY
Mannington Carpet Tiles	Style: Cartography Collection - Modular Tile	\$29.90	SY
Mannington Carpet Tiles	Style: Belvedere IV - Modular Tile	\$39.40	SY
Mannington Carpet Tiles	Style: The Palma Collection - Modular Tile	\$30.40	SY
Mannington Carpet Tiles	Style: Venue 20 - Modular Tile	\$30.70	SY
Mannington Carpet Tiles	Style: The Runway Collection - Modular Tile	\$38.70	SY
Mannington Carpet Tiles	Style: Stream of Consciousness Collection -Modular Tile	\$34.90	SY
Mannington Carpet Tiles	Style: The Liasion Collection Walk Off Tiles - Modular Tile	\$49.80	SY
Mannington Broadloom Ca	Style: Carthage IV 20 Oz - Broadloom	\$19.80	SY
Mannington Broadloom Ca	Style: Tx Collection - Broadloom	\$30.20	SY
Mannington Broadloom Ca	Style: Tx II Collection - Broadloom	\$22.90	SY
Mannington Broadloom Ca	Style: Classics Collection - Broadloom	\$34.75	SY
Mannington Broadloom Ca	Style: IL Palio Collection - Broadloom	\$24.90	SY
Mannington Broadloom Ca	Style: The Miami Collection - Broadloom	\$24.70	SY
Mannington Broadloom Ca	Style: Everywhere 22 oz Collection Ultraloc Backing - Broadloom	\$21.25	SY
Mannington Broadloom Ca	Style: Everywhere 22 Oz Collection Integra HP Backing - Broadloom	\$23.40	SY
Mannington Broadloom Ca	Style: Light Grid - Broadloom	\$25.40	SY
Mannington Broadloom Ca	Style: The Palma Collection - Broadloom	\$22.80	SY
Mannington Broadloom Ca	Style: Boardroom/Executive Suite/Front Office - Broadloom	\$28.36	SY
Mannington Broadloom Ca	Style: Variations III -Broadloom	\$22.50	SY
Mannington Broadloom Ca	Style: The Committee Collection - Broadloom	\$19.30	SY
Mannington Broadloom Ca	Style: Venue 20 - Broadloom	\$23.80	SY
Mannington Broadloom Ca	Style: The Amalfi Collection - Broadloom	\$35.70	SY
Mannington Broadloom Ca	Style: The Runway Collection - Broadloom	\$29.60	SY
Mannington Broadloom Ca	Style: The Solutions Collection - Broadloom	\$24.10	SY
Mannington Broadloom Ca	Style: The All Star Collection - Broadloom	\$21.90	SY
Mannington Broadloom Ca	Style: Stream of Consciousness Collection - Broadloom	\$26.80	SY
Mannington Broadloom Ca	Style: Baracoa II - Broadloom	\$23.40	SY
Mannington Broadloom Ca	Style: Belvedere V 36 oz - Broadloom	\$25.10	SY
Mannington Broadloom Ca	Style: The Outlook Collection - Broadloom	\$22.50	SY
Mannington Broadloom Ca	Style: Centerfield III 20 oz Ultraback - Broadloom	\$17.00	SY
Mannington Broadloom Ca	Style: Closeknit II - Broadloom	\$22.90	SY
Mannington Broadloom Ca	Style: Innuendo - Broadloom	\$17.30	SY
Mannington Resilient Items	Style:Progression VCT	\$1.45	SF
Mannington Resilient Items	Style: Safewalks Slip Retardant Tile	\$2.50	SF
Mannington Resilient Items	Style: Brushworks/Solid Point PVT	\$2.15	SF
Mannington Resilient Items	Style: Gym Kit - Game Lines	\$2.25	SF
Mannington Resilient Items	Style: Natures Path Select Tile - LVT	\$5.65	SF
Mannington Resilient Items	Style: Natures Path Select Plank - LVT	\$5.65	SF
Mannington Resilient Items	Style: Rain and Dissolve - LVT	\$4.50	SF
Mannington Resilient Items	Style:Natures Path Lock Solid - LVT	\$4.50	SF
Mannington Resilient Items	Style: Spacia First 12 MIL - LVY	\$3.50	SF
Mannington Resilient Items	Style: Spacia 20 MIL - LVT	\$4.40	SF
Mannington Resilient Items	Style: Amtico 40 MIL - LVT	\$6.20	SF
Mannington Resilient Items	Style: Biospec MD - Sheet Vinyl	\$41.30	SY
Mannington Resilient Items	Style: Realities 6' and 12' Wide - Sheet Vinyl	\$45.25	SY
Mannington Resilient Items	Style: Primus 6' and 12' Wide - Sheet Vinyl	\$45.25	SY
Mannington Resilient Items	Style: Vivendi Collection 6' and 12' Wide - Sheet Vinyl	\$46.90	SY
Mannington Resilient Items	Style: Lifelines II 6' Wide - Sheet Vinyl	\$43.80	SY
Mannington Resilient Items	Style: Assurance II: Slip Restardent - Sheet Vinyl	\$49.10	SY
Mannington Resilient Items	Style: Insight Plus 12' Wide - Sheet Vinyl	\$34.10	SY
Mannington Resilient Items	Style Magna Multifec - Sheet Vinyl	\$26.80	SY
Mannington Resilient Items	Style: Relay RE (Recycled Content) - Sheet Vinyl	\$44.90	SY
Mannington Resilient Items	Style: Fine Fields - Sheet Vinyl	\$38.60	SY
Mannington Rubber Tile	Style: Colorsape	\$8.40	SF
Mannington Rubber Tile	Style: Colorspec	\$9.25	SF
Mannington Rubber Tile	Style: Audio Spectra 12" x 24" Tiles	\$10.25	SF
Mannington Rubber Treads	Style: Stair Treads - One Piece Tread and Riser Combo	\$21.80	SF
Mannington Sport Floor	Style: Reset Interlocking	\$7.30	SF
Mannington Sport Floor	Style: Reset Rolled	\$5.60	SF
Mannington Sport Floor	Style: Spike/Skate Proof Enforcer Sculptured	\$11.75	SF
Mannington Premium Base	Style: Optimum Edge 4" wt	\$2.00	LF
Mannington Premium Base	Style: Premium Edge 4" wt	\$1.75	LF
Mannington Premium Base	Style: Edge Effects Sculptered Base	\$4.75	LF
Mannington Wood	Style: Earthly Elements 12" x 12" and 12" x 24"	\$9.70	SF
Mannington Wood	Style: American Hardwoods Collection	\$7.80	SF
Mannington Porcelain Tile	Style: Antiquity 12" x 12" and 18" x 18" Tiles	\$9.30	SF
Mannington Porcelain Tile	Style: Cairo 12" x 12", 12" x 24" and 18" x 18" Tiles	\$10.60	SF
Mannington Porcelain Tile	Style: Patchwork12" x 12" and 18" x 18" Tiles	\$9.60	SF
Mannington Porcelain Tile	Style: Serengeti Slate 12" x 12", 12"x 24" and 18" x 18" Tiles	\$9.80	SF
Mannington Porcelain Tile	Style: Metro 12" x 12" and 18" x 18" Tiles	\$7.80	SF
Mannington Porcelain Tile	Style: Garda 12" x 12" and 18" x 18" Tiles	\$8.20	SF
Philadelphia Carpets	Style: Off The Cuff Collection - Modular Tile	\$22.50	SY
Philadelphia Carpets	Style: Open Spaces Collection - Modular Tile	\$26.00	SY
Philadelphia Carpets	Style: Awestruck Collection - Modular Tile	\$23.90	SY
Philadelphia Carpets	Style: Free Style Collection - Modular Tile	\$23.70	SY
Philadelphia Carpets	Style: Interference Collection - Modular Tile	\$23.90	SY
Philadelphia Carpets	Style: Color Craze - Modular Tile	\$25.30	SY
Philadelphia Carpets	Style: No Limits - Modular Tile	\$26.90	SY
Philadelphia Carpets	Style: Swizzle - Modular Tile	\$24.80	SY
Philadelphia Carpets	Style: Step On It Walk off Mat - Modular Tile	\$39.00	SY
Philadelphia Carpets	Style: Succession Walk Of Mat - Modular Tile	\$31.00	SY

Philadelphia Carpets	Style: Full Court 12' and 15' Wide - Residential	\$15.80	SY	
Philadelphia Carpets	Style: Dyerburg 12' and 15' Wide Residential	\$16.10	SY	
Tandus/C&A Carpets	Style: Applause III - Modular Tile	\$29.50	SY	
Tandus/C&A Carpets	Style: All Star - Modular Tile	\$30.00	SY	
Tandus/C&A Carpets	Style: Change - Modular Tile	\$30.00	SY	
Tandus/C&A Carpets	Style: Colored Pencil - Modular Tile	\$30.75	SY	
Tandus/C&A Carpets	Style: Field Day - Modular Tile	\$27.10	SY	
Tandus/C&A Carpets	Style: Landform Colours - Modular Tile	\$30.75	SY	
Merofiro Resilient Products	Style: Kenetico Floating Vinyl Commercial Plank	\$5.10	SF	
Merofiro Resilient Products	Style: Engage Floating Vinyl Commercial Plank	\$5.50	SF	
Merofiro Resilient Products	Style: Solid Vinyl Plank 12 mil Ceramic Bead Wear Layer	\$3.05	SF	
Merofiro Resilient Products	Style: Solid Vinyl Plank 20 mil Ceramic Bead Wear Layer	\$3.80	SF	
Merofiro Resilient Products	Style: Solid Vinyl Tile 12 mil Ceramic Bead Wear Layer	\$3.65	SF	
Merofiro Resilient Products	Style: Solid Vinyl Tile 20 mil Ceramic Bead Wear Layer	\$4.65	SF	
Armstrong Products	Style: Striations 24" x 24" BioBased Tile	\$2.75	SF	
Armstrong Products	Style: Raffia 24" x 24" Vinyl Composition Tile	\$2.55	SF	
Armstrong Products	Style: Chroaspin Vinyl Composition Tile	\$2.25	SF	
Armstrong Products	Style: Rejuvenations Hetrogenous Commercial Sheet Vinyl	\$44.25	SY	
Armstrong Products	Style: Med Tech/Tone Homogenous Commercial Sheet Vinyl	\$39.80	SY	
Armstrong Products	Style: Connection Corlon Inlaid Commercial Sheet Vinyl	\$24.40	SY	
Triwest Commercial Products	Style: Gemwoods Laminate Collection	\$5.70	SF	
VPI Commercial Products	Style: Solid Vinyl Static Control Flooring	\$7.35	SF	
Daltile Ceramic Products	Cliff Point Bullnose Base 3" x 12"	\$11.30	LF	
Daltile Ceramic Products	Cliff Point Sanitary Base 6" x 12"	\$5.35	LF	
Daltile Ceramic Products	Continental Slate Bullnose Base 3" x 12"	\$6.50	LF	
Daltile Ceramic Products	Continental Slate Sanitary Base 6" x 12"	\$11.50	LF	
Daltile Ceramic Products	Quarry Textures Sanitary Base 5" x 6"	\$6.10	LF	
Daltile Ceramic Products	Alta Vista Tile 12" x 12"	\$7.90	SF	
Daltile Ceramic Products	Alta Vista Bullnose Base 3" x 12"	\$6.80	LF	
Daltile Ceramic Products	Alta Vista Sanitary Base 6" x 12"	\$15.75	LF	
Daltile Ceramic Products	Semi Gloss Matte Finish Wall Tile 4 1/4" x 4 1/4" GRP 1&2	\$9.50	SF	
Daltile Ceramic Products	Semi Gloss Matte Finish Wall Tile Bullnose 4 1/4" x 4 1/4" GRP	\$6.10	LF	
Daltile Ceramic Products	Semi Gloss Matte Finish Wall Tile Sanitary Base 4 1/4" x 6" G	\$6.00	LF	
Daltile Ceramic Products	Semi Gloss Matte Finish Wall Tile Sq.Top Base 4 1/4" x 4 1/4"	\$6.50	LF	
Daltile Ceramic Products	Quarry Tile 6" x 6" GRP 2	\$8.10	SF	
Daltile Ceramic Products	Quarry Tile Base 5" x 6"	\$6.25	LF	
Jonsonite Resilient Product	Style: ESD Granit SD Tile	\$6.30	SF	
Jonsonite Resilient Product	Style: ESD Granit SD Sheet	\$5.25	SF	
Jonsonite Resilient Product	Style: ESD Toro SC Tile	\$6.75	SF	
Jonsonite Resilient Product	Style: ESD Toro SC Sheet	\$5.25	SF	
Jonsonite Resilient Product	Style: Standard VCT Azrock	\$1.40	SF	
Jonsonite Resilient Product	Style: Textile VCT	\$2.00	SF	
Jonsonite Resilient Product	Style: Colorescence VET (Vinyl Enhanced Tile)	\$3.05	SF	
Jonsonite Resilient Product	Style: Azterra VET (Vinyl Enhanced Tile)	\$3.05	SF	
Jonsonite Resilient Product	Style: Cortina Grande SVT	\$4.35	SF	
Jonsonite Resilient Product	Style: Color Essence Slip Resistant VCT	\$3.45	SF	
Jonsonite Resilient Product	Style: Cortina Grande Slip Resistant VCT	\$4.75	SF	
Jonsonite Resilient Product	Style: Karim Colors VCT	\$4.55	SF	
Jonsonite Resilient Product	Style: ID Inspirations 28 mil	\$5.30	SF	
Jonsonite Resilient Product	Style: ID Patriot 12 Mil	\$4.90	SF	
Jonsonite Resilient Product	Style: ID Freedom 20 mil	\$5.05	SF	
Jonsonite Resilient Product	Style: Space	\$7.75	SF	
Jonsonite Resilient Product	Style: Contract Plus Sheet	\$23.50	SY	
Jonsonite Resilient Product	Style: Contract Plus 24" x 24" Tile	\$3.75	SF	
Jonsonite Resilient Product	Style: Aria Sheet	\$29.75	SY	
Jonsonite Resilient Product	Style: Aria 24" x 24" Tile	\$5.03	SF	
Jonsonite Resilient Product	Style: Melodia Sheet	\$32.80	SY	
Jonsonite Resilient Product	Style: Melodia 24" x 24" Tile	\$5.50	SF	
Jonsonite Resilient Product	Style: IQ Optima Sheet	\$38.40	SY	
Jonsonite Resilient Product	Style: IQ Optima 24" x 24" Tile	\$4.45	SF	
Jonsonite Resilient Product	Style: IQ Granit Sheet	\$39.30	SY	
Jonsonite Resilient Product	Style: IQ Granit 24" x 24" Tile	\$4.30	SF	
Jonsonite Resilient Product	Style: IQ Natural Sheet	\$39.60	SY	
Jonsonite Resilient Product	Style: Roundel Rubber Tile	\$8.50	SF	
Jonsonite Resilient Product	Style: Circulinity Rubber Tile	\$9.10	SF	
Jonsonite Resilient Product	Style: Folio Rubber Tile	\$9.10	SF	
Jonsonite Resilient Product	Style: Metallurgy Rubber Tile	\$11.80	SF	
Jonsonite Resilient Product	Style: Microtone Speckled Rubber Tile 1/8"	\$10.35	SF	
Jonsonite Resilient Product	Style: Microtone Speckled Rubber Tile 2mm	\$8.50	SF	
Jonsonite Resilient Product	Style: Cork Tones Rubber Tile	\$10.35	SF	
Jonsonite Resilient Product	Style: Eco-Shell with Cork Rubber Tile	\$11.15	SF	
Jonsonite Resilient Product	Style: Mesto 12" x 12" Rubber Tile	\$8.50	SF	
Jonsonite Resilient Product	Style: Mesto 6" x 6", 6" x 24", 12" x 24" Rubber Tile	\$9.00	SF	
Jonsonite Resilient Product	Style: Solid Color Rubber Treads - Various Styles	\$15.50	SF	
Jonsonite Resilient Product	Style: Visually Impaired Grit Tape or Rubber Insert Stair Tread	\$19.50	SF	
Jonsonite Resilient Product	Style: Solid Color Rubber Treads/Riser One Piece	\$19.75	SF	
Jonsonite Resilient Product	Style: Visually Impaired Tread/Riser One Piece	\$24.50	SF	
Jonsonite Resilient Product	Style: Speckled Rubber Tread/Riser - One Piece	\$24.00	SF	
Jonsonite Resilient Product	Style: Speckled Rubber Treads	\$18.75	SF	
Jonsonite Resilient Product	Style: Visually Impaired Speckled Rubber Tread/Riser One Piece	\$26.05	SF	
Jonsonite Resilient Product	Style: Visually Impaired Rnd or SQ. with Photoluminescent Insert Tread/Riser	\$24.50	SF	
Jonsonite Resilient Product	Style: Visually Impaired Rnd or SQ. with Photoluminescent Inlaid	\$21.00	SF	
Jonsonite Resilient Product	Style: Recessed Vinyl Stair Nosing RCN-XX-A	\$6.25	LF	
Jonsonite Resilient Product	Style: Recessed Vinyl Stair Nosing RCN-XX-B	\$6.00	LF	
Jonsonite Resilient Product	Style: Visually Impaired Recessed Vinyl Stair Nosing VIRCN-XX-A	\$9.10	LF	
Jonsonite Resilient Product	Style: Visually Impaired Recessed Vinyl Stair Nosing VIRCN-XX-B	\$9.10	LF	
Jonsonite Resilient Product	Style: Visually Impaired Recessed Vinyl Stair Nosing VIRCN-XX-C	\$11.40	LF	
Jonsonite Resilient Product	Style: Double Undercut Carpet VCD-XX	\$6.80	LF	
Jonsonite Resilient Product	Style: Double Undercut Carpet SVCD-XX	\$7.50	LF	
Jonsonite Resilient Product	Style: Visually Impaired Double Undercut Carpet VIVCD-XX	\$8.40	LF	
Jonsonite Resilient Product	Style: Lenza & Tonali Linoleum	\$39.50	SY	
Jonsonite Resilient Product	Style: Vento, Etrusco and Toscano Linoleum	\$32.40	SY	

Jonsonite Resilient Product	Style: Vento 2.5mm Tile Linoleum	\$5.60	SF
Jonsonite Resilient Product	Style: Triumph 3/8" 24" x 24" Tile - Sport Floor	\$12.75	SF
Jonsonite Resilient Product	Style: Triumph 3/8" 24" x 24" Interlocking Tile - Sport Floor	\$14.30	SF
Jonsonite Resilient Product	Style: Triumph 3/8" 24" x 24" Slidelock Tile - Sport Floor	\$13.30	SF
Jonsonite Resilient Product	Style: Inertia 1/4" 24" x 24" Tile - Sport Floor	\$9.60	SF
Jonsonite Resilient Product	Style: Inertia 1/4" 24" x 24" Interlocking Tile - Sport Floor	\$10.50	SF
Jonsonite Resilient Product	Style: Inertia 3/8" 24" x 24" Slidelock Tile - Sport Floor	\$12.00	SF
Jonsonite Resilient Product	Style: Replay Commotion Rubber Sheet 1/4" Sport Floor	\$4.80	SF
Jonsonite Resilient Product	Style: Replay Commotion Rubber Sheet 3/8" Sport Floor	\$6.40	SF
Jonsonite Resilient Product	Style: Replay Commotion Rubber Interlocking 24" x 24" 3/8" Sport	\$8.30	SF
Jonsonite Resilient Product	Style: Replay Commotion 24" x 24" Rubber Tile 3/8" - Sport F	\$7.80	SF
Jonsonite Resilient Product	Style: Training HE Wood Sheet	\$58.00	SY
Jonsonite Resilient Product	Style: Vinyl Cove Base (Type TV) 4" x 1/8"	\$1.20	LF
Jonsonite Resilient Product	Style: Rubber Cove Base (Type TPR) 2.5"	\$1.30	LF
Jonsonite Resilient Product	Style: Rubber Cove Base (Type TPR) 4"	\$1.30	LF
Jonsonite Resilient Product	Style: Rubber Cove Base (Type TPR) 6"	\$1.75	LF
Jonsonite Resilient Product	Style: Rubber Cove Base (Type TS) 4"	\$1.60	LF
Jonsonite Resilient Product	Style: Ecolibrium Bio-Based Wall Base 4"	\$1.70	LF
Jonsonite Resilient Product	Style: Baseworks Thermoset Rubber Wall Base	\$1.70	LF
Jonsonite Resilient Product	Style: Perceptions Wall Base (Type TPR) 4"	\$1.55	LF
Jonsonite Resilient Product	Style: Tightlock Vinyl Wall Base (Type TV) 4.375"	\$1.90	LF
Jonsonite Resilient Product	Style: Tightlock Rubber Wall Base (Type TV) 4.375"	\$2.00	LF
Jonsonite Resilient Product	Style: Replace Demountable Wall Base	\$4.50	LF
Jonsonite Resilient Product	Style: Millwork Wall Base	\$6.80	LF
Jonsonite Resilient Product	Style: Wall Art Wall Base	\$4.15	LF
Jonsonite Resilient Product	Style: Masquerade Wall Base Viewpoint	\$7.50	LF
Jonsonite Resilient Product	Style: Masquerade Wall Base Classic	\$8.90	LF
Jonsonite Resilient Product	Style: Carpet to VCT Transition	\$3.00	LF
Jonsonite Resilient Product	Style: VCT to Concrete Transition	\$3.00	LF
Jonsonite Resilient Product	Style: Carpet to Concrete Transition	\$3.00	LF
Jonsonite Resilient Product	Style: Wheeled Traffic Transitions Transition	\$5.00	LF
Jonsonite Resilient Product	Style: T-Molding Strips	\$3.00	LF
Nora Systems	Style: Norament Stairtreads one piece solid color	\$19.00	SF
Nora Systems	Style: Norament Stairtreads one piece grano series colors	\$21.50	SF
Nora Systems	Style: Norament Rubber tile raised hammered	\$7.75	SF
Nora Systems	Style: Norament Rubber tile Grano 3.5mm	\$10.00	SF
Nora Systems	Style: Norament Rubber tile Strada/Serra 3.5mm	\$11.25	SF
Nora Systems	Style: Noraplan rubber 3mm	\$8.25	SF
Nora Systems	Style: Noraplan rubber 2mm	\$7.00	SF
Nora Systems	Style: Nora ECO 2mm	\$5.75	SF
Masland Broadloom	Style: Runway	\$21.25	SY
Masland Broadloom	Style: Concourse	\$21.75	SY
Masland Broadloom	Style: Highlights	\$23.50	SY
Masland Broadloom	Style: Pixel	\$17.75	SY
Masland Carpet Tile	Style: Runway	\$32.50	SY
Masland Carpet Tile	Style: Concourse	\$34.75	SY
Masland Carpet Tile	Style: Highlights	\$34.75	SY
Halo Floors	Style: Asento luxury vinyl woods and stones 20 mil	\$3.95	SF
Zandur Rubber Cork Floor	Style: Cork rubber tile	\$9.25	SF
Zandur Rubber Cork Floor	Style: Cork rubber stair treads	\$20.25	SF
Zandur Rubber Cork Floor	Style: Cork rubber risers	\$6.00	LF
Zandur Rubber Cork Floor	Style: Cork rubber landing tile - Resolve	\$9.50	SF

ATTACHMENT II: PRICING SCHEDULE
 ADSP013-0002054 Commercial Flooring Products and Services

Instructions: The basis for product pricing shall be price per unit of measure for all manufacturers' products offered. For all products, the price shall represent the proposer's cost, markup and flooring installation. The "cost" is defined as the invoice cost to the contractor and includes all invoice discounts taken by the contractor from the supplier. Proposed product prices shall include all installation, preparation, packaging, transportation, fuel costs, insurance and charges for quotes, and installation/operation/maintenance manuals, samples and product literature. Note: List alternates offering in Alternate column for consideration in RFP. Travel allowed per AZ State Travel Policy for Statewide Contracts.

Offeror Name: **Diversified Fibroul Services - Pizomk LLC**

CARPET PRODUCTS		CARPET PRODUCTS		BACKINGS	
Manufacturer Name	Style	Alternate Product Description	Price (U.F. \$)	Unit	Other
Pricing to include the standard backing per style.					
For each manufacturer, list all available backings and the upcharge per SY					
Cambridge Broadloom	Common Stock or equivalent	Cambridge EZ Pass	\$15.90	SY	Attached Cushion \$6.00
Cambridge Broadloom	Founder or equivalent		\$20.90	SY	High Performance \$3.00
Cambridge Broadloom	Biltmore 3 or equivalent	Shaw Potential III 26 oz	\$13.25	SY	Moisture Barrier \$4.00
Cambridge Broadloom	Wyntford or equivalent	Shaw Potential III 28 oz	\$14.25	SY	
Shaw Broadloom	Steppin Out Collection or equivalent		\$25.40	SY	
Shaw Broadloom	Export/Peto II or equivalent		\$16.75	SY	
Shaw Broadloom	Scholar or equivalent		\$19.75	SY	
Shaw Broadloom	Expose EPBL, moisture barrier backed or equivalent		\$21.75	SY	
Shaw Broadloom	Dyersberg Cut Pile, stretch over pad or equivalent	Mannington Belvedere	\$25.75	SY	
Shaw Broadloom	No Rules Collection or equivalent		\$25.25	SY	
Shaw Broadloom	Alternate Collection or equivalent		\$27.50	SY	
Shaw Broadloom	Turn Key Collection or equivalent		\$17.50	SY	
Shaw Broadloom	Lush Life Collection or equivalent		\$31.50	SY	
Shaw Broadloom	Re woven Collection or equivalent		\$23.25	SY	
Shaw Broadloom	Legacy Collection or equivalent		\$29.75	SY	
Shaw Broadloom	Solid Collection or equivalent	Shaw Highlight solid loop	\$24.75	SY	
Shaw Broadloom	Hit the Books Collection or equivalent		\$17.75	SY	
Shaw Broadloom	Shades Collection or equivalent		\$18.25	SY	
Shaw Broadloom	Constellation Collection or equivalent		\$16.80	SY	
Mohawk Broadloom	New Collegiate or equivalent	Mohawk/Bigelow Sketch Pad	\$17.75	SY	
Mohawk Broadloom	New Basics Collection or equivalent		\$13.00	SY	
Mohawk Broadloom	Bigelow Wabi Nubby or equivalent		\$21.00	SY	
Mohawk Broadloom	Independent Living Collection or equivalent		\$24.50	SY	
Mohawk Broadloom	Bigelow Stail Tuft Collection or equivalent		\$20.50	SY	
Mohawk Broadloom	Spring Break or equivalent	Mohawk/Lees Work It	\$21.00	SY	
Mohawk Broadloom	Advanced Geometry or equivalent	Mohawk Class Act	\$19.75	SY	
Patcraft Broadloom	Socrates or equivalent		\$13.75	SY	
Patcraft Broadloom	Splash or equivalent		\$14.75	SY	
Beaulieu Broadloom	Residential Carpet or equivalent	Shaw Falcon F16 Homeland Collection	\$22.75	SY	
Lees Broadloom	School Faculty or equivalent		\$21.50	SY	
Mannington Broadloom	Centerfield/Gametime or equivalent		\$18.10	SY	
J & J Broadloom	Invision Impulse or equivalent	Shaw Brightworks Collection Broadloom	\$20.75	SY	
Patcraft Broadloom	Headlines or equivalent		\$15.25	SY	
Miliken Broadloom	Centro or equivalent		\$27.00	SY	
Generic Brands Broadloom	Low Budget Carpet option	Mohawk New Basics 26 Action back	\$12.50	SY	

ATTACHMENT II: PRICING SCHEDULE

RFP ADSP013-00002054, Commercial Flooring Products and Services

Instructions: The basis for product pricing shall be price per unit of measure for all manufacturers' products offered. For all products, the price shall represent the proposer's price including installation. The price is defined as the invoice cost to the Contractor and includes all invoice discounts taken by the Contractor from the supplier. Proposed product prices shall include all packaging, preparation, installation, transportation, fuel costs, insurance and charges for quotes, and installation/operation/maintenance manuals, samples and product literature. Note: List equivalent product bid in Alternate column for consideration in RFP. Travel allowed per AZ State Travel Policy for Statewide Contracts.

Offeror Name: Diversified Flooring Services - Phoenix LLC

FLOORING PRODUCTS		UOM
Manufacturer Name	Style	(SF, LF)
Enter price in appropriate column based on unit of measure (i.e. LF, SF, other)		
	Alternate Product Description	Price
Mannington Carpet Tiles	Carthage 4 SQ 26oz or equivalent	\$28.50 SY
Mohawk Carpet Tiles	Alumnus/Accountable or equivalent	\$19.50 SY
Mohawk Carpet Tiles	Icon Collection or equivalent	\$24.25 SY
Mohawk Carpet Tiles	Initiatives Collection or equivalent	\$21.90 SY
Mohawk Carpet Tiles	Bigelow Pure Genius Collection or equivalent	\$22.25 SY
Mohawk Carpet Tiles	Bigelow Organic Matrix Collection or equivalent	\$22.25 SY
Mohawk Carpet Tiles	Bigelow Bending Earth Collection or equivalent	\$22.25 SY
Shaw Carpet Tiles	No Rules Collection 1-7 or equivalent	\$24.25 SY
Shaw Carpet Tiles	Shaw No Rules Collection Kinetic, Blox Color & Shadow P	\$33.40 SY
Shaw Carpet Tiles	Feeling Plush Collection or equivalent	\$23.50 SY
Shaw Carpet Tiles	Worklife Collection or equivalent	\$21.25 SY
Shaw Carpet Tiles	Mix Collection or equivalent	\$34.50 SY
Shaw Carpet Tiles	Alternature Collection or equivalent	\$35.90 SY
Shaw Carpet Tiles	18 x 36 Ecollection or equivalent	\$35.50 SY
Shaw Carpet Tiles	Welcome Walk-Off Carpet or equivalent	\$24.50 SY
Shaw Carpet Tiles	Peto II, 20oz or 26oz or equivalent	\$22.75 SY
Patcraft Carpet Tiles	Socrates Collection or equivalent	\$22.75 SY
Patcraft Carpet Tiles	Homeroom Collection or equivalent	\$22.75 SY
Lees Carpet Tiles	Inspiration Collection or equivalent	\$33.25 SY
Lees Carpet Tiles	Sequence Collection or equivalent	\$35.40 SY
Cambridge Carpet Tiles	Wynford/Oxford Collection or equivalent	\$22.25 SY
Shaw Carpet Tiles	Constellation Collection or equivalent	\$33.50 SY
OTHER FLOORING		
Shaw Tile	Naturelife 6' Heterogenous Sheet Goods: Organic an Wood or equivalent	\$37.00 SY
Shaw Tile	Bio Life 6' Homogenous sheet good or equivalent	\$37.00 SY
Shaw Tile	Crete & Jeogori 18" Luxury Vinyl or equivalent	\$4.40 SF
Shaw Tile	Quiet Cover Luxury Vinyl, adhesive free click planks 20 mil or equivalent	\$5.10 SF
Shaw Tile	Uncommon Ground Luxury Vinyl Planks 20 mil (4" & 6" or equivalent)	\$4.35 SF
Shaw Tile	Native Origins Luxury Vinyl Planks, 12 mil or equivalent	\$3.25 SF
Shaw Tile	Cushioned Resilient, Rexcour or equivalent	\$39.40 SY
Armstrong Tile	Standard Excelon VCT Vinyl Composition or equivalent	\$1.30 SF
Armstrong Tile	Natural Creations LVT, Luxury Vinyl Tile or equivalent	\$5.50 SF
Armstrong Tile	StoneTex VCT or equivalent	\$2.60 SF
Mannington Tile	Vinyl Composition or equivalent	\$1.30 SF
Dal Tile	Quarry Textures or equivalent	\$6.75 SF
Dal Tile	Cliff Point or equivalent	\$7.80 SF
Dal Tile	Keyston Mosaics 2"x2" or equivalent	\$9.00 SF
Dal Tile	Continental Slate or equivalent	\$9.10 SF
Armstrong Tile	Migrations Bio Based (go green) or equivalent	\$2.65 SF
Mohawk Tile	Quarry Stone or equivalent	\$9.00 SF
Mannington Tile	Tempest Stone or equivalent	\$10.00 SF
Johnsonite Tile	Rubber or equivalent	\$8.50 SF
Roppe Tile	Rubber or equivalent	\$8.50 SF
Flexco Tile	Interlocking sport floor or equivalent	\$10.50 SF
Various Tile	Rubber Stair Treads or equivalent	\$19.75 SF
MetroFlor Tile	LVT or equivalent	\$3.80 SF
	Lees What Moves You	
	Shaw Momentum IV Carpet Tile	
	Johnsonite Inertia	
	Group 1	

ATTACHMENT II: PRICING SCHEDULE

RFP ADSP0XX-00002054, Commercial Flooring Products and Services

Instructions: The offeror shall provide charge/rates/pricing for the various operations allowed under this RFP. These include: removal operations for new installations, as well as those independent of new installations (e.g. removal of old, non-asbestos flooring from state premises); floor preparation operations; special installation operations; trim operations; and repair/patch operations for carpet and flooring damage (i.e. broken thresholds, base replacement, carpet patching). Note: Offeror may list operations not listed for consideration in RFP. Offerors may be reimbursed by AZ State Travel Policy for Statewide Contracts.

Offeror Name: **Diversified Flooring Services - Phoenix LLC**

RESILIENT FLOORING PRODUCTS

For each line, provide a rate/price and appropriate Unit of Measure (UOM) (i.e. HR, SY, LF, EA).

Charges or Rates/ Miscellaneous Service Description	UOM (i.e. HR, SY, LF etc.)	Comments
Removal Operations		
Stretch-in over cushion	SY	\$3.00 includes pad
Direct Glue-down	SY	\$2.00
Secondary Backed	SY	\$2.00
Unitary and Woven	SY	\$2.50
Attached Cushion/Back	SY	\$3.00
Removal of rubber backed goods	SY	\$3.00
Removal of vinyl floor covering	SF	\$0.45
Removal of rubber flooring products	SF	\$0.80
Removal of existing cove base	LF	\$0.15
Floor Preparation Operations		
Preparation prior to installation as required by the manufacturer's guidelines	SF	\$0.35 scrape/sand existing
Floor repair and preparation prior to installation beyond standard practices	HR	\$35.00
Patch - Cementitious Patching Compound	EA	\$25.00 material
Repairs	HR	\$65.00
Other - Self Leveling Cementitious Patch	EA	\$55.00 material
Installation Operations		
Installation, Stretch-in Over Cushion	SY	\$6.50
NOTE: Pad to be determined per project.	SY	\$4.00
Installation, Direct Glue-down	SY	\$4.00
Secondary Backed	SY	\$4.00
Unitary and Woven	SY	\$4.00
Double Glue-down (cushion and carpet)	SY	\$6.00
Installation, Stairs	LF	\$6.00
Installation of Rubber Backed Goods	SY	\$4.00
Tile (Glue Down)	SY	\$4.50
Tile (Releasable/Self-Adhesive)	SY	\$4.50
6 ft	SY	\$4.00
12 ft	SY	\$4.00
Tacktile Installation	SY	\$4.00
Other	SY	\$5.00



Diversified Flooring Services – Phoenix LLC
 7898 E. Acoma Suite 107
 Scottsdale, AZ 85260
 Office: 480-967-7600
 Fax: 480-967-4700
 Floor Covering License: K-08 ROC 206271
 Ceramic Tile License: K-48 ROC 206270
 SBE

July 18, 2014

sent via email:

Mr. Norm Gordon
 City of Glendale
 6210 W. Myrtle Ave. Suite 111
 Glendale, AZ 85301

Re: Furnish and install carpet: Glendale Courts and Administration

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

890 SY	Moving of furniture	\$ 3.03 SY	\$ 2,696.70
515 SY	Lifting of modular furniture	\$ 7.07 SY	\$ 3,641.05
1380 SY	Removal of existing carpet	\$ 2.02 SY	\$ 2,787.60
260 SF	Removal of existing vct	\$ 0.47 SF	\$ 122.20
12700 SF	Scrape/sand existing adhesive suitable for installation	\$ 0.36 SF	\$ 4,572.00
1368 SY	Furnish and install carpet tile Mannington Commercial "Good Form Collection" Style: Taking Shape/Working Out Color: tbd	\$ 24.75 SY	\$ 33,858.00
270 SF	Furnish and install vinyl composition tile	\$ 1.32 SF	\$ 356.40
780 SF	Furnish and install ceramic tile to resemble or match existing tile in lobby	\$ 7.88 SF	\$ 6,146.40
120 LF	Furnish and install ceramic base to match new tile	\$ 7.98 LF	\$ 957.60
2160 LF	Furnish and install 4" rubber cove base	\$ 1.42 LF	\$ 3,067.20
	Subtotal		\$ 58,205.15
	Tax 5.98%		\$ 3,480.67
	Total		\$ 61,685.82

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton
 Partner

Signature	Date

Print Name	Title Ref/P.O.#

Main Library Carpet Estimates

Furnish and Install Carpet	Adult Services	\$ 49,892.47
Furnish and Install Carpet	Story Time Room	\$ 3,007.93
Furnish and Install Carpet	Youth Services Area	\$ 12,151.83
Furnish and Install Carpet	Work Areas and Circulation	\$ 29,307.13
	Total Cost Estimate for Main Library	\$ 94,359.36

Includes all prep, labor & moving of any furnishings as needed



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 Ceramic Tile License: K-48 ROC 206270
 SBE

August 21, 2014

sent via email:

Mr. Norm Gordon
 City of Glendale
 6210 W. Myrtle Ave. Suite 111
 Glendale, AZ 85301

Re: Furnish and install carpet tile: Glendale Library Adult Services area

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

1550 SY	Removal of existing carpet	\$ 2.02 SY	\$ 3,131.00
12800 SF	Scrape/sand existing adhesive suitable for installation	\$ 0.36 SF	\$ 4,608.00
1555 SY	Furnish and install carpet tile Mannington Commercial "Good Form Collection" Style: Taking Shape/Working Out Color: tbd	\$ 24.75 SY	\$ 38,486.25
600 LF	Furnish and install 4" rubber cove base	\$ 1.42 LF	\$ 852.00
	Subtotal		\$ 47,077.25
	Tax 5.98%		\$ 2,815.22
	Total		\$ 49,892.47

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton
 Partner

 Signature Date

 Print Name Title Ref/P.O.#



Diversified Flooring Services – Phoenix LLC
 7898 E. Acoma Suite 107
 Scottsdale, AZ 85260
 Office: 480-967-7600
 Fax: 480-967-4700
 Floor Covering License: K-08 ROC 206271
 Ceramic Tile License: K-48 ROC 206270
 SBE

October 29, 2014

sent via email:

Mr. Norm Gordon
 City of Glendale
 6210 W. Myrtle Ave. Suite 111
 Glendale, AZ 85301

Re: Furnish and install carpet tile: Glendale Library work areas/circulation

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

345 SY	Moving of furniture	\$ 3.03 SY	\$ 1,045.35
210 SY	Lifting of modular furniture	\$ 7.07 SY	\$ 1,484.70
740 SY	Removal of existing carpet	\$ 2.02 SY	\$ 1,494.80
6660 SF	Scrape/sand existing adhesive suitable for installation	\$ 0.36 SF	\$ 2,397.60
772 SY	Furnish and install carpet tile Mannington Commercial "Good Form Collection" Style: Taking Shape/Working Out Color: tbd	\$ 24.75 SY	\$ 19,107.00
1200 LF	Furnish and install 4.5" rubber cove base Color: tbd	\$ 1.77 LF	\$ 2,124.00
	Subtotal		\$ 27,653.45
	Tax 5.98%		\$ 1,653.68
	Total		\$ 29,307.13

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton
 Partner

_____	_____		
Signature	Date		
_____	_____	_____	_____
Print Name	Title	Ref/P.O.#	



Diversified Flooring Services – Phoenix LLC
 7898 E. Acoma Suite 107
 Scottsdale, AZ 85260
 Office: 480-967-7600
 Fax: 480-967-4700
 Floor Covering License: K-08 ROC 206271
 Ceramic Tile License: K-48 ROC 206270
 SBE

August 21, 2014

sent via email:

Mr. Norm Gordon
 City of Glendale
 6210 W. Myrtle Ave. Suite 111
 Glendale, AZ 85301

Re: Furnish and install carpet tile: Glendale Library Story Time

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

80 SY	Removal of existing carpet	\$ 2.02 SY	\$ 161.60
96 SY	Furnish and install carpet Mannington Commercial Style: Carthage IV Color: tbd	\$ 19.80 SY	\$ 1,900.80
108 LF	Installation of carpet on stairs	\$ 6.00 LF	\$ 648.00
90 LF	Furnish and install 4" carpet cove base	\$ 1.42 LF	\$ 127.80
	Subtotal		\$ 2,838.20
	Tax 5.98%		\$ 169.73
	Total		\$ 3,007.93

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton
 Partner

_____ Signature	_____ Date
_____ Print Name	_____ Title Ref/P.O.#



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 SBE

August 21, 2014

sent via email:

Mr. Norm Gordon
 City of Glendale
 6210 W. Myrtle Ave. Suite 111
 Glendale, AZ 85301

Re: Furnish and install carpet tile: Glendale Library Youth Services area

Dear Mr. Gordon:

We hereby offer the following proposal for your consideration based on the State of Arizona Floor Covering Contract No. ADSP013-040453.

360 SY	Removal of existing carpet	\$ 2.02 SY	\$ 727.20
3240 SF	Scrape/sand existing adhesive suitable for installation	\$ 0.36 SF	\$ 1,166.40
373 SY	Furnish and install carpet tile Mannington Commercial "Good Form Collection" Style: Taking Shape/Working Out Color: tbd	\$ 24.75 SY	\$ 9,231.75
240 LF	Furnish and install 4" rubber cove base	\$ 1.42 LF	\$ 340.80
		Subtotal	\$ 11,466.15
		Tax 5.98%	\$ 685.68
		Total	\$ 12,151.83

If the above scope of work is acceptable, please authorize below and fax to 480.967.4700. Once authorization is received or a purchase order has been furnished, material will be order and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Accepted:

Diversified Flooring Services – Phoenix LLC

David J. Stanton
 Partner

_____	_____	
Signature	Date	
_____	_____	_____
Print Name	Title	Ref/P.O.#



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	CONTACT NAME: Maria Ankeny PHONE (A/C No. Ext): (505) 881-0300 FAX (A/C No.): (505) 881-0908 E-MAIL ADDRESS: mankeny@downeyandco.com														
INSURED Diversified Flooring Service Phoenix, LLC 7898 East Acoma Suite 107 Scottsdale AZ 85260	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: CNA Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: CNA Insurance Companies		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 14/15 Multi REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			B2087793222	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			4031213526	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			B2095577587	11/01/2014	11/01/2015	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC287793138	11/01/2014	11/01/2015	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L EACH ACCIDENT \$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: CONTRACT#ADSP013040453
 COMMERCIAL FLOORING PRODUCTS AND SERVICES STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES, ITS OFFICERS, OFFICIALS AGENTS & EMPLOYEES SHALL BE NAMED AS ADDITIONAL INSURED WITH REGARD TO LIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY OR ON BEHALF OF THE CONTRACTOR. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES, ITS OFFICERS, OFFICIALS AGENTS & EMPLOYEES WITH REGARD TO GENERAL & AUTO LIABILITY & WORKERS COMP. COVERAGE IS PRIMARY AND

CERTIFICATE HOLDER STATE OF ARIZONA 100 N. 15TH AVENUE SUITE 104 PHOENIX, AZ 85007	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Maria Ankeny/MYA <i>Maria Ankeny</i>
---	---

COMMENTS/REMARKS

NON-CONTRIBUTORY IN FAVOR OF STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS,
COMMISSIONS, UNIVERSITIES, ITS OFFICERS, OFFICIALS AGENTS & EMPLOYEES



Legislation Description

File #: 15-044, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PROGRESSIVE SERVICES INC., dba PROGRESSIVE ROOFING, FOR ROOFING REPAIRS AT CITY FACILITIES

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 Progressive Services, Inc., dba Progressive Roofing, for roof repairs at city facilities in an amount not to exceed \$425,000 for the term of the agreement.

Background

The Public Works Department's Facilities Management division is responsible for completing preventative maintenance, emergency repairs and capital improvements to over 150 city buildings and over 70 park facilities. Several city buildings sustained interior damage during the 2014 summer monsoon storms and are in need of roof repairs and/or replacements to preserve the integrity of the buildings.

During the current fiscal year (FY) 2014-15 and prior to June 30, 2015, Facilities Management will facilitate the repair/replacement of four of the roofs on buildings which had interior storm damage at the following facilities: Foothills Public Safety Building, Thunderbird Paseo Sports Complex, Foothills Sports Complex, and the Glendale Civic Center.

In FY 2015-16, Facilities Management staff intend on managing the repair/replacement of the remainder of the buildings that received interior storm damage and include: Gateway Public Safety Building, Fire Administration (Sine Building), Fire Station 152, Fire Station 154, Foothills Branch Library, Foothills Skate Park Office, and the Arrowhead Water Treatment Plant.

Due to the age and condition of these building roofs prior to the September 8, 2014 monsoon storm, only the interior damages qualified for insurance coverage or reimbursement. Therefore, the building roof repairs will be funded by the Capital Improvement Plan (CIP), Building Maintenance Reserve fund. Funds in this account are dedicated to the replacement and rehabilitation of necessary capital equipment and building infrastructure to keep city facilities safe, secure and operational for city business.

Analysis

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.

Progressive Roofing was awarded their contract by Mohave Educational Services Cooperative, Inc., through a competitive bid process. Materials Management has reviewed and approved the utilization of the cooperative purchasing agreement through Mohave for the installation, products, and services related to roof and roofing systems. Materials Management concurs the cooperative purchase is in the City's best interest.

Previous Related Council Action

On November 24, 2014, Council approved budget appropriation contingency transfer to capital projects building maintenance reserve fund for various critical and safety-related repair and replacement projects at city facilities.

On November 27, 2007, Council adopted resolution No. 4113 New Series authorizing and directing the entering into of an Intergovernmental Agreement with Mohave Educational Services Cooperative, Inc., for a cooperative purchasing agreement.

Community Benefit/Public Involvement

Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services. The roofs listed for repair are located on storm-damaged city buildings, and the roof repairs need to be completed as soon as possible to preserve the integrity of the entire building and to prevent further or future damage to the building interior.

Budget and Financial Impacts

Funding is available in the FY 2014-15 Building Maintenance Reserve fund. Expenditures with Progressive Services, Inc. dba Progressive Roofing are not to exceed \$145,000 for FY 2014-15. Expenditures are not to exceed \$280,000 for FY 2015-16 contingent upon council adoption of the FY 2015-16 capital improvement plan budget. Total expenditures with Progressive Roofing are not to exceed \$425,000 for the term of the agreement.

Cost	Fund-Department-Account
\$425,000	1000-81013-551000, Building Maintenance Reserve

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PROGRESSIVE SERVICES, INC., dba PROGRESSIVE ROOFING**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Progressive Services, Inc., dba Progressive Roofing, an Arizona corporation, ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 17, 2014, Mohave Educational Services Cooperative, Inc., entered into a contract with Contractor to purchase the goods and services described in the **Roof and Roofing Systems – Installation, Products, and Services Contract No. IFB 13X-0131**, which is attached hereto as **Exhibit A**. The **Roof and Roofing Systems – Installation, Products, and Services Contract** permits its cooperative use by other governmental agencies of which the City is a participating member. The **Mohave Educational Services Cooperative, Inc.**, is hereinafter referred at as the Cooperative Purchasing Agreement.
- 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 Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached

hereto as part of **Exhibit B**, purchases can be made by governmental entities from the date of award, which was **April 17, 2014**, until the date the contract expires on **April 17, 2015**, 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 extend the contract beyond **April 17, 2019**. Renewals are not automatic and shall only occur if the State gives the Contractor notice of its intent to renew. The City may renew this Agreement if the State renews its Cooperative Purchasing Agreement and the City notifies the Contractor of its intent to renew 30 days prior to the expiration of any existing contract term.

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 hereto 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 incorporate 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
- b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$425,000.00** for the entire term of this Agreement, including the initial term and any renewal terms the City wishes to exercise in accordance with Paragraph 1 above.

4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

6. 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 Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

Progressive Services, Inc., dba Progressive Roofing
c/o Michelle Farrell
23 N. 35th Avenue
Phoenix, AZ 85009
602-278-4900

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: _____
Brenda S. Fischer, City Manager

“Contractor”

Progressive Services, Inc.,
dba Progressive Roofing
an Arizona corporation

By:  _____
Michelle J. Farrell,
Business Development

ATTEST:

Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

Michael D. Bailey, City Attorney

EXHIBIT A

Mohave Educational Services Cooperative, Inc. Contract IFB 13X-0131 - Roof and Roofing
Systems – Installation, Products, and Services



The delivery address for solicitations is now:
625 East Beale Street
Kingman, AZ 86401

INVITATION FOR BID 13X-0131

Roof and Roofing Systems - Installation, Products, and Services

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks bids to establish contracts for roof and roofing systems – installation, products, and services.

Due Date & Time: January 31, 2014 @ 3:00 p.m. (local Arizona time)

Pre-Bid Conference: FRIDAY, JANUARY 3, 2014 AT 10:00 A.M. (LOCAL ARIZONA TIME)
WEBEX MEETING – AUDIO ONLY
FOR LOG-IN INFORMATION CONTACT MICHAEL CARTER, CPPB, NO LATER THAN THURSDAY, JANUARY 2, 2014.

LAST DAY FOR QUESTIONS: JANUARY 24, 2014

IFB QUESTIONS MUST BE DIRECTED TO:

Michael S. Carter, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3222

This solicitation consists of instructions to bidders, scope of work/services, specifications, evaluation requirements, special terms and conditions, general terms and conditions, pricing workbook, award criteria, offer & acceptance, and form of contract. Bidders are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a bid. Failure to examine any of the requirements will be at the bidder's sole risk.

To be considered, bids shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or box with IFB 13X-0131, bidder's name, mailing address, and bid due date and time clearly indicated on the envelope or box. Bids must be in the actual possession of Mohave on, or prior to the exact time and date indicated above. Bids shall be opened immediately following the bid due date and time, with the name of each bidder and a sample of prices publicly read and recorded. Late bids shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Potential bidders are encouraged to keep this in mind when arranging delivery of their bids and are advised herein that late bids shall be rejected.

Mohave reserves the right to cancel this solicitation and/or reject all bids in whole or in part if Mohave determines that cancellation and/or rejection is advantageous to Mohave and/or its members.

Julia E. Tribbett
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: December 20, 2013

Template Rev. 13-11



ABC DEF GHI JKL MNO PQR STU VWX YZ

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PROGRESSIVE ROOFING

Visit Website

23 N. 35th Avenue
Phoenix AZ 85009

Main Contact:

Alice Hunt
Phone: 602-278-4900
Fax: 602-278-3199

Contract:

13X-PRO-0417

Final Expiration:

04/17/2019

Next Renewal:

04/17/2015

Mohave Contacts:

Procurement Specialist:
Griselda Cruz

Contract Specialist

Mike Nentwig

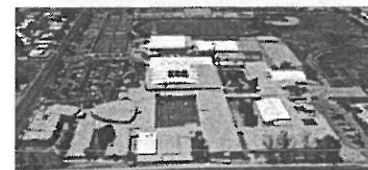
Products/Services:

Progressive Roofing provides:

- Installation of roofing systems
- Repair of roofing systems
- Restoration of roofing systems

Manufacturers include:

- Atlas Roofing - (shingles)
- Bayer - (insulation)
- Burke industries - (asbestos removal)
- Carlisle - (TPO, EPDM systems)
- Cetco - (clay roofing products)
- Fibertite - (roofing membrane)
- GAF - (shingles & roofing materials)
- Johns Manville - (SBS, PVC roofing/shingles and insulation)
- Jones-Blair - (coatings)
- Metal Sales - (metal roofing)
- Polyglass - (membranes, coatings)
- Quest - (coatings)
- RMP Rollfab - (metal roofing)
- Sika - (membranes, coatings)
- Siplast - (SBS roofing systems)
- The Garland Company - (commercial roofing systems)



About Vendor:

Offer and Acceptance Form

Place after Tab 1a

IFB 13X-0131

Roof and Roofing Systems - Installation, Products, and Services

To Mohave Educational Services Cooperative, Inc.:

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

Federal Employer Identification Number: 86-0345657

Company Name: Progressive Services, Inc. dba Progressive Roofing

Address: 23 N. 35th Avenue City: Phoenix State: AZ Zip: 85009

Telephone Number: 602-278-4900 Fax: 602- 278-3199

Printed Name : Mark Farrell Title: President

Primary Email : mark.farrell@progressiveus.com Alternate email : alice.hunt@progressiveus.com

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.

Authorized Signature _____

The offer and acceptance form should be submitted with a signature by 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 contract award document, or to make other notations as indicated, may result in rejection of bid.

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 Offer and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:

As 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, addenda, etc.

This Contract shall be referred to as Contract Number 13X-PRO-0417

Awarded this 28th day of March 2014.

This contract shall be effective this 17th day of April 2014.

Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.

Scope of Work/Services

Place after Tab 1e

1. BACKGROUND INFORMATION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of roof and roofing systems – installation, products, and services as specified within this Invitation for Bid. These services are requested for Mohave's membership of over 430 public agencies. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) one-year extension options.

2. DESCRIPTION

Mohave seeks statewide sources for roof and roofing systems – installation, products, and services that meet or exceed the specifications set forth within this formal solicitation.

The scope of work/services and minimum 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 AlSCO, American Slate, Atlas, Bilco, Boral, Celotex, CertainTeed, Edco, EMCO, GAF, Henry, Johns Manville, Lomanco, Maze, Olympic, Owens Corning, Quality Edge, Simplex, Thompson Architectural, Tremco, United Asphalt, Co., U.S. Ply, Watkins Sawmills, Zonolite, and/or equal quality products. Specifications are not intended to be exclusive or restrictive. 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.

Three contract vendors hold Mohave's current contracts for the specified products and services. Activity under the contracts from 7/1/2012 through 6/30/2013 was \$3,547,175, and year to date activity (as of the publication date of this IFB) is \$904,361. This information is provided as an aid to contract vendors 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.

3. 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 Bids Issued	December 20, 2013
Pre-Bid Conference Held	January 3, 2014 at 10:00 a.m. (local AZ time) Location: Pre-Bid conference will be held utilizing <i>WebEx/MeetingBridge</i> telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	January 24, 2014 at 5:00 p.m. (local AZ time)
Published IFB Due Date & Time	January 31, 2014 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	January 31, 2014, 2013 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (<i>estimated date only</i>)	March 21, 2014
Execution of Contract(s) (<i>estimated date only</i>)	April 16, 2014

4. SUBMISSION OF BIDS

- 4.1 Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not desired or deemed 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.
- 4.2 The bidder must submit a bid following information detailed in the *IFB Instructions to Bidder & Checklist*.

5. CONTRACT TYPE

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

6. AWARD CRITERIA

The award criteria for this solicitation are as follows:

Award(s) shall be made to the lowest responsive and responsible bidder(s) meeting specifications.

Responsive and responsible bidder shall provide the following requirements:

- 1) **Pricing Information:** Discount summary, electronic workbook and/or pricing documents, mobilization and travel charges, pricing methodology;
- 2) **Offer and Acceptance, Terms and Conditions, Scope of Work/Services and Specification Documents:** Offer and Acceptance, addenda (if any), acceptance of General & Special Terms and Conditions, Standard Terms and Conditions for Construction, Scope of Work/Services, Specifications with exceptions/deviations noted, bid bond/alternate security, bonding capacity;
- 3) **Required Information:** Complete response to the Method of Approach and Qualification and Experience pages, certificate of insurance, company financials;
- 4) **Primary Contract Documents:** Completed primary contract documents, support and maintenance information, sample supplemental agreements;
- 5) **Additional Information:** Checklist form, literature and supporting printed data, manufacturer specifications, additional information.

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or bidder chooses not to produce or supply products, supplies and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer products, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the *Scope of Work/Services and Specifications Acceptance Form*.

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to indicate the character, quality, and/or performance characteristics of the materials desired. Use of the name of a manufacturer, brand, make or catalog number does not restrict bidder from offering suitable alternates. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials and equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

References and definitions used for specifications: Acronyms used in the specifications are noted in bold font below:

- Aluminum Association (**AA**): <http://www.aluminum.org/>
- Aluminum Standards and Data (**ASD**): <http://www.aluminum.org/>
- American Iron and Steel Institute (**AISI**): <http://www.steel.org/>
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (**ASHRAE**): <https://www.ashrae.org/>
- American Society for Testing and Materials (**ASTM**): <http://www.astm.org/>
- American Welding Society Structural Welding Code (no acronym used): <http://www.ihs.com/products/industry-standards/organizations/aws/index.aspx>
- American Wood Preservers Bureau (**AWPA**): <http://www.awpa.com/>
- Asbestos Containing Material (**ACM**)
- Asbestos Hazard Emergency Response Act (**AHERA**): <http://www.epa.gov/>
- Ethylene propylene diene monomer (**EPDM**)
- FM Global (**FM**): <http://www.fmglobal.com/>
- High-efficiency particulate absorption (**HEPA**)
- National Institute of Occupational Safety and Health (**NIOSH**): <http://www.cdc.gov/niosh/>
- National Roofing Contractors Association (**NRCA**): <http://www.nrca.net/>
- National Emission Standards for Hazardous Air Pollutants (**NESHAP**): <http://www.epa.gov/oecaerth/monitoring/programs/caa/neshaps.html>
- Occupational Safety and Health Administration (**OSHA**): <https://www.osha.gov/>
- Permissible exposure limit (**PEL**)
- Presumed asbestos containing material (**PACM**)
- Polyisocyanurate Insulation Manufacturers Association (**PIMA**): <http://www.polyiso.org/>
- Sheet Metal and Air Conditioning Contractors' National Association (**SMACNA**): <http://smacna.org/>
- South Coast Air Quality Management District (**SCAQMD VOC**): <http://aqmd.gov/>
- United Laboratories (**UL**): <http://www.ul.com/global/eng/pages/>
- US Environmental Protection Agency (**EPA**): <http://www.epa.gov/>

Requirement		Comply	Deviate*
1.1	Asbestos Removal Services		
1.1.01	On multi-employer worksites, the contract vendor shall inform other employers on the site of the nature of the work with asbestos and/or PACM, of the existence of and requirements pertaining to regulated areas, and the measures taken to ensure that employees of such other employers are not exposed to asbestos.	X	
1.1.02	All Class I, II and III asbestos work shall be conducted within regulated areas. All other operations shall be conducted within a regulated area where airborne concentrations of asbestos exceed, or there is a reasonable possibility they may exceed a PEL.	X	
1.1.03	The regulated area shall be demarcated in any manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area. Signs shall be provided and displayed following OSHA regulations.	X	
1.1.04	All persons entering a regulated area where employees are required to wear respirators shall be supplied with a respirator by the contract vendor.	X	
1.1.05	All current and applicable OSHA and NESHAP regulations pertaining to safety of workers and emissions shall be followed.	X	
1.1.06	The contract vendor shall ensure that a properly trained technician conducts an exposure assessment immediately before or at the initiation of the operation to ascertain expected exposures during that operation or workplace.	X	
1.1.07	The contract vendor shall conduct daily monitoring that is representative of the exposure of each Class I, II, or III work, unless a negative exposure assessment has been made for the entire operation. Periodic monitoring of all work where exposures are expected to exceed a PEL, at intervals sufficient to document the validity of the exposure prediction shall be made.	X	
1.1.08	The contract vendor shall use OSHA acceptable engineering controls and work practices in all operations for asbestos removal, regardless of the levels of exposure.	X	
1.1.09	For removing roofing material containing ACM, the contract vendor shall ensure the material is removed in an intact state to the extent feasible. Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards. Cutting machines shall be continuously misted during use, unless an authorized person determines that misting substantially decreases worker safety.	X	
1.1.10	When removing built-up roofs with asbestos-containing roofing felts and an aggregate surface using a power roof cutter, a HEPA dust collector shall collect all dust resulting from the cutting operation, or by HEPA vacuuming along the cut line.	X	
1.1.11	When removing built-up roofs with asbestos-containing roofing felts and a smooth surface using a power roof cutter, the dust resulting from the cutting operation shall be collected either by a HEPA dust collector or HEPA vacuuming along the cut line, or by gently sweeping (as to minimize airborne dust) and then carefully and completely wiping up the still-wet dust and debris left along the cut line.	X	

1.1.12	ACM that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist: Any ACM shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift. While the material remains on the roof it shall be kept wet, placed in an impermeable waste bag, or wrapped in plastic sheeting. Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner to preclude the dispersion of dust.	X	
1.1.13	Roof level heating and ventilation air intake sources shall be isolated or the ventilation system shall be shut down.	X	
1.1.14	All asbestos-containing debris shall be disposed and removed from the worksite in a manner acceptable to all OSHA requirements.	X	
1.1.15	All roofing abatement work shall be done in strict accordance with all applicable federal, state and local regulations, standards, codes, and ordinances that govern asbestos abatement.	X	
1.1.16	The most recent edition of any relevant regulation, standard, codes, and ordinances shall be followed. Where there is conflict among the documents, the most stringent shall be used, unless such use, due to the conflict, puts the member at risk.	X	
1.1.17	The contract vendor shall assume full responsibility and liability for any subcontractor's compliance with all applicable laws, especially pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying adjacent areas to the roofing site.	X	
1.1.18	The contract vendor shall provide the member, upon request, with a notarized statement, signed by an officer of the contract vendor, or subcontractor, that contains the following information: 1) a record of any citations issued by federal, state, or local regulatory agencies relating to asbestos abatement activities, including projects, dates, and resolutions; 2) a list of any penalties incurred through noncompliance with asbestos abatement project specifications including liquidated damages, overruns in scheduled time limitations and resolutions; 3) a list of any asbestos-related proceedings that are currently in progress. The member shall have the right to request the contract vendor secure another subcontractor, if any asbestos-related problem was not resolved in a satisfactory manner.	X	
1.1.19	The contract vendor shall present to the member, upon request, a list of specific requirements that the contract vendor agrees to follow, including a list of applicable OSHA regulations and codes from the AHERA and the NESHAP regulations.	X	
1.1.20	Prior to abatement, member shall be presented and allowed the option to approve all necessary protective clothing, personal respirators, scaffolding, ladders, and other equipment. The abatement plan shall identify when respirators shall be used. All OSHA rules for the use of respiratory protective equipment shall be followed. Workers with beards or unshaven faces shall not be permitted to wear half-face respirators, as per OSHA, NIOSH and EPA standards.	X	

1.1.21	Asbestos abatements shall follow all current rules, regulations, and standards that are applicable to roof asbestos abatement, and shall be enforced. The contract vendor shall provide a written abatement plan with a pre-startup checklist that includes all necessary protective measures and practices that minimize worker exposure while on the roof or while working with asbestos materials. The plan shall also include, but not limited to: 1) engineering controls; 2) work practices; 3) respirators; 4) hygiene facilities; 5) protective clothing; 6) decontamination procedures; 7) emergency procedures; 8) waste disposal procedures. Abatement plan shall identify all abatement materials and equipment to be used in the roof repair or restoration project.	X	
1.1.22	Prior to the start of any removal activity that involves asbestos, the contract vendor and the member shall approve a start-up checklist that provides detailed information about the scope of work, including the following: 1) how the work area will be prepared; 2) protective equipment and clothing to be used; 3) proof that all workers involved in asbestos removal are certified; 4) decontamination procedures for personnel, as needed; 5) abatement procedures to be used; 6) procedures for handling and disposing waste material, final decontamination and cleanup work; 7) job safety, bathroom and sanitary facilities, including on-site shower; 8) site security; 9) record-keeping needs for officials; 10) hold harmless agreements to be signed by those involved.	X	
1.1.23	All NESHAP and other regulation filing fees shall be submitted to the appropriate agency at the time of notification or filing and are the responsibility of the contract vendor.	X	
1.1.24	If requested, contract vendor shall provide copies of original training certificate and most recent refresher certificate for each employee assigned to work on any abatement.	X	
1.1.25	Contract vendor shall provide medical monitoring to any employee or agent exposed to asbestos in excess of background levels during any phase of the abatement process. All medical reports shall be in full compliance with OSHA medical surveillance requirements.	X	
1.1.26	The contract vendor shall coordinate with the member to notify occupants near the work area who may be disrupted by the roof abatement prior to job commencement.	X	
1.1.27	Any additional insurance or bonding costs associated with asbestos abatement shall not be the responsibility of the member. Such costs are a normal business expense of the contract vendor and shall be covered in the bid response.	X	
1.1.28	Contract vendor may base planning costs upon results of core testing and roof scans.	X	
1.1.29	If required by federal, state, or local codes, contract vendor shall run baseline air samples and area samples prior to and during abatement, with printed results given to the member.	X	
1.1.30	Construction area shall have the perimeter roped off with warning or caution tape, as required by OSHA. Asbestos warning signs shall be placed as required by law.	X	
1.1.31	Any daily sign-in sheets required by law shall be maintained at the worksite.	X	
1.1.32	Workers shall wear personal protective equipment at all times during abatement. An on-site shower shall be available for workers, unless the use of a double suit meets all legal requirements.	X	
1.1.33	Prior to roof abatement, one layer of 6 mil polyethylene shall be secured to the ground and walkways around the perimeter of the building. This layer shall extend no less than six feet out from the building. No asbestos-containing materials may be removed from the roof until it is properly wrapped or contained.	X	

1.1.34	After passing final visual and air tests, waste may be loaded and job site turned over to workers scheduled to repair or restore the roof. Reestablishment of the work area shall occur only after cleanup procedures and air monitoring has been documented to comply with federal, state, or local requirement, and to the satisfaction of the member. All polyethylene barriers shall be removed and disposed of as required by regulations. No debris shall be buried or burned on the property of the member.	X	
1.1.35	All waste is to be hauled by a transporter with all required current state and local licenses. No disposal-bagged materials may be transported on an open truck. All disposed materials shall have the necessary labels and be contained in disposal bags or fiberboard drums that are approved for asbestos disposal.	X	
1.1.36	Disposal shall occur at a site authorized by the member and that has met all current regulatory requirements. The contract vendor shall keep all dumpsite receipts, trip tickets, transportation manifests or other documentation of disposal with copies given to the member. The contract vendor shall provide the member with a complete record of the disposal process, including the names and addresses of the subcontractors, disposal site operator, and transporter. The location of the disposal site(s) and the estimated quantity of asbestos waste shall be included in this report.	X	
1.2 Water Resistant Roofing – General Requirements			
1.2.01	All areas to receive coating shall be clean, dry and smooth.	X	
1.2.02	All material containers shall be delivered to the worksite suitably packaged to permit acceptance by carrier with each container marked with brand name, type of product, and manufacturer's production code and/or lot number.	X	
1.2.03	All finished coatings shall be free from defects.	X	
1.2.04	All finished caulking shall be free of wrinkles, sags, ridges, air pockets and debris.	X	
1.3 Asphalt Emulsion Coating			
1.3.01	Asphalt emulsion coating shall be applied as specified on manufacturer's data sheets and at the rates specified. All emulsions used shall carry current UL and FM approved fire ratings.	X	
1.3.02	The emulsion shall be of suitable consistency for application above freezing by mop or brush, after stirring to homogeneity.	X	
1.3.03	The application rate for flashings shall be a minimum of three (3) gallons per 100 square feet per coat.	X	
1.3.04	The application rate for new roof applications shall be at a minimum of four (4) gallons per 100 square feet per coat.	X	
1.4 Rubberized Coating			
1.4.01	The butyl acrylic emulsion coating shall be applied as specified on manufacturer's data sheets and at the rates specified. The color of the sealant shall be the color agreed upon between the member and the contract vendor. All emulsions used shall carry UL and FM approved fire ratings.	X	
1.4.02	The coating shall be composed of selected polymers compounded with appropriate resins, fillers, pigment, solvents, and chemical additives necessary to meet current applicable ASTM standards.	X	
1.4.03	The application rate for flashings shall be three (3) gallons per 100 square feet per coat.	X	
1.4.04	The application rate for new roof applications shall be at a minimum of four (4) gallons per 100 square feet per coat.	X	
1.5 Vinyl/acrylic Dampproofing Resin			
1.5.01	All areas to receive coating, especially masonry surfaces, shall be clean, dry and smooth.	X	

1.5.02	The vinyl/acrylic emulsion coating shall be applied as specified on manufacturer's data sheets and at the rates specified. The color of the coating shall be the color agreed upon between the member and the contract vendor.	X	
1.5.03	Prepare the surface to remove all foam release agents, admixtures and curing compounds; if removal is not possible, the residue left shall be non detrimental to the waterproofing system.	X	
1.5.04	To prevent blistering or loss of adhesion from moisture encapsulated in concrete or masonry surfaces, manufacturer's recommendations for a vapor permeable system shall be followed.	X	
1.6	Non-pigmented Synthetic Resin		
1.6.01	All areas to receive non-pigmented synthetic resin coating shall be clean, dry and smooth.	X	
1.6.02	The non-pigmented synthetic resin coating shall be applied as specified on manufacturer's data sheets and at the rates specified.	X	
1.7	Caulking – Removal of existing, clean and prime joint		
1.7.01	Remove any existing caulk from joints. Clean joint; provide and install primer as specified by the manufacturer of the caulking material.	X	
1.7.02	Install specified backer rod to achieve required joint depths and shape, to permit full sealant wetting of the substrate surface when tooled, and to act as a temporary joint seal. If lack of immediate sealant application results in weathering, the backer rod shall be replaced with new sealant backing at no additional cost to the member.	X	
1.7.03	Only bond breaker tape as specified by the caulking manufacturer shall be used.	X	
1.7.04	Installation of sealants to be used shall be in accordance with current applicable ASTM standard and manufacturer instructions.	X	
1.7.05	All joints are to be free of air pockets, foreign matter, ridges and sags.	X	
1.7.06	Adjoining surfaces and sealed joints shall be free of smears and other soiling. If a masking tape is used to protect from smears, it shall be non-staining, nonabsorbent, and shall not disturb the sealant when carefully removed. Any excess caulking shall be removed.	X	
1.8	Caulking, epoxied urethane compound, two (2) component, various sizes, in place		
1.8.01	Apply epoxied urethane base plus catalyst, chemical curing. Type 1, self leveling; Type 2, non sagging; conforming to current applicable ASTM standards, shore hardness within 25 to 35 minutes maximum.	X	
1.8.02	All caulking shall be non-staining and color approved by member.	X	
1.8.03	Clean and prepare joints and verify joint depth using backer rod as specified by caulking manufacturer's specifications.	X	
1.8.04	Install bond breaker tape where required by the roofing system manufacturer.	X	
1.8.05	Install caulking into prepared joint and tool per roofing system manufacturer's instruction, concave or convex.	X	
1.8.06	Caulking shall be available in various widths, including 1/4" x 1/4", 1/2" x 1/2", 3/4" x 3/8", 1" x 3/8" and 2" x 3/8".	X	
1.9	Caulking, polyurethane, one (1) component, various sizes, in place		
1.9.01	Polyurethane based caulking, one component, the chemical curing shall conform to current applicable ASTM standards, shore hardness within 25 to 35 minutes maximum	X	
1.9.02	Clean and prepare joints and verify joint depth using backer rod as specified by caulking manufacturer's specifications.	X	
1.9.03	Install caulking into prepared joint and tool per manufacturer's instruction, concave or convex.	X	

1.9.04	Install bond breaker tape where required by the roofing system manufacturer.	X	
1.9.05	Caulking shall be available in various widths, including 1/4" x 1/4", 1/2" x 1/2", 3/4" x 3/8", 1" x 3/8" and 2" x 3/8".	X	
1.10	Caulking, silicone rubber, 1 component, various sizes, in place		
1.10.01	Caulking shall be silicone base, single component, chemical curing, and conform to current applicable ASTM standards, shore hardness within 50 minutes maximum.	X	
1.10.02	All caulking used shall be non-staining.	X	
1.10.03	Clean and prepare joints and verify joint depth using backer rod as specified by caulking manufacturer's specifications.	X	
1.10.04	Install bond breaker tape where required by the roofing system manufacturer.	X	
1.10.05	Install caulking into prepared joint and tool per manufacturer's instruction, concave or convex.	X	
1.10.06	Caulking shall be available in various widths, including 1/4" x 1/4", 1/2" x 1/2", 3/4" x 3/8", 1" x 3/8" and 2" x 3/8".	X	
1.11	Backer rod, polyethylene, various sizes, installed in prepared opening		
1.11.01	Backer rod shall be closed cell polyethylene, extruded, round, lightweight, non-impregnated, non-bleeding, non-staining, and odor free. Backer rod shall be chemical resistant with negligible water absorptive characteristics and meet or exceed current applicable ASTM standards.	X	
1.11.02	Inspect all joints to be sure all preparations are complete.	X	
1.11.03	Install backer into joint at depth specified by caulking manufacturer, minimum of 25% compression. Backer shall be installed same day as caulking.	X	
1.11.04	All joint ends shall be flush with no gaps.	X	
1.11.05	Backer rod shall be available in various diameters, including 1/2", 3/4", 1" and 2".	X	
1.12	Building paper, asphalt felt sheathing paper, 1 or 2 ply, 15# or 30#, in place		
1.12.01	Use 15# or 30# fiberglass, polyester or organic asphalt felt (felt) that meets or exceeds current applicable ASTM standards.	X	
1.12.02	After deck has been inspected and found to be clean and ready, attach felt to roof deck with fasteners, as specified by the roofing system manufacturer.	X	
1.12.03	Run felts shingle fashion starting at low point and running to ridge.	X	
1.12.04	Side laps to be 2" minimum; end laps, 6" minimum.	X	
1.12.05	Seal penetrations with approved mastic to meet or exceed current applicable ASTM and federal standards, asbestos free.	X	
1.12.06	Building asphalt felt sheathing paper shall be available in either 1 or 2 ply, and in 15# or 30# type.	X	
1.13	Building paper, red rosin paper, 5 square rolls, 4 pounds per square, in place		
1.13.01	Red rosin paper, weighing 4 lb./ 100 square feet that meets current applicable ASTM standards.	X	
1.13.02	Use fasteners specified by manufacturer for deck type.	X	
1.13.03	Mechanically fasten red rosin to nail-able deck with correct fasteners. Use fastening pattern that meets current applicable standards.	X	
1.14	Vapor retarder, 2 ply inorganic, glass, Type IV, applied in Type IV asphalt, in place		
1.14.01	Vapor retarder shall be Inorganic glass roof ply, Type IV, un-perforated, 36" wide.	X	
1.14.02	Vapor retarder shall use asphalt water-based primer and shall meet current applicable ASTM standards.	X	

1.14.03	Apply vapor retarder as applicable per current UL standards.	X	
1.14.04	Prime deck using one gallon of primer for every 150-200 square feet.	X	
1.14.05	Felts shall be run shingle fashion. Plies shall be broomed at application. All plies shall be extended to the top of cant and seal.	X	
1.14.06	Glaze coat finished plies with asphalt specified at a rate of 15 lbs. per 100 square feet.	X	
1.15 Demolition of roof insulation			
1.15.01	Remove existing insulation down to roof deck. If applicable, remove all fasteners from decking. Remove all debris from job site and dispose of waste per current applicable regulations. Be sure all debris is removed from flutes in deck and in any area debris might settle.	X	
1.16 Demolition of lightweight cementitious fill			
1.16.01	Cementitious fill shall be removed and disposed per all applicable current industry standards. Clean sub deck of all waste and debris.	X	
1.16.02	Use self-tapping, coated metal deck fasteners, reattach laps, seams and loose metal, as needed.	X	
1.17 Roof deck insulations R-Value general requirements			
1.17.01	Any specifications in the IFB referring to the use of Isocyanurate roof deck insulation shall have an R-Value in accordance with the current PIMA standards.	X	
1.17.02	Any specifications in the IFB referring to the use of fiberboard roof deck insulation shall have an R-Value for thickness in accordance with the current ASHRAE standards.	X	
1.18 Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, various thickness, R-Value depending on thickness, applied Type IV asphalt			
1.18.01	Isocyanurate, fire approval, Class I, with UL labels, meets current applicable federal standards.	X	
1.18.02	Apply steep asphalt to adhere the insulation to primed deck with continuous mopping of steep asphalt, Type IV meeting current applicable ASTM standards, applied at a rate of 30 lbs. per 100 square feet.	X	
1.18.03	For cold applications: adhere insulation to thermal barrier with a continuous mopping of steep asphalt at a rate of 30 lbs. per 100 square feet.	X	
1.18.04	Apply steep asphalt to sub insulation: adhere with a continuous mopping of steep asphalt at a rate of 30 lbs. per 100 square feet.	X	
1.18.05	Insulation shall meet current applicable UL and FM requirements and shall not have over 1/4" joints between boards.	X	
1.18.06	Joints shall be staggered a minimum of 12".	X	
1.19 Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets, various thickness, R-Value depending on thickness, mechanically fastened			
1.19.01	Roof deck insulation shall be Isocyanurate, fire approval, Class I, with UL labels, meets current applicable federal standards.	X	
1.19.02	All fasteners shall have 3" galvanized metal plates.	X	
1.19.03	Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.	X	
1.19.04	For mechanically attached applications, join single layer insulation to deck with approved fastener one (1) every two (2) square feet. Install additional fasteners as required by manufacturer or building codes to ensure insulation is firmly affixed.	X	
1.19.05	All fasteners shall be flush with top surface of insulation.	X	
1.19.06	Any filler insulation installed requires a minimum two (2) fasteners per piece.	X	

1.19.07 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with current applicable ASTM standards. Attachment and flute span shall be in accordance with insulation board manufacturer's specifications and comply with current applicable attachment standards.	X	
1.19.08 Insulation shall meet current applicable UL and FM requirements and shall not have over 1/4" joints between boards.	X	
1.19.09 All joints shall be staggered a minimum of 12".	X	
1.20 Roof deck insulation, fiberboard in 4' x 4' or 4' x 8' sheets, various thickness, R-Value depending on thickness, applied Type IV asphalt		
1.20.01 Roof deck insulation shall be high-density fiberboard, with flame spread index of 25 maximum, comply with current applicable federal and ASTM standards and have compressive resistance not more than 35 psi.	X	
1.20.02 Install using steep asphalt, Type IV meeting current applicable ASTM standards, applied at a rate of 30 lbs. per 100 square feet.	X	
1.20.03 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.	X	
1.20.04 Hot applications shall adhere insulation to primed deck with continuous mopping of steep asphalt at the rate of 30 lbs. per 100 square feet.	X	
1.20.05 Hot apply roof deck insulation to sub insulation; adhere with a continuous mopping of steep asphalt at a rate of 30 lbs. per 100 square feet.	X	
1.20.06 Any filler insulation shall be installed in accordance with insulation board manufacturer's specifications.	X	
1.20.07 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with current applicable ASTM standards. Attachment and flute span shall be in accordance with insulation board manufacturer's specifications and comply with current applicable attachment standards.	X	
1.20.08 Insulation shall meet current applicable UL and FM requirements and shall not have over 1/4" joints between boards.	X	
1.20.09 All joints shall be staggered a minimum of 12".	X	
1.21 Roof deck insulation, fiberboard in 4' x 4' or 4' x 8' sheets, various thickness, R-Value depending on thickness, installed cold adhesive or mechanically attached		
1.21.01 Roof deck insulation shall be high-density fiberboard, with flame spread index of 25 maximum, and comply with current applicable federal and ASTM standards and have compressive resistance of not more than 35 psi.	X	
1.21.02 Provide equipment, materials, tools and experienced labor to install rigid roof insulation. Adhere the insulation to the substrate with approved fastening methods, as follows.	X	
1.21.03 Cold applications: adhere insulation to thermal barrier with a continuous mopping of steep asphalt at a rate of 30 lbs. per 100 square feet.	X	
1.21.04 If mechanically attached: mechanically join single layer insulation to deck with approved fastener one (1) every two (2) square feet. Install additional fasteners as required by manufacturer or local building codes to ensure insulation is firmly affixed.	X	
1.21.05 For installations using 3" inch galvanized metal plate fasteners, fasteners shall be flush with top surface of insulation.	X	
1.21.06 Any filler insulation installed requires a minimum two (2) fasteners per piece.	X	

1.21.07 Form continuous insulation joints over deck flange. Do not cantilever insulation edges over deck ribs, minimum bearing surface 1 1/2" and doesn't exceed 35 psi in accordance with current applicable ASTM standards. Attachment and flute span shall be in accordance with insulation board manufacturer's specifications and comply with current applicable attachment standards.	X	
1.21.08 All insulation shall meet UL and FM requirements and shall not have over 1/4" joints between boards.	X	
1.21.09 All joints shall be staggered a minimum of 12".	X	
1.22 Roof deck insulation, lightweight cellular concrete fill or vermiculite aggregate, R-Value depending on thickness, per inch of depth		
1.22.01 Install cellular concrete, 2" minimum thickness, sloped to existing drains. Slope shall be, at a minimum, 1/8" drop per running foot.	X	
1.22.02 Cover deck with slurry coat. Graduate thickness of insulation from high to low point. Stagger end joints and butt all joints to moderate contact.	X	
1.22.03 Install top pour of cellular concrete over insulation. Fill all bond holes. A minimum of 2" thickness over the insulation is required. Ensure finished surface is smooth and even.	X	
1.22.04 Install reinforcing mesh into all areas where cellular concrete is placed. Butt or space sides not more than 4"; cut mesh to fit all walls, curbs, and openings.	X	
1.22.05 Mix and pump cellular concrete into place as recommended by the concrete manufacturer.	X	
1.22.06 Proportion cellular concrete to provide a density of 40 lbs./ cubic foot, ± 5% and 28-day compressive strength of 160 psi.	X	
1.22.07 Pour cellular concrete only when temperatures are predicted to be above 40°F for the next two days.	X	
1.22.08 Provide 2 ply bituminous tie-in connections at cellular concrete/roofing terminations. Remove embedded gravel from top ply along termination.	X	
1.22.09 Install 5-course felt/mesh bituminous reinforcement; extend membrane at least 6" onto roofing and top surface of cellular cement using asphalt mastic or flashing bitumen.	X	
1.22.10 Seal any surface cracks with asphalt mastic.	X	
1.22.11 Spray curing compound on entire surface within 24 hours of placement.	X	
1.23 Roof deck insulation, gypsum panels, various thickness		
1.23.01 Replace gypsum panels; stabilize and provide bracing for the purlins, as necessary.	X	
1.23.02 Install per manufacturer's instruction. Gypsum planks shall have current UL Classification Markings.	X	
1.23.03 Gypsum shall not be used in areas of high humidity and wetness.	X	
1.24 Roof deck insulation, CDX gypsum panels, various thickness		
1.24.01 Replace gypsum panels; stabilize and provide bracing for the purlins, as necessary.	X	
1.24.02 CDX gypsum panels shall be mechanically attached, or adhered in either hot asphalt or cold adhesive.	X	
1.24.03 Install per manufacturer's instruction. Gypsum planks shall have current UL classification markings.	X	
1.24.04 Gypsum shall not be used in areas of high humidity and wetness.	X	
1.25 Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" and 1/8" per foot slope, applied in Type IV asphalt, per inch of depth		
1.25.01 Use 1/8" tapered iso-board (black facer) that meets or exceeds current applicable federal standards, fire approval Class I, and labeled with UL/FM labels.	X	

1.25.02	Apply steep asphalt, Type IV, meeting current applicable ASTM standards, applied at a rate of 30 lbs. per 100 square feet.	X	
1.25.03	Insulation shall have a minimum thickness of 1" at any point on the deck and shall be tapered when laid in a manner to eliminate ponding and allow for positive drainage.	X	
1.25.04	Set insulation in a continuous mopping of asphalt.	X	
1.25.05	Embed insulation into asphalt, leaving no voids or loose boards. Any joint over 1/4" shall be filled.	X	
1.25.06	Apply asphalt at rate of 30 lbs. per 100 square feet; asphalt shall be applied between 400-475°F, and shall not exceed 500°F.	X	
1.26	Cold insulation adhesive		
1.26.01	Cold insulation adhesive is for places where the deck is exposed on underside or where hot adhesive or mechanical attachment is not desirable.	X	
1.26.02	Adhesive should work for fiberboard, fiberglass, and isocyanurate insulating boards.	X	
1.26.03	Nominal 100% solid, moisture curing, asphaltic urethane adhesive for use in adhering insulation and base sheets in bur systems and shall meet current applicable ASTM standards.	X	
1.26.04	Prime surface to receive adhesive with water-based primer. Primer shall be applied at rate of 1 to 1.5 gallons per 100 square feet.	X	
1.27	Removal and/or repair of existing composition shingles, wood shingles, clay, concrete, or slate roof tiles and felts to decking		
1.27.01	Removal: remove existing felts, shingles, tiles and fasteners down to roof deck. Keep and stockpile reusable tiles, upon request of member.	X	
1.27.02	Repair: remove and replace defective felts, shingles, tiles and fasteners as needed to correct any defects or damages to existing roofing system.	X	
1.27.03	Installations or reinstallations shall be per the roofing material manufacturer's recommendations.	X	
1.27.04	Be sure all debris is removed from deck. Remove all debris from job site and dispose of waste per current applicable regulations.	X	
1.27.05	Inspect deck and repair any defects as needed.	X	
1.27.06	For removal services, install matching or required felt after above applicable work is accomplished. Felt shall meet current applicable ASTM standards and shall carry UL labels.	X	
1.28	Shingles, wood shake, wood shingle, minimum 20 year		
1.28.01	Wood shake/shingles shall meet all current applicable federal, state, and local standards and codes regarding: wood species; fire retardant; manufacturing; and/or carry wind uplift labels or meet minimum standards. Wood shake/shingles shall be edge grain cut to prevent warping and splitting, have hip and ridge factory pre-cut or pre-made (where applicable), include applied fire retardant materials (where applicable), and be available in a variety of wood species. Nails shall be hot galvanized, and of sufficient length to penetrate at least 3/4" into decking. Staples are not permitted.	X	
1.28.02	Bituminous plastic cement shall meet current applicable federal standards, and shall be asbestos free.	X	
1.28.03	Asphalt felt shall be 15# fiberglass, polyester or organic that meets current applicable ASTM standards, Type I, and current UL labels.	X	
1.28.04	Inspect deck after old roof removal and repair any defects. Install base felts and valley felts. Install shingles per manufacturer's specifications.	X	
1.28.05	If roof slopes less than 4" per 12', the installation requires a double layer of 15# asphalt felt prior to application of shingles.	X	
1.28.06	In cold-climate areas, member may request use of two each 30# asphalt felts in lieu of two each 15# felts.	X	

1.28.07	Eave metal shall be, at a minimum, 2" x 2", 26 gauge galvanized. In high wind areas, use 3" x 2" 24 gauge galvanized eave metal.	X	
1.28.08	Waterproofing and weather protecting coatings for finished wood roofing systems are requested. Coatings shall be applied per the manufacturers recommendations. Sprayed applications shall require contract vendor to protect surrounding areas from overspray.	X	
1.29	Shingles, fiberglass, Class A, 25 year strip shingles		
1.29.01	Fiberglass shingles shall meet current applicable ASTM standards, Type I, carry UL, Class A and wind uplift labels, have hip and ridge factory pre-cut (where applicable) and be available in a variety of colors. Nails are to be hot galvanized, 11 or 12 gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Staples are not permitted.	X	
1.29.02	Bituminous plastic cement shall meet current applicable federal standards, and shall be asbestos free.	X	
1.29.03	Asphalt felt shall be 15# fiberglass, polyester or organic that meets current applicable ASTM standards, Type I, and carry UL labels.	X	
1.29.04	Inspect deck after old roof removal and repair any defects. Install base felts and valley felts. Install shingles per manufacturer's specifications.	X	
1.29.05	If roof slopes less than 4" per 12', the installation requires a double layer of 15# asphalt felt prior to application of shingles.	X	
1.29.06	In cold-climate areas, use of two each 30# asphalt felts in lieu of 15# felts are required.	X	
1.29.07	Eave metal shall be, at a minimum, 2" x 2", 26 gauge galvanized. In high wind areas, use 3" x 2" 24 gauge galvanized, eave metal.	X	
1.30	Shingles, fiberglass, Class A, 30 year, premium laminated multilayered shingles		
1.30.01	Fiberglass shingles shall meet current applicable ASTM standards, Type I, carry UL, Class A and wind uplift labels, have hip and ridge factory pre-cut (where applicable) and be available in a variety of colors. Nails are to be hot galvanized, 11 or 12 gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Staples are not permitted.	X	
1.30.02	Bituminous plastic cement shall meet current applicable federal standards, and shall be asbestos free.	X	
1.30.03	Asphalt felt shall be 15# fiberglass, polyester or organic that meets current applicable ASTM standards, Type I, and current UL labels.	X	
1.30.04	Inspect deck after old roof removal and repair any defects. Install base felts and valley felts. Install shingles per manufacturer's specifications.	X	
1.30.05	If roof slopes less than 4" per 12', the installation requires a double layer of 15# asphalt felt prior to application of shingles.	X	
1.30.06	In cold-climate areas, use of two each 30# asphalt felts in lieu of two each 15# felts are required.	X	
1.30.07	Eave metal shall be 2" x 2", 26 gauge galvanized. In high wind areas, use 3" x 2" 24 gauge galvanized eave metal.	X	
1.31	Shingles, fiberglass, Class A, 40 year, premium laminated multilayered shingles		
1.31.01	Fiberglass shingles shall meet current applicable ASTM standards, Type I, carry UL, Class A and wind uplift labels, have hip and ridge factory pre-cut (where applicable) and be available in a variety of colors. Nails are to be hot galvanized, 11 or 12 gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Staples are not permitted.	X	
1.31.02	Bituminous plastic cement shall meet current applicable federal standards, and shall be asbestos free.	X	
1.31.03	Asphalt felt shall be 15# fiberglass, polyester or organic that meets current applicable ASTM standards, Type I, and current UL labels.	X	

1.31.04	Inspect deck after old roof removal and repair any defects. Install base felts and valley felts. Install shingles per manufacturer's specifications.	X	
1.31.05	If roof slopes less than 4" per 12', the installation requires a double layer of 15# asphalt felt prior to application of shingles.	X	
1.31.06	In cold-climate areas, use of two each 30# asphalt felts in lieu of 15# felts are required.	X	
1.31.07	Eave metal shall be at a minimum 2" x 2", 26 gauge galvanized. In high wind areas, use 3" x 2" 24 gauge galvanized, eave metal.	X	
1.32	Shingles, fiberglass, Class A, 50 year, premium laminated multilayered shingles		
1.32.01	Fiberglass shingles shall meet current applicable ASTM standards, Type I, carry UL, Class A and wind uplift labels, have hip and ridge factory pre-cut (where applicable) and be available in a variety of colors. Nails are to be hot galvanized, 11 or 12 gauge, barb shank, 3/8" heads, sharp pointed and of sufficient length to penetrate at least 3/4" into decking. Staples are not permitted.	X	
1.32.02	Bituminous plastic cement shall meet current applicable federal standards, and shall be asbestos free.	X	
1.32.03	Asphalt felt shall be 15# fiberglass, polyester or organic that meets current applicable ASTM standards, Type I, and current UL labels.	X	
1.32.04	Inspect deck after old roof removal and repair any defects. Install base felts and valley felts. Install shingles per manufacturer's specifications.	X	
1.32.05	If roof slopes less than 4" per 12', the installation requires a double layer of 15# asphalt felt prior to application of shingles.	X	
1.32.06	In cold-climate areas, use of two each 30# asphalt felts in lieu of 15# felts are required.	X	
1.32.07	Eave metal shall be at a minimum 2" x 2", 26 gauge galvanized. In high wind areas, use 3" x 2" 24 gauge galvanized, eave metal.	X	
1.33	Replace/Install clay or concrete roof tiles		
1.33.01	Tile shall be of quality, finish, color, size and shape to match existing, or as selected by the member.	X	
1.33.02	Nails for tiles and cleats shall be copper, 11 gauge, large head and long enough to penetrate 3/4" into deck.	X	
1.33.03	Flashing shall be 16 oz. copper.	X	
1.33.04	Mortar shall be one part Portland cement, 4 parts sand and color matched to tile.	X	
1.33.05	Asphalt felt underlayment shall be applied horizontally; lap at least 4" over valley and gutter metal; turn up 6" against all abutting vertical surfaces where possible and extend without break over hips and ridges.	X	
1.33.06	Plastic cement shall meet current applicable ASTM and federal standards.	X	
1.33.07	Sealant shall be silicone and shall meet current applicable ASTM standards.	X	
1.33.08	Nail each sheet along the edges, which shall be covered by the lap of the next sheet; lap the sheets 3" at sides and 6" at ends and cement together.	X	
1.33.09	Tile shall be laid in regular courses parallel with the eaves and no attempt made to stretch the courses. The courses shall be accurately spaced to finish even and parallel at the top of all level terminations.	X	
1.33.10	When the slopes of the abutting roof surfaces are at the same pitch, the courses shall align across valleys and around hips. Valleys shall be open 6" wide between tiles. Fit the tiles closely at hips and ridges and around vent pipes, ventilators, and other projections through the roof.	X	

1.33.11 Every piece of tile shall be secured by at least one fastening; Spanish tile shall have two, unless impracticable. Where nailing is not possible, or to avoid nailing through sheet metal, use wire attached to nails driven above the metal line or to other permanent fastenings and set the tile in elastic cement. Tile shall be laid with an end lap of at least 3". Eave closures of pan and cover tile shall be recessed at least 1 1/2" from the lower end of the tile.	X	
1.33.12 Hips and ridges shall have roll cover tile with closed hip starters and plain terminals. Field tile that verge along hips and valleys shall be cut before burning and valley tile shall have closed ends. Top fixtures shall be furnished at deck and ridge and at the lower side of abutting vertical surfaces. Gables shall have end bands, gable rakes and closed gable ends at ridge.	X	
1.33.13 The lap of end bands, or cover tile on hips and ridges, of gable rakes to end bands and field tiles, and the spaces between field tiles and hip stringers shall be filled with elastic cement. A limited amount of elastic cement may be used for leveling tile and for pointing around eave closures and top fixtures.	X	
1.33.14 All intersections of roofs with vertical surfaces of every kind and all openings in roof surfaces shall be flashed and counter-flashed. Flashings shall turn up no less than 6" against abutting vertical surfaces where possible and flashing segments shall be as long as practical.	X	
1.33.15 All intersections shall lap longitudinally not less than 3" on slopes. Elsewhere the joints shall be flat-locked and soldered. Laps and locks shall be in the direction of water flow; ridges and deck molds shall be flashed over the wood stringers. Exposed bottom edges of all flashings shall be doubled under about 1/2" to straight lines.	X	
1.33.16 At vertical surfaces along slopes, the flashings shall extend under the tile at least 4 1/2" with an upturned edge as high as the contour of the tile will permit. At the upper side of vertical surfaces, the flashings shall extend under the tile to the nails, with the upper edges turned back 1/2". Flashings at the lower side of vertical surface and the flashings of ridges and deck molds shall extend onto the roof tiles and top fixtures at least 4 1/2" and be bent down for stiffness.	X	
1.33.17 At corners and projections through the roof, the intersecting base flashings shall be lapped or locked and the joints sweated with solder. Base flashings at the sides, which are normal to the tile courses, shall spill onto the roofing below.	X	
1.33.18 Flashings at the sills of openings, which are not counter-flashed, shall extend under the sills of the frames and turn up at least 3/4" at the back edges.	X	
1.33.19 Base flashings at the curbs of roof openings, which are not counter-flashed, shall turn over the tops of the curbs and be fastened on the inside by locking to continuous cleats of the same metal which shall be fastened every 4" to the curbs.	X	
1.34 Remove built-up roof, multi-ply with embedded aggregate, non-asbestos		
1.34.01 Remove existing roofing down to roof deck or insulation.	X	
1.34.02 Remove all debris from deck and job site and dispose of in accordance with current applicable regulations.	X	
1.34.03 If applicable, remove all fasteners from decking.	X	
1.34.04 Using roofing spades, Maddox or mechanical device remove embedded gravel from roof membrane.	X	
1.34.05 Remove all loose gravel from roof membrane by power broom or mechanical wet vacuum and dispose of in accordance as required per current applicable regulations.	X	

1.34.06 Clean roof or substrate removing all dirt and debris prior to priming. Prime using asphaltic primer at the rate of one gallon to 100-150 square feet; allow to thoroughly dry.	X	
1.35 Remove single-ply roof, ballast, and membrane (partially, fully, or mechanically attached)		
1.35.01 Remove existing ballast from surface or roof membrane.	X	
1.35.02 Do not pile or store ballast in piles that would exceed the load limit on total roof system.	X	
1.35.03 All ballast shall be removed by use of closed chute or mechanically.	X	
1.35.04 If applicable, remove all fasteners from decking.	X	
1.35.05 Cut single ply membrane into pieces small enough so they can safely be removed and dispose of in accordance with current applicable regulations.	X	
1.35.06 Do not remove more membrane than can be replaced or dried daily.	X	
1.36 Remove copper sheet roofing		
1.36.01 Remove specified roofing using the recommended equipment and tools for the job. Remove and dispose all felts, flashings, battens, and counter-flashing, as required per current applicable regulations.	X	
1.36.02 Use 15# building paper, meeting current applicable federal and ASTM standards. Nails shall be hot dipped, galvanized, 11 or 12 gauge, smooth shank, 1" square metal heads, at least 1" long for dry in.	X	
1.37 Base sheet, 3-ply Type IV or Type VI fiberglass, in asphalt (15 year roof)		
1.37.01 Water-based asphalt primer that meets current applicable ASTM standards.	X	
1.37.02 Asphalt to meet all applicable UL and ATSM standards.	X	
1.37.03 Fiberglass base sheet, Type G2, meeting current applicable ASTM standards, high performance weight, 33 lb., tensile 80 psi.	X	
1.37.04 Fiberglass ply sheet shall be Type IV or VI.	X	
1.37.05 Prime existing surface with primer specified at a rate of 150-200 square feet per gallon.	X	
1.37.06 Continuously mop base sheet and three plies of specified fiberglass ply sheets with interply asphalt at a rate of 25 lbs. per 100 square feet per ply. Felts to be installed according to manufacturer's specifications.	X	
1.37.07 Glaze coat finished plies with 15 lbs. of steep asphalt and top surface	X	
1.38 Base sheet, 2-ply Type IV or Type VI fiberglass, in asphalt (10 year roof)		
1.38.01 Water-based asphalt primer shall meet current applicable ASTM standards.	X	
1.38.02 Asphalt shall meet UL, Class A, and current applicable ASTM standards.	X	
1.38.03 Fiberglass base sheet, Type G2, shall meet current applicable ASTM standards, high performance weight, 33 lb., tensile 80 psi.	X	
1.38.04 Fiberglass ply sheet shall be, Type IV or VI.	X	
1.38.05 Prime existing surface with primer specified at a rate of 150-200 square feet per gallon.	X	
1.38.06 Continuously mop base sheet and three plies of specified fiberglass ply sheets with interply asphalt at a rate of 25 lbs. per 100 square feet per ply. Felts to be installed according to manufacturer's specifications.	X	
1.38.07 Glaze coat finished plies with 15 lbs. of steep asphalt and top surface	X	
1.39 Base sheet adhered, cap sheet adhered		
1.39.01 Prepare substrate as required by manufacturer.	X	
1.39.02 If necessary, prime exiting surface with primer specified at a rate of 150-200 square feet per gallon.	X	

1.39.03	Base sheet shall be self-adhered, installed according to manufacturer's specifications.	X	
1.39.04	Granule surfaced cap sheet shall be self-adhered, installed according to manufacturer's specifications.	X	
1.40	Base sheet, 4-ply fiberglass, mechanically attached (15 year roof)		
1.40.01	Fiberglass base sheet, Type G2 to meet current applicable ASTM standards, high performance weight, 33 lb., tensile 80 psi; and fiberglass plies sheets, Type VI, mechanically attached.	X	
1.40.02	Mechanical fasteners for wood decks, 1" ringed shank nails with 1" capped head as made by Maze or Simplex (or approved equal); for wood fiber decks, Olympic GTL fasteners (or approved equal); light weight deck, Olympic, Tremco, or Zonolite base ply fastener (or approved equal).	X	
1.40.03	Starting at low point, install specified base sheet to deck using approved fasteners in accordance with current applicable standards for wind uplift requirements.	X	
1.40.04	Mop four (4) plies of specified fiberglass ply sheets with interply asphalt applied at the rate of 25 lbs. per 100 square feet per ply.	X	
1.40.05	Glaze coat finished plies with 15 lbs. of steep asphalt and top surface, or as outlined by manufacturer's recommendations.	X	
1.40.06	Install over hot-applied multi-ply BUR assembly in Type IV asphalt. Apply as per manufacturer's instruction.	X	
1.40.07	Cap finishing membrane shall be available as a fiberglass, modified fiberglass or modified fiberglass fire rated cap-finishing membrane.	X	
1.40.08	Cap finishing membrane shall be installed over multi-ply built-up roofing (BUR) assembly, per manufacturer's instruction.	X	
1.41	Base sheet with 2 or 3 plies, fiberglass felts, Type IV asphalt attached (15 year roof)		
1.41.01	For 2 plies, materials shall include primer; fiberglass base sheet, Type G2, that meets current applicable ASTM standards; Type VI fiberglass felts that meet current applicable ASTM standards, Type VI; asphalt Type IV steep, UL, Class A, shall meet current applicable ASTM standards.	X	
1.41.02	For 3 plies, materials include primer; fiberglass base sheet, Type G2, that meets current applicable ASTM standards, tensile strength average 80 lbs.; Type VI fiberglass felts that current applicable ASTM standards, Type VI; asphalt Type IV steep, UL, Class A, shall meet current applicable ASTM standards.	X	
1.41.03	Prepare substrate as required by manufacturer.	X	
1.41.04	Mop base sheet and plies of fiberglass base sheet as required by manufacturer.	X	
1.41.05	Ply are to be adhered with approved asphalt at the rate of 25 lbs. per 100 square feet per ply.	X	
1.41.06	All felts are to be broomed when applied.	X	
1.41.07	Fishmouths, voids, wrinkles and other disfigurements shall not be accepted.	X	
1.41.08	Extend all plies 1" above cant and seal.	X	
1.41.09	Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	
1.42	Base sheet with 3 plies mechanically attached, Type VI fiberglass felts, Type IV asphalt (15 year roof)		
1.42.01	Materials include primer; fiberglass base sheet, Type G2, that meets current applicable ASTM standards, tensile strength average 80 lbs.; Type VI fiberglass felts that meets current applicable ASTM standards; UL listed fiberglass.	X	
1.42.02	Prepare substrate as required by manufacturer.	X	

1.42.03 Mechanical fasteners for wood decks, 1" ringed shank nails with 1" capped head as made by Maze or Simplex (or approved equal); for wood fiber decks, Olympic GTL fasteners (or approved equal); light weight deck, Olympic, Tremco or Zonolite base ply fastener (or approved equal).	X	
1.42.04 Starting at low point, install specified base sheet to deck using approved fasteners in accordance with current applicable FM wind uplift requirements.	X	
1.42.05 Regularly mop four plies of specified fiberglass ply sheets with interply asphalt applied at the rate of 25 lbs. per square per ply, following manufacturer's instruction.	X	
1.42.06 Glaze coat finished plies with 15 lbs. of steep asphalt and top surface as outlined by manufacturer.	X	
1.42.07 Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	
1.43 Nailed base sheet, 2 plies Type VI fiberglass felts, fiberglass cap, Type IV asphalt (20 year roof)		
1.43.01 Materials include primer; fiberglass base sheet, Type G2, that meets current applicable ASTM standards; ply sheet, G1, Type VI; asphalt Type IV steep, UL, Class A, shall meet current applicable ASTM standards.	X	
1.43.02 Prepare substrate as required by manufacturer.	X	
1.43.03 Nail base sheet per manufacturer's instruction.	X	
1.43.04 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per square per ply.	X	
1.43.05 All felts are to be broomed when applied.	X	
1.43.06 Fishmouths, voids, wrinkles and puckers shall not be accepted.	X	
1.43.07 Extend all plies 1" above cant and seal.	X	
1.43.08 Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	
1.44 Base sheet with 4 plies; 2 polyester and 2 fiberglass felts, Type IV asphalt (20 year roof)		
1.44.01 Materials include primer; fiberglass base sheet, Type G2, that meets current applicable ASTM standards; polyester ply sheets, continuous filament, heat resistant, spun bonded polyester to meet federal Test Method 101-2031 for punctures, current applicable ASTM standards for permeability, weight to be minimum 3.1 lbs/100 square feet; Type VI fiberglass felts that meets current applicable ASTM standards, Type VI; asphalt Type IV steep, UL, Class A, shall meet current applicable ASTM standards.	X	
1.44.02 Prepare substrate as required by manufacturer.	X	
1.44.03 Mop base sheet and four plies of fiberglass base sheet, two plies of polyester and two plies of fiberglass felts. Felts are to be installed in shingle fashion.	X	
1.44.04 Plies are to be adhered with approved asphalt at the rate of 25 lbs. per 100 square feet per ply.	X	
1.44.05 All felts are to be broomed when applied.	X	
1.44.06 Fishmouths, voids and wrinkles shall not be accepted.	X	
1.44.07 Extend all plies 1" above cant and seal.	X	
1.44.08 If required, install glaze coat of asphalt at the rate of 15 lbs. per square.	X	
1.44.09 Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	

1.45 Built-up roof, base sheet with 3 plies polyester roofing sheet, Type IV asphalt (20 year roof)		
1.45.01 Materials include primer; fiberglass base sheet, Type G2, that meets current applicable ASTM standards; polyester ply sheets, continuous filament, heat resistant, spun bonded polyester to meet federal Test Method 101-2031 for punctures, current applicable ASTM standards for permeability, weight to be minimum 3.1 lbs/100 square feet; Type VI fiberglass felts that meets current applicable ASTM standards, Type VI; asphalt Type IV steep, UL, Class A, shall meet current applicable ASTM standards.	X	
1.45.02 Prepare substrate as required by manufacturer.	X	
1.45.03 Mop base sheet and three plies of heat stabilized polyester with interply mopping of Type IV asphalt at the rate of 25 lbs. per square per ply.	X	
1.45.04 Plies are to be installed shingle fashion.	X	
1.45.05 All felts are to be broomed when applied.	X	
1.45.06 Fishmouths, voids and wrinkles shall not be accepted.	X	
1.45.07 Extend all plies 1" above cant and seal.	X	
1.45.08 If required, install glaze coat of asphalt at the rate of 15 lbs. per 100 square feet.	X	
1.45.09 Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	
1.46 Built-up roof, base sheet with 3 plies Type G2 fiberglass, cold process adhesive (20 year roof)		
1.46.01 Fiberglass base ply, 28 lb., Type G2, shall meet current applicable ASTM standards, average tensile, 80 psi, recommended by manufacturer.	X	
1.46.02 Cold asphalt adhesive, UL approved, applied at 3 gallons per 100 square feet, inner ply, shall meet current applicable air quality limits and contain no asbestos.	X	
1.46.03 Surface materials of gravel or emulsion and reflective coating.	X	
1.46.04 Install base plus three plies with cold asphalt adhesive at the rate of 3 gallons per square per ply.	X	
1.46.05 Top surface with cold asphalt and approved finish coat.	X	
1.46.06 Plies to extend to top of cants and nail 8" o.c.	X	
1.46.07 Wood nailers shall be used to provide membrane termination.	X	
1.46.08 Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	
1.47 Built-up roof, base sheet plus 4 plies Type G2 fiberglass, cold process adhesive (30 year roof)		
1.47.01 Fiberglass base ply, 33 lb., Type G2, shall meet current applicable ASTM standards, average tensile, 80 psi, recommended by manufacturer.	X	
1.47.02 Cold asphalt adhesive, UL approved, applied at 3 gallons per 100 square feet, inner ply, and shall meet SCAQMD VOC limits and contain no asbestos.	X	
1.47.03 Surface materials of gravel or emulsion and reflective coating.	X	
1.47.04 Install base plus four plies with cold asphalt adhesive at the rate of 3 gallons per 100 square feet per ply.	X	
1.47.05 Top surface with cold asphalt and approved finish coat.	X	
1.47.06 Plies to extend to top of cants and nail 8" o.c.	X	
1.47.07 Wood nailers may be used to provide membrane termination. Nail per manufacturer recommendations.	X	
1.47.08 Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	

1.48 Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)		
1.48.01 Fiberglass base ply, 33 lb., Type G2, shall meet current applicable ASTM standards, average tensile, 80 psi, recommended by manufacturer.	X	
1.48.02 Asphalt, Type IV steep. UL class A, meets current applicable ASTM standards.	X	
1.48.03 Type VI Fiberglass felts meets current applicable ASTM standards; modified bitumen sheet, SBS elastomers with reinforcement. Recommended thickness: 0.160', Tensile strength, 148 MD and 122 CD lbf/in., and puncture meet all current applicable ASTM standards.	X	
1.48.04 Prepare substrate as required by manufacturer.	X	
1.48.05 Continuously mop base sheet, ply sheet and modified bitumen sheet into specified bitumen, Type IV, meets current applicable ASTM standards.	X	
1.48.06 Install base sheet and roofing ply starting at low point in shingle fashion with asphalt at rate of 25 lbs. per 100 square feet per ply.	X	
1.48.07 All felts are to be broomed when applied.	X	
1.48.08 Install modified bitumen sheet in hot asphalt at a rate of 23 lbs. per 100 square feet. Roll edge to ensure positive bond. Broom out air pockets and voids at application; end lap 12" and staggered 3' minimum, with a head lap at 4".	X	
1.48.09 Top surface to be granule unless noted by line item on work order.	X	
1.48.10 Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	
1.49 Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (20 year roof)		
1.49.01 Fiberglass base ply, 33 lb., Type G2, shall meet current applicable ASTM standards, average tensile, 80 psi, recommended by manufacturer.	X	
1.49.02 Asphalt, Type IV steep. UL class A, meets current applicable ASTM standards.	X	
1.49.03 Type VI Fiberglass felts, meets current applicable ASTM standards; modified bitumen sheet, SBS elastomers with reinforcement. Recommended thickness: 0.160', Tensile strength, 148 MD and 122 CD lbf/in., and puncture meet all current applicable ASTM standards.	X	
1.49.04 Prepare substrate as required by manufacturer.	X	
1.49.05 Mop base sheet, ply sheet and modified bitumen sheet into specified bitumen, Type IV, meets current applicable ASTM standards.	X	
1.49.06 Install base sheet and roofing ply starting at low point in shingle fashion with asphalt at rate of 25 lbs. per 100 square feet per ply.	X	
1.49.07 Install ply sheets in continuous mopping of asphalt. All plies shall have total adhesion and bleed through.	X	
1.49.08 Install modified bitumen sheet in hot asphalt at a rate of 23 lbs. per 100 square feet. Roll edge to ensure positive bond. Broom out air pockets and voids at application; end lap 12" and staggered 3' minimum, with a head lap at 4".	X	
1.49.09 Extend plies to top of cants and seal. Fishmouths, voids, wrinkles and other irregularities shall not be accepted.	X	
1.49.10 Top surface to be granule unless noted by line item on work order.	X	
1.49.11 Member shall approve final roofing system. Final system shall carry UL, Class A, FM I-90, or current applicable approvals.	X	
1.50 Built-up roof, base sheet, G2, 33 lb., mechanically attached or Type IV asphalt		
1.50.01 Fiberglass base ply, 33 lb., Type G2, meets current applicable ASTM standards, average tensile, 80 psi, recommended by manufacturer.	X	
1.50.02 Nail to substrate to FM I-90 design standards.	X	

1.51 Built-up roof, high strength G2 coated base ply with trilaminate reinforced, 31 lb., mechanically attached or Type IV asphalt, added cost per ply per square foot		
1.51.01 High strength G2 coated base ply with a trilaminate reinforcement, 31 lb., Type G2, meets current applicable ASTM standards, average tensile, 130 psi, recommended by manufacturer.	X	
1.51.02 Nail to substrate to FM I-90 design standards.	X	
1.52 Built-up roof, premium asphalt, added cost per ply per square foot		
1.52.01 Premium IV asphalt, meets current applicable ASTM standards, high quality steep asphalt, process from highly monitored asphalt flux.	X	
1.52.02 Apply Premium IV asphalt where specified by work order at minimum rate of 25 lbs. per 100 square feet per ply.	X	
1.53 Built-up roof, modified bitumen adhesive, added cost per ply per square foot		
1.53.01 Modified bitumen adhesive, a polymer formulation applied as a hot melt adhesive, made of unblown asphalt and modified with selected polymers, and shall be both UL and FM approved. Elongation at 77°F, 100%. Meets current applicable ASTM standards.	X	
1.53.02 Apply modified bitumen adhesive in place of asphalt.	X	
1.53.03 Interply rate minimum 27 lbs. per 100 square feet.	X	
1.53.04 Final system results shall be per manufacturers recommendations.	X	
1.54 Built-up roof, surface with cold asphaltic surfacing adhesive and gravel		
1.54.01 Cold asphalt adhesive, UL approved, and shall meet SCAQMD VOC limits and contain no asbestos.	X	
1.54.02 Prime roof surface with asphalt primer, as per manufacturers recommendations. Reapplication of primer is required if work surface has been contaminated.	X	
1.54.03 Built-up roof gravel shall be size 6.	X	
1.54.04 Apply flood coat of asphalt adhesive at 5 gallons per 100 square feet.	X	
1.54.05 Broadcast roof gravel at rate of 500 lbs. per 100 square feet. Rake gravel smooth.	X	
1.54.06 Completed system shall have a current UL 790 Class A rating.	X	
1.55 Built-up roof, surface with emulsion and granules		
1.55.01 Apply primer to surface as recommended by manufacturer.	X	
1.55.02 Use high performance rubberized emulsion and #1 white ceramic roof granules.	X	
1.55.03 Apply emulsion to roof surface at rate of 4 gallons per 100 square feet.	X	
1.55.04 Install ceramic roof granules into emulsion at rate of 80 lbs. per 100 square feet.	X	
1.56 Built-up roof, surface with emulsion and aluminum coating		
1.56.01 Apply primer to surface as recommended by manufacturer.	X	
1.56.02 Use high performance rubberized emulsion and #1 white ceramic roof granules.	X	
1.56.03 Apply emulsion to roof surface at rate of 4 gallons per square.	X	
1.56.04 Install aluminum reflective coating to roof surface at rate of 1 gallon per 150 square feet. Two coats required.	X	
1.57 Built-up roof, surface with emulsion and white elastomeric coating		
1.57.01 Apply primer to surface as recommended by manufacturer.	X	
1.57.02 Coating shall be a high performance, high solid, reflective, fire retardant coating.	X	
1.57.03 Apply emulsion to roof surface at rate of .75 gallons per 100 square feet and let cure, per manufacturer's recommendation.	X	
1.57.04 Apply white fire retardant coating consisting of two coats at a rate of 1 gallon per 100 square feet per coat.	X	

1.57.05 On vertical surfaces, apply in two coats at the rate of 2 gallons per 100 square feet.	X	
1.57.06 Apply two-coat, elastomeric coating, 2 gallons per 100 square feet, each coat, with primer, if necessary.	X	
1.58 Built-up roof, surface with aluminum coating or paint		
1.58.01 Apply primer to surface as recommended by manufacturer.	X	
1.58.02 Install aluminum reflective coating to roof surface at rate of 1 gallon per 150 square feet. Minimum of two coats required.	X	
1.59 Built-up roofing repairs; fibered asphalt mastic, brush or trowel grade, with fiberglass mesh		
1.59.01 Built-up roofing repairs shall use asphalt mastic, reinforcement mesh, and primer.	X	
1.59.02 Apply an 1/8" thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply second layer of mastic and install second layer of mesh extending 1" past last layer in all directions.	X	
1.59.03 Install same number of plies as removed, or at a minimum 2 plies.	X	
1.60 Built-up roofing repairs; elastomeric or pitch-based mastic, with fiberglass mesh		
1.60.01 Apply an 1/8" thick layer of mastic over repair area. Brush in reinforcement mesh removing all wrinkles. Apply second layer of mastic and install second layer of mesh extending 1" past last layer in all directions.	X	
1.60.02 Install same number of plies as removed, or at a minimum 2 plies.	X	
1.61 Built-up roofing restoration, coal tar pitch roofs		
1.61.01 Remove gravel and repair defects, as necessary.	X	
1.61.02 Built-up roofing restoration shall use mastics, as needed.	X	
1.61.03 Material is to be spray applied, unless manufacturer only recommends brushing. A mechanical pump with a minimum ratio of 11:1 is to be used for material delivery.	X	
1.61.04 Apply coal tar, 8 gallons per 100 square feet, or as recommended by manufacturer.	X	
1.61.05 Warm material for ease of delivery, but shall not exceed 110°F. The material shall not be thinned in any manner.	X	
1.61.06 Round white river rock, size 6, 1/2", shall be spread evenly on the treated mark surface at the rate of 500 lbs. per 100 square feet. The aggregate shall be clean and new.	X	
1.61.07 If a portion of roof mat is designed for re-saturation, then only the same size and type of aggregate shall be replaced.	X	
1.62 Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs		
1.62.01 Remove gravel and repair defects as necessary.	X	
1.62.02 Apply mastics, as needed.	X	
1.62.03 Cold apply odorless base coal tar, 8 gallons per 100 square feet, or as recommended by manufacturer.	X	
1.62.04 Material is to be spray applied, unless manufacturer only recommends brushing. A mechanical pump with a minimum ratio of 11:1 is to be used for material delivery.	X	
1.62.05 Warm material for ease of delivery, but shall not exceed 110°F. The material shall not be thinned in any manner.	X	
1.62.06 Round white river rock, size 6, 1/2", shall be spread evenly on the treated mat surface at the rate of 500 lbs. per 100 square feet. The aggregate shall be clean and new.	X	
1.62.07 If a portion of roof mat is designed for re-saturation, then only the same size and type of aggregate shall be replaced.	X	
1.63 Single-ply roof, CSPE, 45 mils reinforced, mechanically fastened (15 year roof)		
1.63.01 Chlorosulfonated polyethylene (CSPE) membrane shall be of 45 mil, reinforced with high strength polyester scrim (10 x 10).	X	

1.63.02 Seam adhesive shall be contact adhesive as supplied by membrane manufacturer. Flash adhesive shall be one part elastomer.	X	
1.63.03 Seam sealer, one part white silicone as supplied by membrane manufacturer.	X	
1.63.04 Flashing sheet shall be CSPE, 45 mil, reinforced.	X	
1.63.05 Mechanical fastener used shall be as recommended by membrane manufacturer.	X	
1.63.06 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.63.07 Install mechanical fasteners and plates at top edge of sheet as recommended by manufacturer.	X	
1.63.08 Each run of roofing sheet to have a 6" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.63.09 Clean all laps with approved solvent.	X	
1.63.10 Adhere seams and end laps with contact adhesive, as recommended by manufacturer.	X	
1.63.11 Roll lap with 2" steel roller to ensure positive adhesion.	X	
1.63.12 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.63.13 Caulk at exposed edges of flashings and field seams with silicone sealant, as specified by manufacturer.	X	
1.64 Single-ply roof, CSPE, 60 mils reinforced, mechanically fastened (15 year roof)		
1.64.01 CSPE membrane shall be 60 mil, reinforced with high strength polyester scrim (10 x 10).	X	
1.64.02 Seam adhesive shall be contact adhesive as supplied by membrane manufacturer. Flash adhesive shall be one part elastomer.	X	
1.64.03 Seam sealer, one part white silicone as supplied by membrane manufacturer.	X	
1.64.04 Flashing sheet shall be CSPE, 60 mil, reinforced.	X	
1.64.05 Mechanical fastener used shall be as recommended by membrane manufacturer.	X	
1.64.06 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.64.07 Install mechanical fasteners and plates at top edge of sheet as recommended by manufacturer.	X	
1.64.08 Each run of roofing sheet shall have a 6" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.64.09 Clean all laps with approved solvent.	X	
1.64.10 Adhere seams and end laps with contact adhesive, as recommended by manufacturer.	X	
1.64.11 Roll lap with 2" steel roller to ensure positive adhesion.	X	
1.64.12 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.64.13 Caulk at exposed edges of flashings and field seams with silicone sealant, as specified by manufacturer.	X	
1.65 Single-ply roof, TPA, 45 mils, fully adhered with bonding adhesive (15 year roof)		
1.65.01 Tri-Polymer alloy (TPA) membrane shall be 45 mil.	X	
1.65.02 All field seams shall be clean and dry prior to initiating any field welding.	X	
1.65.03 Surfaces to receive bonding adhesive shall be clean, dry, and free from oil, grease, or other contaminants.	X	
1.65.04 Flashing sheet shall be TPA, 45 mil.	X	
1.65.05 Bonding adhesive used shall be as recommended by adhesive manufacturer.	X	

1.65.06	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.65.07	Each run of roofing sheet shall have a 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.65.08	Clean all laps with approved solvent.	X	
1.65.09	Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.65.10	Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.66	Single-ply roof, TPA, 60 mils, fully adhered with bonding adhesive (20 year roof)		
1.66.01	TPA membrane shall be 60 mil.	X	
1.66.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.66.03	Surfaces to receive bonding adhesive shall be clean, dry, and free from oil, grease, or other contaminants.	X	
1.66.04	Flashing sheet shall be TPA, 60 mil.	X	
1.66.05	Bonding adhesive used shall be as specified by adhesive manufacturer.	X	
1.66.06	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.66.07	Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.66.08	Clean all laps with approved solvent.	X	
1.66.09	Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.66.10	Install flashing sheet in flashing adhesive to substrate, as recommended by manufacturer.	X	
1.67	Single-ply roof, TPA, 80 mils, fully adhered with bonding adhesive (20 year roof)		
1.67.01	TPA membrane shall be 80 mil.	X	
1.67.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.67.03	Surfaces to receive bonding adhesive shall be clean, dry, and free from oil, grease, or other contaminants.	X	
1.67.04	Flashing sheet shall be TPA, 80 mil.	X	
1.67.05	Bonding adhesive used shall be as recommended by adhesive manufacturer.	X	
1.67.06	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.67.07	Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.67.08	Clean all laps with approved solvent.	X	
1.67.09	Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.67.10	Install flashing sheet in flashing adhesive to substrate, as recommended by manufacturer.	X	
1.68	Single-ply roof, TPA, 45 mils, mechanically fastened (15 year roof)		
1.68.01	TPA membrane shall be 45 mil.	X	
1.68.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.68.03	Flashing sheet shall be TPA, 45 mil.	X	
1.68.04	Mechanical fastener used shall be as recommended by membrane manufacturer.	X	
1.68.05	Avoid wrinkles, reposition when necessary.	X	
1.68.06	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	

1.68.07	Mechanically attach underlying sheet at the lap to the structural deck with fasteners and barbed plates per manufacturer's instructions.	X	
1.68.08	Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.68.09	Clean all laps with approved solvent.	X	
1.68.10	Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.68.11	Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.69	Single-ply roof, TPA, 60 mils, mechanically fastened (20 year roof)		
1.69.01	TPA membrane shall be 60 mil.	X	
1.69.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.69.03	Flashing sheet shall be TPA, 60 mil.	X	
1.69.04	Mechanical fastener used shall be as recommended by membrane manufacturer.	X	
1.69.05	Avoid wrinkles, reposition when necessary.	X	
1.69.06	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.69.07	Mechanically attach underlying sheet at the lap to the structural deck with fasteners and barbed plates per manufacturer's instructions.	X	
1.69.08	Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.69.09	Clean all laps with approved solvent.	X	
1.69.10	Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.69.11	Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.70	Single-ply roof, TPA, 80 mils, mechanically fastened (20 year roof)		
1.70.01	TPA membrane shall be 80 mil.	X	
1.70.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.70.03	Flashing sheet shall be TPA, 80 mil.	X	
1.70.04	Mechanical fastener used shall be as recommended by membrane manufacturer.	X	
1.70.05	Avoid wrinkles, reposition when necessary.	X	
1.70.06	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.70.07	Mechanically attach underlying sheet at the lap to the structural deck with fasteners and barbed plates per manufacturer's instructions.	X	
1.70.08	Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.70.09	Clean all laps with approved solvent.	X	
1.70.10	Roll lap with 2" silicon roller to ensure positive adhesion.	X	
1.71	Single-ply roof, TPA fleece back, 45 mils, fully adhered with hot asphalt (15 year roof)		
1.71.01	TPA membrane shall be 45 mil fleece back.	X	
1.71.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.71.03	Flashing sheet shall be TPA, 45 mil.	X	
1.71.04	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer 1/2".	X	
1.71.05	Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	

1.71.06 Clean all laps with approved solvent.	X	
1.71.07 Roll lap with 2" silicon roller to ensure positive adhesion.	X	
1.71.08 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.72 Single-ply roof, TPA fleece back, 60 mils, fully adhered with hot asphalt (20 year roof)		
1.72.01 TPA membrane shall be 60 mil fleece back.	X	
1.72.02 All field seams shall be clean and dry prior to initiating any field welding.	X	
1.72.03 Flashing sheet shall be TPA, 60 mil.	X	
1.72.04 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.72.05 Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.72.06 Clean all laps with approved solvent.	X	
1.72.07 Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.72.08 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.73 Single-ply roof, TPA fleece back, 80 mils, fully adhered with hot asphalt (20 year roof)		
1.73.01 TPA membrane shall be 80 mil fleece back.	X	
1.73.02 All field seams shall be clean and dry prior to initiating any field welding.	X	
1.73.03 Flashing sheet shall be TPA, 80 mil.	X	
1.73.04 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.73.05 Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.73.06 Clean all laps with approved solvent.	X	
1.73.07 Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.73.08 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.74 Single-ply roof, TPO, 45 mils, fully adhered with bonding adhesive (15 year roof)		
1.74.01 Thermoplastic polyolefin (TPO) membrane shall be 45 mil.	X	
1.74.02 All field seams shall be clean and dry prior to initiating any field welding.	X	
1.74.03 Flashing sheet shall be TPO, 45 mil.	X	
1.74.04 Bonding adhesive used shall be as specified by adhesive manufacturer.	X	
1.74.05 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.74.06 Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.74.07 Clean all laps with approved solvent.	X	
1.74.08 Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.74.09 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.75 Single-ply roof, TPO, 60 mils, fully adhered with bonding adhesive (20 year roof)		
1.75.01 TPO membrane shall be 60 mil.	X	
1.75.02 All field seams shall be clean and dry prior to initiating any field welding	X	
1.75.03 Flashing sheet shall be TPO, 60 mil.	X	
1.75.04 Bonding adhesive used shall be as recommended by manufacturer.	X	

1.75.05	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.75.06	Each run of roofing sheet shall have an approximate 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.75.07	Clean all laps with approved solvent.	X	
1.75.08	Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.75.09	Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.76	Single-ply roof, TPO, 80 mils, fully adhered with bonding adhesive (20 year roof)		
1.76.01	TPO membrane shall be 80 mil.	X	
1.76.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.76.03	Flashing sheet shall be TPO, 80 mil.	X	
1.76.04	Bonding adhesive used shall be as recommended by manufacturer.	X	
1.76.05	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.76.06	Mechanically attach underlying sheet at the lap to the structural deck with fasteners and barbed plates per manufacturer's instructions.	X	
1.76.07	Each run of roofing sheet shall have a 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.76.08	Clean all laps with approved solvent.	X	
1.76.09	Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.76.10	Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.77	Single-ply roof, TPO, 45 mils reinforced, mechanically fastened (15 year roof)		
1.77.01	TPO membrane shall be 45 mil.	X	
1.77.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.77.03	Flashing sheet shall be TPO, 45 mil.	X	
1.77.04	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.77.05	Each run of roofing sheet shall have a 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.77.06	Clean all laps with approved solvent.	X	
1.77.07	Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.77.08	Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.78	Single-ply roof, TPO, 60 mils reinforced, mechanically fastened (20 year roof)		
1.78.01	TPO membrane shall be 60 mil.	X	
1.78.02	All field seams shall be clean and dry prior to initiating any field welding.	X	
1.78.03	Flashing sheet shall be TPO, 60 mil.	X	
1.78.04	Mechanical fastener used shall be as recommended by manufacturer.	X	
1.78.05	Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.78.06	Each run of roofing sheet shall have a 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.78.07	Clean all laps with approved solvent.	X	
1.78.08	Roll lap with 2" silicone roller to ensure positive adhesion.	X	

1.78.09 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.79 Single-ply roof, TPO, 80 mils reinforced, mechanically fastened (20 year roof)		
1.79.01 TPO membrane shall be 80 mil.	X	
1.79.02 All field seams shall be clean and dry prior to initiating any field welding	X	
1.79.03 Flashing sheet shall be TPO, 80 mil.	X	
1.79.04 Mechanical fastener used shall be as recommended by manufacturer.	X	
1.79.05 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.79.06 Each run of roofing sheet shall have a 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.79.07 Clean all laps with approved solvent.	X	
1.79.08 Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.79.09 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.80 Single-ply roof, TPO, 45 mils, fully adhered with hot asphalt (15 year roof)		
1.80.01 TPO membrane shall be 45 mil.	X	
1.80.02 All field seams shall be clean and dry prior to initiating any field welding.	X	
1.80.03 Flashing sheet shall be TPO, 45 mil.	X	
1.80.04 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.80.05 Each run of roofing sheet shall have a 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.80.06 Clean all laps with approved solvent.	X	
1.80.07 Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.80.08 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.81 Single-ply roof, TPO, 60 mils, fully adhered with hot asphalt (20 year roof)		
1.81.01 TPO membrane shall be 60 mil.	X	
1.81.02 All field seams shall be clean and dry prior to initiating any field welding.	X	
1.81.03 Flashing sheet shall be TPO, 60 mil.	X	
1.81.04 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	
1.81.05 Each run of roofing sheet shall have a 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.81.06 Clean all laps with approved solvent.	X	
1.81.07 Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.81.08 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.82 Single-ply roof, TPO, 80 mils, fully adhered with hot asphalt (20 year roof)		
1.82.01 TPO membrane shall be 80 mil.	X	
1.82.02 All field seams shall be clean and dry prior to initiating any field welding.	X	
1.82.03 Flashing sheet shall be TPO, 80 mil.	X	
1.82.04 Starting at low edge of roof, lay roofing sheet parallel to edge of roof. Outside edge to extend past outside edge of wood nailer by 1/2".	X	

1.82.05 Each run of roofing sheet shall have a 3" lap minimum. Lay all laps shingle fashion to permit drainage.	X	
1.82.06 Clean all laps with approved solvent.	X	
1.82.07 Roll lap with 2" silicone roller to ensure positive adhesion.	X	
1.82.08 Install flashing sheet in flashing adhesive to substrate as recommended by manufacturer.	X	
1.83 Single-ply roofing repairs (CSPE, PVC, and EPDM)		
1.83.01 Single ply roofing membranes shall use adhesives and sealants that match existing roofing system.	X	
1.83.02 Make repairs as necessary. Clean repair area. All work shall conform to existing system manufacturer's specifications.	X	
1.84 Flashing membrane, 2 ply, Type VI fiberglass		
1.84.01 Type VI fiberglass felt, meets current applicable ASTM standards, Class I.	X	
1.84.02 Asphalt, Type IV steep, meets current applicable ASTM standards, UL labeled.	X	
1.84.03 Install two plies of felts to flashing area and continuous mopping of specified asphalt at a rate of 30 lbs. per 100 square feet per ply.	X	
1.84.04 Felts not to extend over 12" above roof mat and not less than 8". Ply shall extend a minimum of 4" past toe of cant.	X	
1.84.05 Apply glaze coat of 15 lbs. on approved asphalt.	X	
1.84.06 Nail as recommended by manufacturer.	X	
1.85 Flashing membrane, 1 ply polyester and 1 ply modified bitumen		
1.85.01 Polyester heat stabilized roofing ply sheet that meets current applicable federal and ASTM standards, weight 3.1 lbs/100 square feet.	X	
1.85.02 Modified bitumen sheet, SBS elastomer with reinforcement. Thickness meets current applicable ASTM standards.	X	
1.85.03 Asphalt, Type IV steep, UL class A, meets current applicable ASTM standards.	X	
1.85.04 Install flashing ply as recommended by manufacturer in continuous mopping of asphalt at 30 lbs. per 100 square feet per ply. Not to exceed 12" height above roof, minimum height, 8" with 4" out from toe to cant.	X	
1.86 Flashing membrane, 2 ply, polyester		
1.86.01 Polyester heat stabilized roofing ply sheet that meets current applicable federal and ASTM standards.	X	
1.86.02 Aluminize, as recommended by manufacturer.	X	
1.86.03 Install flashing ply as recommended by manufacturer in continuous mopping of asphalt at 30 lbs. per 100 square feet per ply. Not to exceed 12" height above roof, minimum height, 8" with 4" out from toe to cant.	X	
1.87 Flashing membrane, CSPE		
1.87.01 Hypalon (CSPE) reinforced, or membrane of similar or equal performance, 0.045 thick elastomer molded with high strength polyester scrim that meets current applicable ASTM standards.	X	
1.87.02 Flashing elastomeric adhesive shall be one part, and shall meet current applicable ASTM standards.	X	
1.87.03 Heavy fibrated asphalt mastic with penetrating oils and plasticizing agents. UL approved, shall meet current applicable ASTM standards.	X	
1.87.04 Reinforced mesh (vinyl coated, woven glass scrim, weight 1.32 lb/100 square feet), tensile strength, 75 lbf. shall meet current applicable ASTM standards.	X	
1.87.05 Install elastomeric reinforced flashing membrane in a continuous application of adhesive at rate of 15 square feet per gallon.	X	
1.87.06 Remove all air, wrinkles, and voids.	X	
1.87.07 Flashings to extend 4" past toe of cant onto roof surface.	X	

1.87.08 Strip inner roof edge of flashing sheet with reinforced mesh and asphalt mastic.	X	
1.87.09 Install flashing per membrane manufacturer's recommendations.	X	
1.88 Polyurethane foam roofing		
1.88.01 Material is two component, with a minimum density, 2.75 pcf; minimum compression strength, 40 psi; minimum allowable slope, 1/4" to 12"; minimum thickness of foam, 1" for new, 1.5" for recover; minimum coating thickness (shall meet manufacturer's UL rated assemblies).	X	
1.88.02 Installation shall be smooth, free from ponding in excess of 1 square foot per 100 square feet, 24 hours after secession of moisture.	X	
1.88.03 Without exception, surfacing shall be installed the same day as the foam. Any foam left exposed overnight shall be completely removed and reapplied without any additional cost to member.	X	
1.88.04 Foam shall be install according to the accepted industry standards.	X	
1.88.05 Should random sampling (one sample per each 10,000 square feet over the entire project, minimum three samples) show an average deficiency of coating in excess of 5%, the entire area shall be recoated with an additional 15 mils, dry film thickness (DFT), at no additional cost to member. Should the foam itself be deficient in depth or weight in excess of 5%, it shall be removed and replaced at no additional cost.	X	
1.88.06 Polyurethane foam shall be installed over primed concrete decks, mechanically attached base sheets, and existing built-up roofs, according to the Uniform Building Code.	X	
1.88.07 To recover gravel roof systems, first remove all loose rock, dirt, and other debris. Prime roof as per manufacturers recommendation.	X	
1.88.08 No existing roof system may contain moisture or wet insulation prior to recover.	X	
1.88.09 Infrared analysis is required of all insulated recover applications prior to spraying to identify any concealed damage to roofing system. Damages shall be reported to member before application of coating.	X	
1.88.10 Minimum dry foam thickness: Acrylic, 30 mils, minimum fire rating, UL 790, Class A (shall meet manufacturer's UL rated assemblies).	X	
1.88.11 Minimum dry foam thickness: Silicone, 22 mils, minimum fire rating, UL 790, Class A (shall meet manufacturer's UL rated assemblies).	X	
1.89 Masonry – Brick or block, remove and reset, various project sizes		
1.89.01 Brick shall match existing in color and size. Common brick shall conform to current applicable ASTM standards C 216, grade MW, Type FBX.	X	
1.89.02 Type I Portland cement, masonry cement, fine aggregate clean natural sand, and hydrated lime shall meet current applicable ASTM standards.	X	
1.89.03 Admixture, shall be integral treatment to reduce water content and shrinkage.	X	
1.89.04 Mortar mix shall be an acceptable premix that meets ASTM standards, or be mixed at a ratio of 1/2/8 made from above materials using a minimum amount of water to make a workable mix.	X	
1.89.05 Using chisels, grinders, and hand tools, remove brick and/or joint.	X	
1.89.06 All removed and loose mortar shall be cleared from the repair area and dispose of waste per current applicable regulations. Repair area shall be cleaned prior to performing repairs.	X	
1.89.07 All units shall be laid with properly mortared vertical and horizontal joints. Units shall not be moved or shifted once put in place. All joints to be worked full with mortar.	X	

1.89.08 Joints to match existing, approximately 3/8", neatly concave and tooled.	X	
1.89.09 Masonry work shall be laid up in a running bond with reinforcement every 16" vertical.	X	
1.90 Coping stones, remove, replace, and/or reset		
1.90.01 Coping stones shall match existing in color and size.	X	
1.90.02 Type I Portland cement, masonry cement, fine aggregate clean natural sand, and hydrated lime meet current applicable ASTM standards.	X	
1.90.03 Admixture shall be integral treatment to reduce water content and shrinkage.	X	
1.90.04 Mortar mix shall be an acceptable premix that meets ASTM standards, or be mixed at a ratio of 1/2/8 made from above materials using a minimum amount of water to make a workable mix.	X	
1.90.05 Using chisels, grinders, and hand tools, remove brick and/or joint.	X	
1.90.06 Carefully remove copingstones. Remove all mortar and residue from parapet wall and dispose of waste per current applicable regulations.	X	
1.90.07 Mortar mix shall be 1/2/8 made from above materials using a minimum amount of water to make a workable mix.	X	
1.90.08 Mortar mix applied to the top of parapet shall not contaminate the face of the building.	X	
1.90.09 Set cleaned copingstones in place leaving 3/8" joint between stones.	X	
1.90.10 Waterproof joints and stones, as necessary.	X	
1.91 Remove standard metal decking		
1.91.01 Before work starts, area below work shall be protected and/or barricaded before deck removal begins.	X	
1.91.02 Remove deteriorated decking.	X	
1.91.03 Dispose of waste per current applicable regulations	X	
1.91.04 All decking shall be replaced and covered daily.	X	
1.92 Install metal decking		
1.92.01 Steel galvanized metal deck units, meets current applicable ASTM standards, Grade A; galvanizing.	X	
1.92.02 Use coated self-tapping deck screws.	X	
1.92.03 All welding shall meet current applicable American Welding Society Structural Welding Code.	X	
1.92.04 Paint shall be rust inhibitive. Existing deck shall be painted, where required.	X	
1.92.05 Install deck units and accessories in accordance with manufacturer's recommendations and final shop drawings.	X	
1.92.06 Place deck unit in straight alignment for entire length of run of cells and with close alignment between cells at ends of abutting units.	X	
1.92.07 Place deck units flat and square, secured to adjacent framing without warp or excessive deflection.	X	
1.92.08 Do not place deck units on concrete supporting structure until concrete is cured and is dry.	X	
1.92.09 Coordinate and cooperate with structural steel erector in locating decking bundles to prevent overloading of structural members.	X	
1.92.10 Fasten roof deck units to steel supporting members by not less than 1/2" diameter fusion welds or elongated welds of equal strength, spaced not more than 12" o.c. at supports, and at closer spacing where required for lateral force resistance.	X	
1.92.11 Use welding washers where recommended by deck manufacturer.	X	
1.92.12 Lock side laps of adjacent deck units between supports with screws on 36" centers.	X	
1.92.13 Provide reinforcement at opening to match, that which exists.	X	

1.93 Install steel plate		
1.93.01 Galvanized, 10 gauge steel or extra heavy-duty, 1/4" inch thick shall be installed.	X	
1.93.02 Cover limited openings in a deck.	X	
1.94 Counterflashing, galvanized, 24 gauge, 6" width		
1.94.01 Remove existing counterflashing, and dispose of waste per current applicable regulations.	X	
1.94.02 Sheet steel, meets current applicable ASTM standards, with 1.25 oz. per square foot galvanized coating, hemmed and with a 45° drip edge.	X	
1.95 Counterflashing, copper, 16 oz., 6" width		
1.95.01 Counterflashing shall be copper, meeting current applicable ASTM standards, hemmed and with a 45° drip edge.	X	
1.96 Metal edge, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange		
1.96.01 Remove existing counterflashing and dispose of waste per current applicable regulations.	X	
1.96.02 Edging material shall be steel, meeting current applicable ASTM standards, with 1.25 oz. per square feet galvanized coating.	X	
1.96.03 Fascia/eave shall be metal, with treated wood cant.	X	
1.96.04 Attach with approved fasteners, according to manufacturer recommendations.	X	
1.96.05 Install face to roof edge. Installation to comply with fascia manufacturer's recommendations.	X	
1.96.06 Flash (seal) fascia as recommended by manufacturer.	X	
1.97 Gravel stop, galvanized steel, 24 gauge, 6" face		
1.97.01 Gravel stop shall be steel, shall meet current applicable ASTM standards, with 1.25 oz. per square feet galvanized coating, 24 gauge.	X	
1.97.02 Solder shall meet current applicable ASTM standards, alloy grade Sn50A. Neutralize flux after soldering.	X	
1.97.03 Continuous cleat, 22 gauge sheet steel with 1.25 oz. per square feet galvanized coating.	X	
1.97.04 Fabricate and install gravel stop per current applicable SMACNA and NRCA standards.	X	
1.97.05 Set flashing in asphalt mastic 3" o.c.	X	
1.97.06 Strip flange per roofing system manufacturer's recommendations.	X	
1.98 Gutter, galvanized steel, ASTM 526, with 1.25 oz. / square foot galvanized coating or Kynar finish, 26 or 24 gauge, 5" box or ogee style		
1.98.01 Remove existing gutter and dispose of waste per current applicable regulations.	X	
1.98.02 Installation of gutters shall conform to current applicable SMACNA standards.	X	
1.98.03 Stiffeners shall be installed 36" o.c.	X	
1.99 Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish		
1.99.01 Installation of gutters shall conform with current applicable SMACNA and NRCA standards.	X	
1.99.02 Stiffeners shall be installed 36" o.c.	X	
1.100 Gutter, copper, 16 oz, half round, 5" - 6" wide		
1.100.01 Installation of gutters shall conform with current applicable SMACNA and NRCA standards.	X	
1.100.02 Stiffeners shall be installed 36" o.c.	X	
1.101 Downspouts, aluminum, .024" thick, 3" x 4", painted		
1.101.01 Remove existing downspouts and dispose of waste per current applicable regulations.	X	
1.101.02 Materials shall have two coats of factory applied baked-on enamel, color selected by member.	X	

1.102	Downspouts, GI or Copper, 26 or 24 gauge, various sizes		
1.102.01	Materials shall meet current applicable ASTM standards. Steel downspouts shall include a 1.25 oz. per square feet galvanized coating.	X	
1.102.02	Installation to match existing spouts.	X	
1.102.03	Install downspout strainer in gutter, where necessary.	X	
1.102.04	Downspout strainer shall be copper or galvanized steel.	X	
1.103	Metal flashing, step and apron flashing, 9" wide		
1.103.01	Metal flashing shall be 16 oz. copper or steel, with 1.25 oz. per square feet galvanized coating and shall meet current applicable ASTM standards.	X	
1.103.02	Installation shall conform with current applicable SMACNA and NRCA standards.	X	
1.104	Metal splash pan, 16 oz.		
1.104.01	Metal splash pan shall be 16 oz. copper or steel, with 1.25 oz. per square feet galvanized coating and shall meet current applicable ASTM standards.	X	
1.104.02	Installation shall conform with current applicable SMACNA and NRCA standards.	X	
1.104.03	Fabricate splash pans a minimum of 12" wide, 18" long, with 1" sides hemmed 1/2" on 3 sides.	X	
1.105	Metal trim, aluminum, .032" thick, painted		
1.105.01	Material shall have a Kynar, or equivalent finish.	X	
1.105.02	Fabricate and install metal trim to conform to building.	X	
1.105.03	Installation shall conform with current applicable SMACNA standards.	X	
1.106	Metal storm collar		
1.106.01	Material shall be 16 oz. copper; steel with 1.25 oz. per square feet galvanized coating; aluminum, .032"; or stainless steel, 26 gauge; meeting current applicable ASTM standards.	X	
1.106.02	Install storm collars over all pitched pockets per manufacturer's recommendations, using specified material.	X	
1.106.03	Install in cone shaped configuration per NRCA standards.	X	
1.107	Metal coping, 24 gauge galvanized steel or .050" aluminum, standing seam		
1.107.01	Steel, with 1.25 oz. per square feet galvanized coating, continuous cleat, 22 or 24 gauge, or .050" aluminum, meets current applicable ASTM standards.	X	
1.107.02	Install with fasteners as recommended by roofing system manufacturer.	X	
1.107.03	Fabricate coping cap with standing seams per SMACNA standards.	X	
1.107.04	Fascia edges to extend past wood a minimum of 1".	X	
1.107.05	Fasten face with continuous lock strip.	X	
1.107.06	Fasten backside with screws and neoprene washers 30" o.c.	X	
1.108	Demolition of plywood or standard decking, various sizes		
1.108.01	Before work starts, area below work shall be protected and/or barricaded before deck removal begins.	X	
1.108.02	Remove deteriorated decking, nails and fasteners, and dispose of waste per current applicable regulations.	X	
1.108.03	Inspect roof joists; repair or replace as needed.	X	
1.108.04	All decking shall be replaced and covered daily and comply with OSHA, EPA, and local building codes and regulations.	X	
1.109	Standard or Plywood decking, CDX, various thickness		
1.109.01	Plywood panels shall be identified with the American Plywood Association (APA) grade trademark and shall meet the current requirements of U.S. Products Standards for soft plywood construction.	X	
1.109.02	Plywood that has any edge or surface permanently exposed to weather shall be rated for this application.	X	

1.109.03	Plywood roof decking shall be grade C-D or better with exterior glue.	X	
1.109.04	Install with fasteners as recommended by roofing system manufacturer.	X	
1.109.05	Contract vendor shall verify that surfaces to receive decking are prepared and ready as recommended by roofing system manufacturer.	X	
1.109.06	Standard or plywood CDX decking shall be of a minimum thickness that meets federal, state, and/or local building codes. Other thicknesses that exceed the recommended building codes may be included.	X	
1.110	Standard 1" x 6" decking or 2" x 6" tongue and groove decking		
1.110.01	Wood decking shall be commercial grades with 15% maximum moisture content, single tongue and groove edges with FB-1200 psi, dry stamped.	X	
1.110.02	Nails shall meet current federal specifications for common nails, style 10, cement coated.	X	
1.110.03	Install decking continuous over multiple supports.	X	
1.110.04	Drive deck members tight using short block; do not hammer tongue.	X	
1.110.05	Nail each member to support with two 30d common blind and face nail for decking up to 2 1/4" thick and 40d common blind and face nail for decking 2 3/4" to 3" thick.	X	
1.110.06	Toenail groove to tongue at 40 to 50 degree angle starting at 1/4" from groove edge. Nail to each purlin using 8d common nails.	X	
1.111	Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8"		
1.111.01	Wood fiberboard shall meet current applicable ASTM standards, and be asphalt impregnated.	X	
1.111.02	Type III steep asphalt shall meet current applicable ASTM standards, and UL Class A.	X	
1.111.03	Install wood fiber cants set in a continuous mopping of steep asphalt at a rate of 25 lbs. per 100 square feet.	X	
1.112	Cants, treated wood, 4" x 4" diagonal		
1.112.01	4 x 4 treated wood cut on bias to form cant strip. Southern Pine or fir, No. 2 or better grade, free from warping and decay. Pressure treated with either Chromated Copper Arsenate (CCA-C), Alkaline Copper Quat (ACQ-C, ACQ-D, ACQ-D Carbonate), Micronized Copper Quat (MCQ), Copper Azole (CA-B & CA-C, (micro)CA-C), and/or Sodium Borates (SBX/DOT) to meet current AWPB standards for retention and be appropriately stamped for verification.	X	
1.112.02	Nails shall meet current federal specifications for common nails, style 10, cement coated.	X	
1.112.03	Install treated cant to wood nailer 16" o.c. and fastened to walls as recommended by roofing system manufacturer.	X	
1.112.04	Top edge shall be flush with wall with corners mitered to fit snug.	X	
1.113	Nailer, treated wood, various sizes		
1.113.01	1 x 4, 2 x 4 or 2 x 6 treated wood. Southern Pine or fir, No. 2 or better grade, free from warping and decay. Pressure treated with either, Chromated Copper Arsenate (CCA-C), Alkaline Copper Quat (ACQ-C, ACQ-D, ACQ-D Carbonate), Micronized Copper Quat (MCQ), Copper Azole (CA-B & CA-C, (micro)CA-C), and/or Sodium Borates (SBX/DOT) to meet American Wood Preservers Bureau (AWPB), LP22, 0.40 retention and be appropriately stamped for verification.	X	
1.113.02	Nails shall meet current federal specifications for common nails, style 10, cement coated.	X	

1.113.03	Fasten blocking with approved fasteners in two rows staggered on 24" centers.	X	
1.114 Curbing, treated wood, 2" x 12"			
1.114.01	2 x 12 treated wood. Southern Pine or fir, No. 2 or better grade, free from warping and decay. Pressure treated with either Chromated Copper Arsenate (CCA-C), Alkaline Copper Quat (ACQ-C, ACQ-D, ACQ-D Carbonate), Micronized Copper Quat (MCQ), Copper Azole (CA-B & CA-C, (micro)CA-C), and/or Sodium Borates (SBX/DOT) to meet current AWPB standards for retention and be appropriately stamped for verification.	X	
1.114.02	Nails shall meet current federal specifications for common nails, style 10, cement coated.	X	
1.114.03	Nail or screw curb in place using applicable fastener for deck type.	X	
1.115 Joist, fir, various sizes			
1.115.01	2 x 6 or 2 x 10 fir, standard grade or better for light framing; grade 2 or better for structural framing.	X	
1.115.02	Nails shall meet current federal specifications for common nails, 16d, style 10, coated.	X	
1.115.03	All bolts, lag screws, and toggle bolts shall meet current applicable ASTM standards, Grade A, or B, and federal specifications.	X	
1.115.04	Install new joist with crowned edge up.	X	
1.115.05	Support ends of each member minimum 3" of bearing on wood.	X	
1.115.06	Lap framing members from opposite side of beams, minimum 4".	X	
1.115.07	Support joist alternately at ends with solid blocking, 2" thick by depth of joist, between members crossing bearing joint.	X	
1.115.08	When nominal depth to thickness ratio of joist exceeds 6, install bridging at 8' intervals.	X	
1.115.09	Double rafters at roof openings to provide headers and trimmers and support with metal hangers following local building code.	X	
1.116 Pre-engineered Standing Seam Metal Roof System (SSMRS), products (20 year roof)			
1.116.01	Pre-engineered metal roofs shall be systems with high locking ribs and concealed fastener clips that will allow the roof to experience natural expansion and contraction without damage to the seams or fasteners.	X	
1.116.02	When possible, the SSMRS installed shall be manufactured by one company. If the manufacturer is not the contract vendor, the SSMRS system shall have the same warranty as other systems offered on this contract.	X	
1.116.03	Contract vendor or installing subcontractor shall be certified or approved by the manufacturer of the SSMRS for installations. Certifications or manufacturer approvals shall be provided to member upon request.	X	
1.116.04	The design dead load shall be determined by the manufacturer, and shall not exceed the design load of the structure, as determined by structural analysis.	X	
1.116.05	Panels and concealed anchor clips shall be capable of resisting a 200 pound concentrated load at mid-span on a 12-inch wide section of deck. The panels shall support the combined dead load and live load without buckling or permanent distortions. Panel deflection shall not exceed 1/180 th of the span between supports.	X	
1.116.06	Wind uplift loads shall meet or exceed current FM standards. Thermal loads shall allow a 200-degree temperature range without damage to the structure.	X	
1.116.07	Structural cold-formed steel framing members and their connections shall be in conformance to current AISI standards.	X	

1.116.08	Steel roof panels shall be designed in compliance with AISI SG-673; aluminum panels shall be designed in accordance with current AA, ASD standards, ASD-1 and AA ASD-30. On roofs with less than 30' of unbroken slope, panels shall be sufficiently long to cover the entire length. When length of run exceeds 30' and panel splices are provided, each sheet in the run shall extend over three or more supports. (Sheets longer than 30' may be provided, if approved by the member.) Sheets shall cover not more than 16" in place. SSMRS with panels in excess of 12" in width shall have standing seams rolled during installation by an electrically driven seaming machine. Standing seams shall be not less than 2" in height. Sheets shall be square-cut or miter-cut (except for gable end wall sheets that may be customized, as necessary). Roof panels shall have a factory color finish of a polyvinylidene fluoride coating not less than 0.8 mil over a primer coat with a dry film thickness of 0.3 mils on the exposed sides. Shall be available in various colors. The interior prime coat shall not be less than 0.3 mils of primer.	X	
1.116.09	Sheets shall meet or exceed the current applicable ASTM 1000-hour test for humidity, and salt spray test minimums; the panels shall show no evidence of fracturing, weathering, cracking, peeling, blistering, loss of adhesion or corrosion. Factory painted sheets shall be impact resistant, resistant to abrasion, have a specular gloss of 20 or less at an angle of 60 degrees and be resistant to pollution in accordance with current applicable ASTM standards.	X	
1.116.10	Accessories shall be capable of resisting the specified design wind uplift loads and shall allow for expansion and contraction of the panels. Any exposed fasteners shall not restrict the free movement of the roof panel system. Flashing, gutters, soffits, fascias, trim, metal closures strips, caps, and similar metal accessories shall be not less than the minimum thickness specified for the roofing panels and shall be color coordinated. Molded closure strips shall be closed-cell or solid-cell synthetic rubber or neoprene, or pre-molded polyvinyl chloride to match configuration of the covering. Accessories shall not absorb or retain water or snow. Thermal spacer blocks and other thermal barriers at concealed clip fasteners shall be as recommended by the manufacturer. Gutter liner products including, but not limited to: adhesives, splicing cements, solvents, and sealants shall be only those recommended by the manufacturer. Prefabricated shaped flashings shall be used when possible. Sheared edges shall be hemmed. Membranes shall be ultra-violet resistant materials and shall conform to current applicable ASTM standards, Grade 1: EPDM Type 1, Class SR, and 0.060" minimum thickness.	X	
1.116.11	Fasteners shall be zinc-coated steel, aluminum, corrosion resistant steel, or nylon capped steel, as recommended by the manufacturer. All exposed metal roof fasteners shall have the same coating and thickness of coating as the panels. Any exposed metal roof fasteners shall be gasketed or have gasketed washers on the exterior side of the covering to waterproof the penetration. Washers shall be neoprene or other equally durable elastomeric material approximately 1/8" thick. Screws and bolts shall be as recommended by the manufacturer. Bolts shall have locking washers and nuts. Blind screw-type expandable fasteners shall be not less than 1/4" diameter; blind pop rivets shall be at least 9/32" diameter.	X	

1.116.12	Where applicable, contract vendor shall use insulation with an R-value as high as practical and allowed by the manufacturer. Insulation shall be flame resistant. Rigid board insulation shall conform to current applicable ASTM standards.	X	
1.116.13	Concealed anchor clips shall be as recommended by the manufacturer. Clip bases shall have factory drilled or punched holes; clips used with panel width greater than 12" shall be made from multiple pieces to permit thermal expansion.	X	
1.116.14	Gaskets and insulating compounds shall be non-absorptive and suitable for insulating contact points of incompatible materials. Insulating compounds shall be non-running after drying.	X	
1.116.15	If the system design calls for subpurlins, they shall meet manufacturer's requirements. The uncoated thickness may be a minimum of 0.059" if bolts or structural blind fasteners are used to attach the concealed anchor clips to the subpurlins.	X	
1.116.16	A vapor retarder material of polyethylene sheeting that conforms to current applicable ASTM standards shall be used. A fully compatible tape shall provide equal or better water vapor control, if used.	X	
1.116.17	The contract vendor shall provide, upon request to the member, the following certifications: 1) that the actual thickness of the uncoated steel sheets used on the SSMRS components including roof panels, subpurlins, and concealed anchor clips comply with the specifications; 2) that the materials used in the installed components are made from certified steel coil materials; 3) that the SSMRS covered by the test report is, in fact, the same type, quality and manufacture as that specified; 4) that the sheets to be furnished are produced under a continuing quality control program and that a representative sample consisting of not less than five (5) pieces has been tested and has met the quality standards specified for factory color finish; 6) mill certification for structural bolts and roof panels.	X	
1.116.18	Prior to installation, panels that are damaged or discolored shall be removed from the worksite; member shall not be charged for damaged, discolored, or improperly ordered panels or accessories.	X	
1.116.19	Panels with improperly drilled holes shall not be used in the construction. No panels or parts will be installed that have metal cuttings, hazardous burrs, or exposed foreign material.	X	
1.116.20	Sub-purlins shall be anchored to the purlins or other roof members with bolts or screws, per federal, state, or local building codes.	X	
1.116.21	Spacing shall not exceed 30" o.c. at the corners, eaves, and roof edges. Spacing shall not exceed 60" (5') for the remainder of the roof, unless specified by a structural engineer.	X	
1.116.22	Panels shall be installed with the standing seams in the direction of the roof slope.	X	
1.116.23	Side seam connections for installed panels shall be completed at the end of each day's work	X	
1.116.24	Sealant shall be applied, as recommended by the manufacturer to achieve water-tight roofing.	X	
1.116.25	End flaps shall be made over framing members.	X	
1.116.26	Closures, flashings, EPDM rubber boots, and other accessories shall be installed, as per shop drawings.	X	
1.116.27	Exposed fasteners shall be installed in straight lines and shall be permitted only at the rakes, eaves, panel splices, and where required to attach flashings, gutter, and similar accessories.	X	
1.116.28	Roof panels may be formed from factory-color-finished steel coils at the worksite. Seam sealant shall be part of roll forming process either at factory or during site forming.	X	

1.116.29	Roof panels shall be fastened to framing members with concealed fastening clips or other concealed devices.	X	
1.116.30	Clips shall be attached to the building's structural system or to the sub-purlins with bolts or screws.	X	
1.116.31	A general-purpose tape shall be installed over all the seams of the structural roof decking at any penetrating edges, and at all surface areas that exhibit sharp burrs or protrusions.	X	
1.116.32	A double ply of 6 mil polyethylene sheet shall be installed over the entire deck surface, resulting in 12 mil of covering.	X	
1.116.33	Manufacturer's recommended tape shall be used to seal the edges to the sheets to the decking, to the edge of the roof supporting structure, or to the sheet below.	X	
1.116.34	Sheet edges shall be overlapped not less than 6".	X	
1.116.35	Sufficient material shall be provided to avoid inducing stresses in the sheets due to stretching or binding.	X	
1.116.36	All tears or punctures that are visible in the finished surface at any time during the construction process shall be sealed with general-purpose tape.	X	
1.116.37	Insulation shall be installed as indicated by the manufacturer.	X	
1.116.38	Gutters shall terminate at least 1/2" away from vertical surfaces.	X	
1.116.39	Brackets and spacers shall be fastened to roof nailer by screws and shall interlock with or be fastened to the leading edge of the gutter.	X	
1.116.40	Spacers shall be 1/16" by 1" flat stock of the same material as the gutter.	X	
1.116.41	Brackets and spacers shall be alternated at not more than 36" o.c.	X	
1.116.42	Gutters shall be an integral part with roof construction along with high points equidistant from downspouts and shall have a slope of not less than 1/16 inch per foot.	X	
1.116.43	Metal gutters shall be complete and suitable for liner membrane installation before roofing has been started. Surfaces against which membrane is applied shall be smooth, clean, and free from dirt, water, cigarette ashes, oil, grease, sharp edges and other debris.	X	
1.116.44	Gutters shall have a liner of elastomeric membrane roofing that shall be fully adhered to the surfaces indicated.	X	
1.116.45	Liner membrane sheet widths shall be consistent with membrane attachment methods and wind uplift requirements.	X	
1.116.46	Liners shall be as large as necessary to minimize joints.	X	
1.116.47	Membrane used shall be free from defects and foreign material.	X	
1.116.48	Flashing work shall be coordinated to permit continuous gutter lining operations.	X	
1.116.49	Membrane shall not be installed in high wind, during a dust storm, during rain, snow, sleet, hail or when moisture or frost is on the deck or membrane, or if air temperature is below 40 degrees F or within 5 degrees of the dew point.	X	
1.116.50	Prefabricated flashing shall be used, where possible.	X	
1.116.51	Sheared edges of metal flashings that contact the membrane shall be turned into a tight hem.	X	
1.116.52	Edges of gutter liner shall be flashed.	X	
1.116.53	Flashing shall be used at roof hips and valleys, at roof penetrations, in joints between a roof and a vertical wall, and in places necessary to direct the flow of water or to control moisture.	X	
1.116.54	The splice shall be sealed a minimum of 3" on each side of the fasteners that attach the membrane to the gutter.	X	

1.116.55	The installed flashing shall be fastened at the top of the flashing a maximum of 12" o.c. under metal counter-flashing on the high side of the gutter.	X	
1.116.56	Expansion joints shall be covered using elastomeric flashing in accordance with the manufacturer's recommendations. Contract vendor shall design gutter corners, ends, expansion joints and expansion joint spacing.	X	
1.116.57	Membrane shall be spliced to adjoining sheets using minimum 3" wide laps.	X	
1.116.58	Lap direction shall be such that water flow shall be over the lap.	X	
1.116.59	Membrane shall be free of crinkles, wrinkles or fishmouths. Mating surfaces shall be clean before joining.	X	
1.116.60	Joints shall be inspected over the entire length after completion and defective areas shall be resealed to provide a watertight installation.	X	
1.116.61	Damaged areas shall be removed and reapplied with new material.	X	
1.116.62	All work areas shall be protected from damage by other trades. After other trades are completed, any protective coverings shall be removed and the roof shall be inspected.	X	
1.116.63	Exposed SSMRS shall be cleaned at completion of installation. Debris, greases, oil films, and handling marks shall be removed.	X	
1.116.64	Exposed metal areas shall be free of dents, creases, waves, scratch marks, and solder or weld marks.	X	
1.116.65	Abraded or corroded spots on painted surfaces shall be wire brushed and touched up with the same material used in the original coating.	X	
1.116.66	Factory colored finishes shall be touched up as necessary with a paint recommended by the manufacturer.	X	
1.117	Roof specialties and accessories		
1.117.01	Aluminum, and steel hatches shall be available in various sizes, with insulation curb and top, Type S, or equivalent. Install and flash per manufacturer's recommendation.	X	
1.117.02	Remove existing roof drain, prepare roof mat in drain, install new drain, flashing and deck clamp, as necessary.	X	
1.117.03	Reflashing existing roof drain shall require asphalt primer 87, quick drying, 4 lb. sheet lead; reinforcement mesh, vinyl coated woven glass scrim, weight 1.32 lb/100 sf, tensile strength 75 lbf; asphalt mastic, heavy fiberated mastic with penetrating oils and plasticizing agents all meeting current applicable ASTM standards.	X	
1.117.04	Plumbingstack, 4 lb. lead flashing shall require asphalt primer, quick drying, 4 lb. sheet lead; asphalt mastic, heavy fiberated mastic with penetrating oils and plasticizing agents, 105° (degree of arc) flash point, all meeting current applicable ASTM standards. Install lead plumbing, stack flashing, prime flashing flange and flash the flange as recommended by membrane manufacturer.	X	
1.117.05	Scuppers shall be sheet steel, minimum 24 gauge, match existing configuration, with 1.25 oz. per square feet galvanized coating; use alloy grade Sn50A solder, all meeting current applicable ASTM standards. Installation shall be as recommended by manufacturer.	X	
1.117.06	Walkways for built up roofs shall be modified cap sheet walkway that shall neither curl nor shrink. Install walkway sheet into a continuous and solid mopping of Type IV asphalt, as recommendation by manufacturer.	X	
1.117.07	Roof ventilators shall be installed per roofing system manufacturer's recommendations.	X	

1.117.08	Pitch pockets shall be minimum 24 gauge, various sizes, with storm collar. Materials shall meet current applicable SMACNA or NRCA specifications. Installation shall be per membrane manufacturer. Caulk with approved sealant. Repair of pitch pockets shall be with asphalt mastic crown 1/2 to shed water, size 4" x 4".	X	
1.117.09	Termination bar shall be 1/4" x 1" extruded aluminum with caulking cup, with fasteners Type II, Style 20, roofing nails; 6061-913, flat head, diamond point, round, barbed shank to wood curbing and lead anchors 1/4" x 1" diameter by specified length to masonry/concrete all meeting current applicable ASTM standards. Installation shall be 8" o.c.	X	
1.117.10	Expansion joints shall be butyl or neoprene bellows, galvanized flange, CSPE reinforced or equal. Install with fasteners as recommended by manufacturer.	X	
1.117.11	Repair kits shall be available for wet or dry repairs. Kit shall include, but not be limited to; One 3-gallon pail with safety label, one roll reinforcing mesh, 6" by 100', one roofing knife, one 3" paint brush, one 2" margin trowel, two gallons of reinforced flashing mastic, one 4" stiff bristle brush, one gallon roofing primer and wet patch, fiber reinforced mastic.	X	
1.117.12	Skylights shall be curb mounted, with curbs a minimum of 8" above the finished roof, per the instructions of the skylight manufacturer. Skylights shall be available in a variety of styles, sizes, and functions.	X	
1.117.13	Safety/security grill retrofitting shall be available for existing skylights. Safety/security grill shall be securely fastened to building framing and/or skylight curb. All corners shall be mitered and TIG welded for leak proof properties. Frame shall include integral condensation gutter. Frame assembly shall allow for inclusion of an internal channel, allowing for a daylight control device.	X	
1.117.14	Refurbishing of existing skylights shall include replacement outer skylight dome. Replacement outer dome shall meet or exceed original material in strength and light transparency properties. Internal diffuser lens shall also meet or exceed original material in strength and light emitting properties. Skylight curb shall meet or exceed original material in construction properties.	X	
1.117.15	Refurbishing of existing skylights shall include a safety/security grill. Grill material shall be securely fastened to building framing and/or skylight curb. Refurbished skylight frame shall be either extruded aluminum or one-piece spun aluminum, depending on the skylight shape.	X	
1.117.16	Refurbishing of existing skylights may include a daylight control device. Device shall either be a shade roller, or ridged type.	X	
1.117.17	Refurbishing of existing skylights shall include light tunnel and shaft inspection and repair.	X	
1.118	Roof ladder, steel, bolted to concrete, up to 20 feet, with or without cage		
1.118.01	Fixed ladder with walk-thru handrails. Ladders are designed for applications where safe landing access is required. Ladders are one-piece welded assemblies for use in applications less than 20 feet in vertical height.	X	
1.118.02	Side members are 1/4" x 2" x 2" steel angle with 3/4" corrugated steel round climbing rungs on 12" centers. Standoff mounting brackets are 7".	X	
1.118.03	Walk-thru handrails extend 42" above landing surface, mounting brackets included. Gray lacquer finish is standard. Safety cages are designed to OSHA specifications with flared bottom opening for easy entry.	X	

1.118.04	Install roof access ladder where specified by member.	X	
1.118.05	All fastening, design, and height requirements to comply with current applicable regulations for access ladders.	X	
1.118.06	Security ladder guard is 6' long and is mounted directly over the ladder climbing rungs to prevent unauthorized use. Ladder guard shall have a one-piece continuous hinge and a lockable hasp.	X	
1.118.07	Mount ladder guard per manufacturer's instruction.	X	
1.119 Asbestos core testing and analysis of existing roofs			
1.119.01	Asbestos core test size shall be 2" x 2". Test shall be sent to accredited lab to produce report on asbestos content.	X	
1.119.02	Repair hole left by core sample.	X	
1.119.03	Analysis and evaluation of 14" x 14" roof core. Specific information such as tensile strength, membrane type, bitumen type and bitumen softening point shall be provided to determine whether a roof should be restored or replaced. Core shall be replaced after analysis has been performed.	X	
1.120 Non destructive roof scan			
1.120.01	Roof scan shall use infrared scanning equipment for rooftop analysis.	X	
1.120.02	Service shall include daytime inspection of roof area to be scanned with daytime photos of roof conditions.	X	
1.120.03	Nighttime infrared scan with painted lines of wet areas and verification of survey results using cores and moisture probes to verify infrared results.	X	
1.120.04	A comprehensive report that includes outline drawing of building showing wet insulation, results of core analysis, roof condition report, energy loss estimate.	X	
1.121 Other roofing services			
1.121.01	Daily full-time monitoring shall be offered for roofing, caulking, decking and waterproofing projects at time of application to ensure successful completion of the project. Written reports verifying how work is progressing shall be given to the member.	X	
1.121.02	Field/shop drawings shall be provided for roof drawings, sectional details, perimeter details and any other necessary detail.	X	
1.121.03	Contract vendor shall offer a ten-year (with options for five, fifteen or twenty-year) warranty on restoration services and products provided. Warranty shall cover material failure, leak repair, and workmanship. A copy of the warranty information shall be provided to the member upon acceptance of work.	X	
1.121.04	Contract vendor shall offer a ten-year (with options for fifteen or twenty-year) warranty on new and/or re-roof services and products provided. Warranty shall cover ten-year material and labor, flashings up to termination; blister repairs over 4 sf., and workmanship. Contract vendor shall also provide 2-year, 5-year, and 7-year inspection of roof with written report of condition. A copy of the warranty information shall be provided to the member upon acceptance of work, which shall include owner's maintenance items.	X	
1.121.05	To permit members to purchase products and supplies for roof repair work by in-house staff, manufacturer shall provide a complete list and price for all materials purchased without labor. A manufacturer's suggest retail or list price schedule may be provided.	X	

<p>1.121.06 Annual or semi-annual roof housekeeping and inspection service shall include, but not be limited to: clean and properly dispose of all debris from the roof membrane, gutters and scuppers; repair tears, splits, and breaks in membrane flashings made with appropriate materials, loose cleats and clips re secured, exposed fasteners resealed; repair base flashings, curb flashings, equipment flashings, drains, drain sumps and scuppers and the roof membrane, as needed; caulking as required, sealing open areas and voids; dress up reflective coatings on flashings and new repair work. Work shall be provided annually or semi annually, on a mutually agreed upon schedule between the contract vendor and the member.</p>	X	
<p>1.121.07 Roof investigation, repair, housekeeping shall include, but not be limited to: tracing source of leaks; repair leaking roof, if inspection determined minor repairs shall stop the leak.</p>	X	
<p>1.121.08 Annual maintenance and preventive maintenance plans shall include all detailed services to be provided to the member. Contract vendor shall include pricing for these plans in their electronic pricing workbook.</p>	X	

***Exceptions/deviations must be listed on the *Scope of Work/Services and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work/Services and Specifications Acceptance Form

Place after Tab 1e

Signature on page 95 certifies complete acceptance of the Scope of Work/Services and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work/Services and Specifications:

- We take no exceptions/deviations to the Scope of Work/Services and Specifications.**

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Work/Services and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work/Services or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

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

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions and Standard Terms and Conditions for Construction that appear on pages 75 - 93. Please review them and complete the *Special Terms and Conditions Specifications Acceptance Form* (page 95).

1. DELIVERY

- 1.1. 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.
- 1.2. Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.
- 1.4. 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.
- 1.5. 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. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

2. EVALUATION & AWARD

- 2.1. Total costs:** Total member costs include energy, facilities, repair costs, present values of money, contract vendor charges, personnel costs and all other identifiable member costs. Contract vendor charges include all the costs of contract vendor support, materials, transportation and all other identifiable costs associated with the bid. Contract vendor costs means the costs of all hardware, materials, software, transportation, contract vendor support and all other identifiable costs associated with the bid. Contract vendor support means services provided by the contract vendor, such as consulting, education, training, management of the system purchased and other integration and maintenance support.

3. FORM OF CONTRACT

- 3.1. Contract vendor contract documents:** Mohave will review proposed contract vendor contract documents. Contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them. 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.
- 3.2. 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.
- 3.3. 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.

4. INSTALLATION

4.1. HVAC and other equipment removal, reinstall and/or relocate: Air conditioning units and other roof equipment shall be moved as required for roof installation and in accordance with plans and specifications. When roof units are moved, they shall be placed into a protected area so as not to damage any part or component.

An HVAC mechanical, electrical and plumbing contractor properly licensed to perform such work shall perform all disconnections, reconnections and minor work. Any damage caused by the disconnection, storage, or reconnection of roof equipment shall be repaired at no additional cost to the member.

4.2. Roofing products and systems: Roofing product and system installations shall be done in a reasonable amount of time and be scheduled directly with the member. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals. All roof systems offered and installed shall meet all applicable federal and state building codes. Contract vendor shall agree that all systems installed shall be 100% asbestos free, have UL labels and be warranted by the contract vendor for, at minimum, a ten-year period (excluding 5-year roofing systems).

Contract vendor shall not permit any building to be occupied while being re-roofed with a liquid roofing system (spray polyurethane).

Workmanship shall be superior and comply with National Roofing Contractors Association (NRCA), Underwriters Laboratory (UL) and roofing material manufacturer's guidelines and specifications.

Upon completion of a roof replacement and member acceptance, contract vendor shall deliver to the member, at minimum, a ten (10) year roofing system warranty (excluding 5-year roofing systems) and owner's manual. Contract vendor shall, at predetermined points during the term of this warranty, inspect and provide a written executive summary for the member.

5. INSURANCE

5.1. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of not less than \$5,000,000 per occurrence. Evidence of the required insurance shall be provided by means of a certificate of insurance with your bid. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contact. A certificate naming Mohave as the certificate holder, or a sample certificate may be provided. However, before any orders are processed, contract vendor must provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

5.2. 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 and member.

5.3. 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 state statute and evidenced by a certificate of insurance.

6. MAINTENANCE FACILITIES AND SUPPORT

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

7. 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, that bidder is authorized to submit a bid on such equipment, and which guarantees that should bidder fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

8. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

Bid acceptance period: A bid submitted in response to this solicitation shall be valid and irrevocable for one hundred twenty (120) days after opening time and date.

9. OVERVIEW

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

9.2. 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 (i.e. – 10 % of contract award) is not acceptable.

9.3. Bonding Capacity - The required minimum single job bonding capacity for this contract shall be \$1,750,000. Provide a letter from your bonding agency describing your current bonding capacity (single and aggregate levels) and how much bonding capacity will be available for this contract. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it may render your bid nonresponsive. **Place letter from bonding agency after Tab 1f.**

9.4. Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

10. PRICING

10.1. Administration fee: Mohave's 1% administration fee shall be included in bidder's net 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: The date a member's purchase order is received by Mohave and/or a contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. However, other factors may apply.

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

1. Percent of discount(s) off manufacturer's price list(s) or list price with economic adjustment (contingencies for economic price adjustments must be identified in the bid);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the bid); or
3. A combination of the above.

10.4. 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.

- 10.5. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 10.6. Discounts:** Discounts must clearly identify the percent of discount to apply to the price list. If multiple discounts apply, bidder shall clearly indicate the discounts and applicable materials or services. Bidder shall agree that there will be no reduction in discount(s) during the term of contract.
- 10.7. Effect of price:** No contract shall be awarded solely on the basis of price.
- 10.8. New price lists:** New price lists, and/or workbooks may be submitted for review throughout the term of the contract. Mohave will review new price lists, and/or workbooks to determine if the new prices or an alternative option is in the members' best interests. New price lists, and/or workbooks shall apply to the contract only upon approval from Mohave. New price lists, and/or workbooks found to be non-competitive at any time during the contract will be grounds for terminating the contract.
- 10.9. Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 10.10. Percent of discount as fixed price:** Percent of discount bids that are not based upon published price lists will be administered as fixed price contracts.
- 10.11. Price lists:** A copy of the latest edition of the price list to which discount shall be applied shall be included with bid. Bidder shall attach all applicable price lists. Submission of outdated price lists may result in rejection of bid.
- 10.12. Pricing increases and adjustment:** Bids shall include prices for any and all items. Prices shall be firm until each anniversary date of contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in 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 bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 10.13. 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. 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 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.
- Contract pricing based upon regions (as specified elsewhere in this solicitation or in approved contract pricing) may base price reductions upon those contract-approved regions. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract. Contract vendor shall offer Mohave any published price reduction during the contract period. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract. Contract vendor shall offer Mohave any published price reduction during the contract period.
- Contractor with pricing based upon regions (as specified elsewhere in this solicitation or in approved contract pricing) may base price reductions upon any or all contract-approved regions.
- 10.14. Price review:** Mohave will review requests for price adjustments to determine if the new prices or another option is in the members' best interests. New prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 10.15. Price workbook:** All bidders must complete the 13X roofing workbook titled "**13X roofing workbook.xlsx**". Provide a CD or similar electronic media device (DVD, USB thumb drive, etc.) with the completed workbook in your response. Paper copies of the workbook are required. Failure to provide and complete the 13X roofing workbook shall render your bid nonresponsive. **Place after Tab 3a.**
- If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

10.16. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE): Contract vendor may charge for transportation, mileage, lodging, M&IE, costs for out of area employees working in Arizona under this contract. Out of area is defined as 50 miles from the point of origin. 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 may 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.

10.17. Special pricing offers: Special pricing offers (i.e., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

10.18. Travel time, mobilization, and trip charges: Contract vendor may charge for travel time, mobilization, or trip charges under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in Arizona under this contract. Out of area is defined as 50 miles from the point of origin.

Mobilization or trip charges are charges for the movement of equipment to the jobsite necessary to complete a job. Mobilization or trip charges may be based on mileage from the point of origin. 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.

11. SAMPLES, SAMPLE TESTING

11.1. Sample evaluation: Samples may be requested by member for compliance with manufacturer specifications and evaluated as to materials used in construction, quality and workmanship, durability, adaptability to the use for which the items were intended, and overall appearance. Member may request samples for testing by an independent firm or laboratory at any time prior to, during, or after completion of project. Should test results prove that a material is not functionally equal to specified material, the contract vendor shall pay for all testing, and installed roofing found not to comply with the specifications shall be removed and replaced with conforming materials at no charge, or change in the contract price

11.2. Sample requirements: Bidder shall provide adequate samples and detailed specifications for any item offered upon member request. Samples must be submitted within ten (10) days of request from member.

11.3. Sample submittals: Samples shall be free of charge and submitted and removed by bidder at bidder's expense. Samples may be held for comparison with deliveries. Member shall not be held responsible for samples damaged or destroyed in examination or testing. Samples not removed within thirty (30) days after notice to bidder will be considered abandoned, and member shall have the right to dispose of them.

12. SITE REQUIREMENTS

12.1. Accessibility: For roof work areas that are not accessible through regular means and methods, surcharges will be allowed. These surcharges shall only apply when workers and equipment shall be transported over one or more additional roof areas not being worked on, or where fall protection is required in excess of warning lines. These surcharges shall be clearly identified in your pricing workbook.

12.2. Cleanup: Contract vendor shall clean up and remove all debris and rubbish 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.

12.3. 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 A.R.S. § 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.

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.

12.4. Onsite contract vendor responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors. These standards apply to onsite activities and equipment operation that support the contract work.

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.

When roof decking is being repaired or replaced, the contract vendor shall maintain a crewman as a floor area guard.

The contract vendor shall assure that all tools used at the worksite shall be operated, serviced, maintained, refueled and stored in compliance with current OSHA standards. Powder-actuated tools used by employees shall meet all applicable OSHA and ANSI related requirements. Only employees who have been specifically trained shall be allowed to operate a powder-actuated tool.

The contract vendor shall advise member representative when volatile materials are to be used near air ventilation intakes so that they can be shut down or blocked, as directed. Appropriate measures shall be taken to prevent rust, vapors, gases or odors from entering the building during roof removal, replacement, or repair.

Toilets shall be provided for contract vendor and subcontractor employees, as per OSHA standards and local building codes.

12.5. Preparation: Contract vendor shall clearly identify in writing any member responsibilities or similar pre-installation requirements prior to beginning projects. The condition of the prepared site prior to start up shall be agreed upon between the member and the contract vendor and shall be written into a construction contract.

If the building space directly under the roof area is to be used, the contract vendor shall agree to receive written approval from the member's representative prior to interrupting any classroom or program. Contract vendor shall advise the member's representative whenever work is expected to be hazardous.

Temporary electrical service and the cost for power, the costs for water, and other owner costs shall be identified.

12.6. 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.

12.7. Safety measures: Contract vendor shall take all reasonable precautions for the safety of employees 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 state law and standard practices to protect workers, general public, and existing structures from injury or damage.

12.8. Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

12.9. 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 must be provided to member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. For materials stored offsite that have been paid by member, contract vendor agrees to provide proof of insurance coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the contract vendor's responsibility to protect all materials and equipment. The contract vendor warrants and guarantees that title for all work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

13. SUBCONTRACTORS

13.1. 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.

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

13.3. 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.

13.4. 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 rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost bid to member.

13.5. 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 paid. 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.

13.6. Use of subcontractors: Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay 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.



14. TERM OF CONTRACT AND EXTENSION

14.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and 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.

14.2. 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.

14.3. 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.

15. TRADE-IN EQUIPMENT OR RECYCLED MATERIALS CREDITS

Member and contract vendor shall determine values placed on trade-in products, or any credits for materials to be sent to a recycling center. The value of trade-in or credit for recycled materials shall not affect the amount of administration fee paid to Mohave. Trade-in equipment and materials to be recycled shall be dismantled by contract vendor 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.

16. WARRANTY/QUALITY GUARANTEE

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

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

16.3. Quality: Contract vendor warrants that for a minimum of 5 years for workmanship, and the minimum stated manufacturer's roofing system warranty, after acceptance of the 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.

16.4. Warranty requirements: Contract vendor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty will be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part contract vendor received at no cost under a warranty.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 95 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 none are 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 and Mohave's decision shall be final.)

General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract or any purchase order issued under this contract pursuant to ARS §38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, 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 the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work/services and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract
- Failing to provide required performance bonds;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

1.7. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 95 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work/services and specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anti-competitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder 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.
- Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS §32-1101 et seq (Registrar of Contractors) that may regulate bidder's business. Bidder shall not discriminate against any employee, or applicant for employment in violation of federal and state laws (see Federal Executive Order 11246; ARS §41-1461).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work/services, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, A.R.S. §41-4401, and A.R.S. §23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

3. CLARIFICATION

Clarification means communication with bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry from Mohave or as initiated by bidder. Clarification does not provide the bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If bidder believes that its bid contains trade secrets or confidential information that should be withheld from public inspection, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform bidder in writing of such determination. Requests to deem the entire bid as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer: Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work/services (page 4) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

7. EVALUATION & AWARD

7.1. 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.

7.2. Deviations and exceptions to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.

7.3. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work/services, and specifications contained in this request. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.4. Multiple award: Mohave has a large number of various types of members located throughout Arizona. To assure that our contracts meet the requirements of all members, Mohave reserves the right to award multiple contracts. Such decision will be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and other relevant criteria. Bidder should consider the fact that Mohave may award multiple contracts in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a single award is not advantageous to Mohave. A multiple award shall be limited to the least number of suppliers necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need.

7.5. 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 Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

7.6. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work/services of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

7.7. 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.

7.8. 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.

8. FEDERAL & STATE REQUIREMENTS

8.1. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal governments (24 CFR, Part 85.36), including 24 CFR 85.36(i), contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov/offices/adm/hudclips>) or by requesting a copy from the Mohave contact person listed on Page 1 of this solicitation.

8.2. Compliance with workforce requirements: Pursuant to ARS §41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS §23-214 subsection A, which states, "*...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.*" [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.3. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with A.R.S. §41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and 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 contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.4. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

8.5. Non-compliance: All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.6. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.

8.7. Terrorism country divestments: In accordance with A.R.S. 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; 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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late bids: Except as authorized by Arizona procurement rules and code, late bids shall not be considered.

12.2. Withdrawal of bid: At any time prior to the specified due date and time, bidder may withdraw his bid. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the purchases made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices, credits and statements issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

13.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

14.2. Amendment of contract: An awarded contract may be amended for a variety of reasons. Contract amendments will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's books and records related to this contract may be audited at a reasonable time and place, for the term specified in Arizona procurement rules and code.

14.8. Bid opening: Bids shall be opened immediately following the bid due date and time. Sample pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.9. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

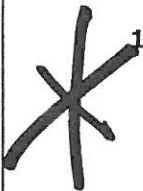
14.10. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

14.11. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

14.12. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.13. Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

 **14.14. Eligible agencies:** Any contract awarded from this solicitation shall be available to all members who have signed Mohave's Cooperative Purchasing Agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 400 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

14.15. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.16. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work/services and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.17. Pricing extension errors: In case of error in extension of prices in the bid, unit prices shall govern.

14.18. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Neither party to the contract, nor any member, shall be deemed to be the employee of another party to the contract.

14.19. Removal from potential bidders list: Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's potential bidders list. Any vendor not responding to two (2) consecutive Invitation for Bids for similar procurements may be removed from the potential bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the potential bidders list.

14.20. 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.

14.21. Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

14.22. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

15. PAYMENT

15.1. Billing: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

15.2. Contacting member about payment: Contract vendor may contact member directly for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.3. Contract vendor invoice: Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the original subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), mileage, permits, etc.).

15.4. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

15.5. Correct billing: Contract vendor's invoice must match the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.6. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.7. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

15.8. Progress payments: Members may make progress payments under the following conditions: 1) member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

15.9. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

15.10. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:
625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF BID & BID FORMAT

16.1. Amendment of bid: A bid may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front of the solicitation.

16.2. Bid forms: The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed bids shall not be considered.

16.3. Bidder responsibility: Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.

16.4. Cost of bid preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

17. PRODUCT LINES

17.1. Current products: Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.

17.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. New products shall be submitted for approval following the process detailed in the Special Terms and Conditions (see **Pricing, New pricelists**), prior to being offered to members.

17.3. New products/services: New products and/or services that meet the scope of work/services may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause.

17.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

17.5. Product line: Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

18. PROTESTS

Protests shall be filed with Julia E. Tribbett, the Executive Director of Mohave, and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1195. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* A protest of a solicitation must be filed with the Executive Director before the solicitation due date and time. A protest of a proposed award or awards must be filed within ten (10) days after the protester knows or should have known the basis of the protest, whichever is earlier. A protest filed on the tenth day must be received by 5:00 pm, local time.

A protest must include:

- The name, address and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety & Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it may be done so as a percentage of purchase price (if bidder agrees that member shall not be charged more than the actual invoiced amount for shipping) or as prepaid (actual cost added to the invoice). It is the member's responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

23.2. Payment of taxes: Member is responsible for payment for all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office. Installation of equipment that becomes permanently attached to a structure is taxable as a contracting activity. [R-15-5-708 (A)]

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

23.4. Property taxes: Arizona public agencies do not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.5. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

23.6. Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction Privilege Taxes in Arizona may include state, county and city taxes. The tax status of the ordering member determines if and when Transaction Privilege Taxes are to be applied. Documentation for members who do not pay Transaction Privilege Tax is available upon request from member. Contract vendor is responsible for charging taxes correctly.

23.7. Taxes on construction: Contract vendors for construction-related projects must follow the latest Arizona Administrative Code, Department of Revenue, transaction privilege tax procedure as described in R-15-5-602. Since the work is performed for and payments will be received from Mohave's members, the contract vendor is considered a prime contractor by R-15-602 (C, 1, a). Transaction privilege taxes on contracting shall be separately stated on invoices.

Standard Terms and Conditions for Construction

Place after Tab 1c

1. **BID SECURITY**

1.1. Amount of bid security: All bidders for a contract under this IFB must include acceptable bid security in the amount of **\$100,000** with the submission of their bid.

1.2. Bid security requirement: School procurement rules [R7-2-1111 (A)] and as applicable in ARS §34-222 and 41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS §15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."

1.3. Form of bid security: Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1111 (B, C), ARS § 34-222 and 41-2573]. Bid security may be provided using the form found in the primary contract document pages of this IFB, with the principal being the prime contractor and Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it may render your bid nonresponsive.

2. **CHANGE ORDERS**

2.1. Adherence to specifications and drawings: The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.

2.2. Change order requirement: Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Said procedure shall include provisions for field change orders. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1008 and as applicable in ARS §41-2552.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope of work and needs to be documented.

2.3. Costs for changes associated with improper checking or coordination: The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by the contract vendor, and the contract vendor shall not be entitled to reimbursement for such costs.

3. **CONSTRUCTION CONTRACTS**

3.1. Cancellation by Mohave: Mohave reserves the right to cancel a contract resulting from this IFB if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required.

3.2. Compensation: Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract. The agreement must state that Mohave will not be responsible for any late fees due the contract vendor by the member.

3.3. Member delays: As required by ARS §15-213 (D), the contract vendor will negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances and which were not within the contemplation of the parties to the contract between the two parties. Any such negotiations will not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

3.4. Construction contract requirement: In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract will prevail. In any contract between the member and the contract vendor, the scope of work will include all specifications, drawings, and other official documents. All applicable codes around which the contract is made will be included as will any technical specifications and general conditions. The contract vendor will acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

3.5. Form of construction contracts: A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

3.6. Member representative: All formal contact between the contract vendor and/or contract vendor's personnel and the member shall be processed through the member representative. The member shall designate the member representative at the time of purchase.

3.7. Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

3.8. Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213 & 34-227)

3.9. Work performed by the member: Work to be performed by the member must be clearly described and agreed upon prior to project start up.

4. CONSTRUCTION SCHEDULE

4.1. Schedule adjustment: The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced, as allowed in the agreement.

4.2. Schedule requirement: A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.

4.3. Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

5. COORDINATION

5.1. Conflict with member activities: The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor will make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor will notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

5.2. Coordination with other vendors: The contract vendor shall coordinate with other contractors and vendors so that work may be properly coordinated.

5.3. Interruption of other work: The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

6. DELIVERY OF CONSTRUCTION MATERIALS:

6.1. Condition of materials on delivery: The contract vendor will deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.

6.2. Delivery requirement: The contract vendor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the member's representative.

6.3. Precautions: The contract vendor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

6.4. Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

7. INSURANCE

7.1. Course of Construction Insurance: Upon request from member, contract vendor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage will include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance, must be identified in the pricing workbook.

7.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this agreement.

7.3. Indemnification: During the life of the contract, contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

7.4. Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract. Upon request, contract vendor shall provide member with a certificate of insurance naming the member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

7.5. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor and contract vendor's subcontractors, respectively, 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.

8. LABOR PRACTICES

8.1. Labor practices: The contract vendor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.

8.2. Labor requirements: The method and manner of performance must be stated: employees of the contract vendor are not employees of the member; the level of competency of the personnel will be subject to approval by the member; the contract vendor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the contract vendor will use to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees will be clearly stated.

8.3. Quality of work: All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foremen or supervisor.

8.4. Removal of Employee or Representative: The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.

8.5. Supervision: The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

9. LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives will be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines a liquidate damages or early incentive agreement, the contract vendor will obtain a written and signed statement to this effect. Mohave will not be a party to liquidated damages or early completion incentive agreements.

10. MEMBER COSTS

Temporary electrical service and the cost for power, the costs for water, and other member costs will be identified in writing and agreed upon.

11. PERFORMANCE AND PAYMENT BONDS

11.1. Form of performance and payment bonds: Performance bonds and payment bonds between the member and the contract vendor shall be on the forms (or similar forms) found in the primary contract document pages of this IFB.

11.2. Issuing performance and payment bonds: Upon execution of a contract between a member and the contract vendor, performance and payment bonds shall be provided to the member as required in ARS §§34-222, 34-223, 28-6923, 41-2574, or R7-2-1112 (A, B, C, D), as applicable. The contract vendor agrees to notify the member in writing of this requirement before accepting any work orders.

If the contract vendor fails to deliver any required performance or payment bond, the contract with Mohave may be canceled. The contract vendor will supply Mohave with a copy of the bonds for our records, upon request.

Members who elect to waive these bonds must indicate their decision, in writing, to Mohave. For members who are required to obtain performance and payment bonds per the above requirements, contract vendor agrees to provide these bonds to the member.

11.3. Payment bond requirement: An irrevocable payment bond in an amount equal to 100% of the price specified in the contract (including sales tax) between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract. Such bonds are taxable at the contract vendor's tax rate.

11.4. Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona.

12. PROGRESS PAYMENTS

12.1. Progress Payments on Construction: R7-2-1115 allows for progress payments if the contract vendor agrees to adhere to ARS §41-2577 (B) (D) (F) and as applicable in ARS § 34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1115 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the contract vendor on the basis of a duly certified and approved estimate of work performed during the preceding month. The contract vendor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

12.2. Schedule of payments: Once all bonds are in place, the contract vendor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1115 (C) and ARS §41-2577 (E) and as applicable in ARS § 34-221.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

12.3. Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1115 (B) and ARS §41-2577 (C) and as applicable in ARS §34-221]. Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

13. PROJECT ADVERTISING

The contract vendor must agree that the member reserves the right to release information about the project and that any advertising of the project by the contract vendor must be approved by the member.

14. PROJECT COMPLETION

14.1. Project documents: Upon completion of the work, the contract vendor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

14.2. Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contract vendor shall complete the work in a timely fashion at no additional cost.

15. PUBLIC WORKS

15.1. Preservation: The contract vendor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

15.2. Receipt of public funds: Contract vendors and subcontractors will meet the requirements of ARS §34, Article 3, for eligibility to receive public funds.

15.3. Residency requirement: ARS §34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS §34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contract vendor to comply with these laws, when applicable.

15.4. Restoration: The contract vendor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contract vendor's expense, and is not subject to reimbursement by the member.

15.5. Rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (see ARS §34-461).

16. RETENTION

16.1. Retention requirement: Ten (10) percent of all contract payments shall be retained by the member as insurance of proper performance of the contract vendor. Contract vendor agrees to identify the amount to be retained on invoices to member for each progress payment.

When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the contract vendor if the contract vendor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

16.2. Substitute security: If the member and the contract vendor agree to a substitute security, the agreement must be in full compliance with R7-2-1114 (B, C, D, E), or 41-2576 as applicable to the purchasing member. If a substitute security is agreed to, the contract vendor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, or the member in relationship to the security assigned.

17. RULES, REGULATIONS AND CODES

17.1. Certification of personnel regarding renovations, repair, and painting: Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information Pamphlet (<http://www.epa.gov/>).

17.2. Compliance: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contract vendor must inform the member of the situation. The contract vendor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

17.3. Hazard notification: Contract vendor must advise member whenever work is expected to be hazardous to employees, visitors and/or operators.

17.4. Liens/serial numbers: All materials and services shall be free of liens. Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

18. SUITS FOR NONPAYMENT OR NONPERFORMANCE

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1112 (D).

19. SURETY COMPANIES

19.1. Surety company requirements: Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company on the monthly surety listing provided by the Corporate and Financial Affairs Division of the Arizona Department of Insurance (www.id.state.az.us).

20. WARRANTY/MAINTENANCE CONTRACTS

20.1. 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 maintenance contract shall be offered as a separate line item. Upon request, training must be offered by the contract vendor for the maintenance staff of the member and will be arranged before installation as part of the purchase contract. This training shall be priced per contract pricing.

20.2. 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.

21. WORKSITE

21.1. Site access: The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

21.2. Site conditions: The condition of the site before start up shall be agreed upon between the member and the contract vendor and shall be written into the contract.

21.3. 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.

Until final acceptance by the member, it shall be the contract vendor's responsibility to protect all materials and equipment. The contract vendor warrants and guarantees that title for all work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

General Terms and Conditions and Standard Terms and Conditions for Construction Acceptance Form

Place after Tab 1c

Signature on Page 95 certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and the Standard Terms and Conditions for Construction:

- We take no exceptions/deviations to the general terms and conditions and the standard terms and conditions for construction.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the General Terms and Conditions and the standard terms and conditions for construction. All exceptions/deviations shall be clearly explained. Reference the corresponding general terms and conditions and/or standards terms and conditions for construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions and the standard terms and conditions for construction.. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted 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 and Mohave's decision shall be final.)

Value Added Services

- Roof evaluations at no cost to the customer.
- Value Engineering improves our method of developing proposals, developing accurate and useful conceptual estimates and final guaranteed price estimates and generating opportunities for added value.
- Our Project Team of trained employees and in some instances owners which are consulted on constructability reviews identifies common goals and works together to solve problems quickly as they arise. This approach combines the knowledge and skills of all parties to ensure that the project meets the needs of the client in terms of function, schedule and budget. This minimizes the risk to all parties.
- Our chief Estimator is LEED certified and skilled in green roofing systems.
- Progressive Services, Inc. has worked on many projects from planning and design to maintenance and operations. With emphasis on various aspects of site planning and the importance of creating connections among all constituents that are necessary to the whole process of designing, building and maintaining healthy, high performing facilities.
- On- site training for facility personnel.
- Progressive Services, Inc. is responsible for all aspects of the project. With one point of control, projects can often be accomplished much faster.
- We are trained and certified on all roofing systems.
- Due to the extensive work we have performed at educational facilities, we are cognizant of the special needs in construction on these facilities.
- Estimators specializing in design specifications and review, design assist or redesign, CAD drawings and true value engineering.
- Project Managers working on all the logistics of the project, from coordinating and scheduling with the owner, pre-construction meetings and job progress meetings. Our Project Managers work closely with the customer and their designated personnel to insure that all aspects of the project are closely monitored.
- Superintendents are daily on the job site to review work and safety procedures with the foreman. Monitoring the job for compliance and quality control. Making sure that the project is being delivered on schedule and to the customer's satisfaction
- Foreman is full time on the project monitoring the work being performed by the crew. Insuring that each phase of the application is per specifications, proper product application, on schedule and that all safety guidelines are strictly adhered to.
- Crews are trained on each type of roofing. Depending on the type of roof (built up, foam, metal, single ply, etc) the crew personnel that are trained in that particular type of roofing will be utilized.
- Manufacturer Representatives from the various products we use many times are involved during the installation process to insure proper application
- We have a strong safety and quality control program
- We have a computerized roof asset management software program
- All of our superintendents have tablets which allows them to Skype information on the roof
- The manpower to expedite projects (over 500 employees in Arizona)
- A 9 man Navajo crew for work on the reservation
- Continuing education program on new developments in the roofing industry

3. Indicate how you will ensure your sales staff does not sell products or services to members that are not on contract or will not meet the public need. Is there "added value" received by the customer when purchasing through you rather than a competitor, or is your major benefit price alone?

Our sales staff has been selling our roofing services on a national cooperative contract for over six years. They are aware of the fact that they cannot sell any products or services that are not on contract or do not meet the public need. To ensure compliance we have the following process in place:

- After the roof assessment, a scope of work and estimate is developed
- The scope of work and estimate is reviewed by upper management
- The estimate is then put into line item format utilizing the cooperative pricing list
- Upper management reviews the line item pricing document prior to it being presented to the customer

This process has internal controls which will prevent pricing for anything not on the contract, performing services not on the contract and using the correct line item price based on the awarded contract. The in-depth scope of work, coring and pictures of the project will allow upper management to determine that this is the correct and needed product, services and system for the customer.

There is a definite "added value" in using Progressive Roofing besides price alone. We are well known in the industry for offering the best option based on the needs and budget of the customer. Also, since we are a certified/approved applicator with all roofing manufacturers, we can offer many options for their roofing program.

Due to our excellent relationship with our manufacturers we are aware of new products and services available. We never charge for roof evaluations or very minor repairs. Many of the products we use exceed the specifications in the proposal. We are a self reliant organization for contracted work. This approach allows us to constantly improve and implement changes in-house, streamline production and control multi-task scheduling. In addition to in-house production crews, our customers benefit from additional self performed services such as trucking, hoisting, sheet metal fabrication and professional CAD shop drawings. We do not charge for these services they are included in our pricing.

Our team of construction professionals is equipped with the experience necessary to design and build a quality, cost efficient roof system constructed to meet the specific needs of the facility.

Again, because we are the Prime Contractor and the applicator this eliminates the "middle man" expenses allowing us to offer the same quality products and service at a lower cost.

Roofing Comparisons. We put together a cadre of our trained staff to give basic information on types of roofing systems and the pros and cons of each. We have found that the more our customers and their staff understands the basic working of roofing systems, better decisions can be made on their roofing program needs.

EXHIBIT B

Progressive Services, Inc., dba Progressive Roofing – Pricing Sheets

PROGRESSIVE ROOFING



MOHAVE LINE ITEM PRICING

MOHAVE CONTRACT 13X-PRO-0417

CITY OF GLENDALE

11/20/2014

GLENDALE, AZ

ARROWHEAD WATER TREATMENT
ADMINISTRATION BUILDING

SCOPE OF WORK:

Mechanically attach one layer of 1/4" InvinSABOARD directly over top of existing built-up roof. Remove all base flashings. Mechanically attach one layer of Manville 60 mil TPO single-ply membrane. Fully adhere new 60 mil base flashings, term bar and counter flashings. Install new cast iron drain baskets. Install walk pads around roof mounted equipment. Furnish manufacturers 20 year warranty and contractors 5 year warranty.

WORK DESCRIPTION	UNIT	BID AMOUNT	QTY	PROJECT AMOUNT
1.24a 1/4" INVINSABOARD	S/F	\$ 1.25	6,000	\$ 7,500.00
1.78a 60 MIL TPO	S/F	\$ 3.25	6,000	\$ 19,500.00
1.116dd FLASHINGS	L/F	\$ 10.00	325	\$ 3,250.00
1.94a COUNTER FLASHING	S/F	\$ 6.00	250	\$ 1,500.00
1.117k WALK WAYS	EA	\$ 8.00	1	\$ 2,100.00
1.121k 20 YEAR WARRANTY				\$ 35,475.00
TAXES				\$ 2,121.41
TOTAL				\$ 37,596.41

PROGRESSIVE ROOFING



MOHAVE LINE ITEM PRICING

MOHAVE CONTRACT 13X-PRO-0417

CITY OF GLENDALE
GLENDALE, AZ

11/20/2014

CIVIC CENTER

SCOPE OF WORK:

Power wash existing single-ply with cleaner. Install polyester and coating in deteriorated areas. Prime and coat roof with 2 coats of elastomeric coating. Furnish 5 year contractor warranty.

WORK DESCRIPTION	UNIT	BID AMOUNT	QTY	PROJECT AMOUNT
1.2a POWER WASH	S/F	\$ 0.32	29,500	\$ 9,440.00
1.121s LABOR - REPAIRS	HR	\$ 65.00	48	\$ 3,120.00
1.89f PRIME AND 2 COATS ELASTOMERIC	S/F	\$ 1.85	29,500	\$ 84,575.00
TAXES				\$ 67,135.00
TOTAL				\$ 4,014.67
				\$ 71,149.67

PROGRESSIVE ROOFING



MOHAVE LINE ITEM PRICING

MOHAVE CONTRACT 13X-PRO-0417

CITY OF GLENDALE
GLENDALE, AZ

11/20/2014

FIRE STATION #152
OPTION 1 - ALL ROOF AREAS (1-4)

SCOPE OF WORK:

Power blow-off existing roof, make repairs to all deficiencies at base flashings, membrane and roof related sheet metal. Install polyester and coating in all water ways and high traffic areas. Coat entire roof with 4.5 gal roof coating per 100 SF and base flashings with 30 mill coating. Provide contractors 5 year warranty and manufacturers 10 year warranty.

WORK DESCRIPTION	UNIT	BID AMOUNT	QTY	PROJECT AMOUNT
1.121 s LABOR - (BLOW-OFF ROOF & MAKE REPAIRS)	HR	\$ 65.00	80	\$ 5,200.00
1.88c COAT MEMBRANE	S/F	\$ 2.25	13,000	\$ 29,250.00
1.88d COAT BASE FLASHINGS	S/F	\$ 2.00	1,200	\$ 2,400.00
1.121h 10 YEAR WARRANTY	S/F	\$ 0.11	13,000	\$ 1,430.00
TAXES				\$ 38,280.00
TOTAL				\$ 2,289.14
				\$ 40,569.14

PROGRESSIVE ROOFING



MOHAVE LINE ITEM PRICING

MOHAVE CONTRACT 13X-PRO-0417

CITY OF: GLENDALE
GLENDALE, AZ

11/20/2014

FOOTHILLS FIRE/POLICE #155

SCOPE OF WORK:

Power wash existing roof with cleaner. Repair splits and open penetrations. Coat entire roof with 2 gal coating and embed fabric. Top coat with 3 gal. white acrylic coating. Furnish contractor 5 year warranty.

WORK DESCRIPTION	UNIT	BID AMOUNT	QTY	PROJECT AMOUNT
1.2a POWER WASH	S/F	\$ 0.32	11,500	\$ 3,680.00
1.121S ELASTOMERIC WITH FIBER MESH	HR	\$ 65.00	20	\$ 1,300.00
1.60B 30 MIL COATING	S/F	\$ 2.00	11,500	\$ 23,000.00
1.88D TAXES				\$ 60,980.00
				\$ 3,048.60
TOTAL				\$ 54,028.60

PROGRESSIVE ROOFING



MOHAVE LINE ITEM PRICING

MOHAVE CONTRACT 13X-PRO-0417

CITY OF GLENDALE
GLENDALE, AZ

11/20/2014

FOOTHILLS LIBRARY

SCOPE OF WORK:

Power wash and prime existing single-ply membrane. Repair term bar of any areas of damaged membrane. Coat entire roof with 2 coats of elastomeric coating. Coat top of brick parapet wall with clear sealer. Furnish 5 year contractor warranty.

WORK DESCRIPTION	UNIT	BID AMOUNT	QTY	PROJECT AMOUNT
1.2a POWER WASH	S/F	\$ 0.32	29,000	\$ 9,280.00
1.121s LABOR - REPAIRS	HR	\$ 65.00	32	\$ 2,080.00
1.881 PRIME AND 2 COATS ELASTOMERIC	S/F	\$ 1.85	29,000	\$ 53,650.00
1.88t COAT TOP WALLS HIGH TENSILE COATING	S/F	\$ 2.80	1,000.00	\$ 2,800.00
TAXES				\$ 67,810.00
TOTAL				\$ 71,865.04

PROGRESSIVE ROOFING



MOHAVE LINE ITEM PRICING

MOHAVE CONTRACT 13X-PRO-0417

CITY OF GLENDALE
GLENDALE, AZ

11/20/2014

PASEO PARK
SOFTBALL, FIELD OFFICE, CONCESSION STAND,
RESTROOMS

SCOPE OF WORK:

Clean and repair existing built-up roof and flashings. Coat roof with 2 gal. coating and embed fabric. Top coat 3 gal per 100 SF coating. Provide 10 year warranty.

WORK DESCRIPTION	UNIT	BID AMOUNT	QTY	PROJECT AMOUNT
1.2a POWER WASH	S/F	\$ 0.32	1,500	\$ 480.00
1.121s LABOR - REPAIRS	HR	\$ 65.00	16	\$ 1,040.00
1.60B ELASTOMERIC WITH FIBER MESH	S/F	\$ 2.00	1,500	\$ 3,000.00
1.86d 30 MIL COATING	S/F	\$ 2.00	1,500	\$ 3,000.00
1.121e 10 YEAR WARRANTY (MINIMUM CHARGE)	EA	\$ 1,100.00	1	\$ 1,100.00
TAXES				\$ 8,620.00
TOTAL				\$ 515.48
				\$ 9,135.48

PROGRESSIVE ROOFING



MOHAVE LINE ITEM PRICING

MOHAVE CONTRACT 13K-PRO-04417

CITY OF GLENDALE

GLENDALE, AZ

11/20/2014

SINE BUILDING
OPTION 2

SCOPE OF WORK:

Remove foil and install new APP cap sheet and flashing.
Coat with 15 mil coating. Provide 15 year warranty.

WORK DESCRIPTION	UNIT	BID		PROJECT	
		AMOUNT	QTY	AMOUNT	
1.1218 LABOR - REMOVE FOIL	HR	\$ 66.00	98	\$ 6,370.00	
1.346 FIRE RATED FIBERGLASS REINFORCED CAP SHEET	S/F	\$ 2.80	9,100	\$ 22,760.00	
1.886 15 MIL COATING	S/F	\$ 1.50	9,100	\$ 13,650.00	
1.1211 15 YEAR WARRANTY (MINIMUM CHARGE)	EA	\$ 1,800.00	1	\$ 1,800.00	
TAXES				\$ 44,370.00	
TOTAL				\$ 2,653.33	
				\$ 47,023.33	

PROGRESSIVE ROOFING

MEMBER
 NATIONAL
 ROOFING
 CONTRACTORS
 ASSOCIATIONS

MOHAVE LINE ITEM PRICING

MOHAVE CONTRACT 13X-PRO-0417

CITY OF GLENDALE
 GLENDALE, AZ

11/20/2014

SKATE PARK CONCESSION STAND

SCOPE OF WORK:

Power wash existing EPDM single-ply roof with cleaner.
 Repair existing roof and flashings. Prime and 2 coats of
 elastomeric coating. Furnish 5 year contractor warranty.

WORK DESCRIPTION	UNIT	BID AMOUNT	QTY	PROJECT AMOUNT
1.2a POWER WASH	S/F	\$ 0.32	4,000	\$ 1,280.00
1.121s LABOR - REPAIRS	HR	\$ 65.00	56	\$ 3,640.00
1.34e PRIME	S/F	\$ 0.32	4,000	\$ 1,280.00
1.88i 2 COATS WHITE ELASTOMERIC COATING	S/F	\$ 1.85	4,000	\$ 7,400.00
TAXES				\$ 13,600.00
TOTAL				\$ 813.28
				\$ 14,413.28



Legislation Description

File #: 15-077, Version: 1

RATIFY LICENSE AGREEMENT WITH INWINDOW OUTDOOR, LLC FOR SUPER BOWL ADVERTISING ON THE GLENDALE MEDIA CENTER

Staff Contact: Jean Moreno, Program Administrator, Office of Economic Development

Purpose and Recommended Action

This is a request for City Council to ratify a License Agreement with InWindow Outdoor, LLC for Super Bowl advertising on the Glendale Media Center located at 9494 W. Maryland Avenue in exchange for a \$50,000 license fee and replacement of the existing City of Glendale window graphic valued at \$11,000.

Background

The City of Glendale owns the Glendale Media Center located immediately north of the University of Phoenix Stadium and controls outside advertising on the property. The property currently has a City of Glendale vinyl window graphic on the large south facing window bank, providing a unique signature signage opportunity for the City of Glendale. This window graphic was installed prior to the 2008 Super Bowl and is in need of replacement.

Within the last 30 days, the City was contacted by representatives of InWindow Outdoor, LLC on behalf of their client, Pepsi Co. who was seeking to place a building wrap on the south facing exterior wall of the Media Center facility. The building wrap as shown in Exhibit B of the license agreement was proposed to cover a large portion of the exterior wall in addition to both banks of windows on the facility which would require the removal of the City's window graphic.

Although a commercial building wrap has never been used on the facility, staff was able to negotiate terms that provided a significant opportunity to generate revenue while maintaining Glendale's brand recognition; and, provided for the replacement of existing signage which had visible signs of wear.

The timing of the request from InWindow Outdoor, LLC did not allow for this item to be placed on a City Council agenda in advance of the required installation date of January 19, 2015. The City Manager has administrative authority to execute License Agreements of this nature and due to the urgent timing that was beyond the City's control, this License Agreement was executed in accordance with that authority.

Analysis

The License Area is located within the one-mile radius of the University of Phoenix Stadium and is subject to temporary restrictions on commercial activity if they are not directly associated with the Pro Bowl and Super Bowl. Staff worked directly with the National Football League to allow the use as it is directly associated with promoting the Super Bowl. The following are the terms that were negotiated and are included in the License

Agreement:

- Glendale, Arizona is included prominently in the ad to ensure the City maintained brand recognition during the national events.
- InWindow Outdoor, LLC paid a total sum of \$50,000.00 for the use of the License Area for their signage for a two week period, the funds have already been received and will be used to off-set operational expenses for Super Bowl.
- InWindow Outdoor, LLC will arrange and pay for any and all goods and services necessary to replace the City's existing window graphic in accordance with the current specifications. The replacement signage must be installed before close of business on February 6, 2015, failure to do so will result in financial penalties to InWindow Outdoor, LLC.

Budget and Financial Impacts

No expenditure was required by the City to enter into this agreement. The net effect is \$50,000 in fee revenue to be deposited into the General Fund.

**CITY CLERK
ORIGINAL**

C-9632
01/14/2015

**LICENSE AGREEMENT
(Glendale Media Center)**

This LICENSE AGREEMENT (“**Agreement**”) is made and entered into by and between the City of Glendale, an Arizona municipal corporation (“**City**”) and Inwindow Outdoor, LLC, a Limited Liability Corporation authorized to do business in New York, (“**Licensee**”) (collectively “**Parties**”) to be effective on the date it is fully executed by all Parties.

RECITALS

A. The City is the owner of certain real property commonly known as the Glendale Media Center and controls outdoor advertising on said property located at 9494 West Maryland Avenue, Maricopa County Parcel No. 102-01-033E, Glendale, Arizona, as more fully described in Exhibit A, attached hereto. A portion of the south facing exterior wall of said property, as depicted on Exhibit B, will be licensed for use pursuant to this Agreement (“**License Area**”).

B. The National Football League (“**NFL**”) owns, produces and controls its annual professional football championship game known as the Super Bowl and its annual all-star exhibition game known as the Pro Bowl (together the “**Events**”) and all rights relating thereto on an exclusive, worldwide basis.

C. The 2015 Pro Bowl is scheduled to be played on January 25, 2015, and Super Bowl XLIX is scheduled to be played on February 1, 2015, both at the University of Phoenix Stadium near the License Area.

D. The Licensee is the owner and operator of an advertising company representing Pepsi Co., an official NFL Partner, and desires to utilize the License Area to place a building wrap advertisement on behalf of its client shown in Exhibit B.

F. Licensee and City desire for Licensee to use the License Area in accordance with the terms set forth below.

G. Licensee and City desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are true and correct and are incorporated into and shall constitute a part of this Agreement.
2. LICENSE. The City hereby grants to Licensee the right to use the License Area only for the purpose of installing and displaying an outdoor building wrap advertising the Pepsi brand during the Term of this Agreement (“**Permitted Use**”) and no other use; and, subject to the provisions and conditions of this Agreement:
 - 2.1. Access. During the Term of this Agreement, Licensee will have non-exclusive access to the License Area only as described in § 5, “Licensee’s Operations” for the Permitted Use.
 - 2.2. Project Manager. Upon execution of this Agreement, City and Licensee will each designate a project manager to coordinate the parties’ performance under this Agreement. Each project

manager will devote such time and effort to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this Agreement or to work related to the Licensee's use.

2.3. Rights, Use Requirements, and Restrictions.

- a. Licensee's rights under this Agreement are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area.
- b. Licensee's rights under this Agreement are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee's use of the License Area.
- c. Licensee may use the License Area only for the Permitted Use and no other use.
- d. Licensee's Permitted Use includes the following:
 1. Removing existing window graphic, as depicted on Exhibit B, on the south facing windows of the License Area;
 2. Preparing the exterior of the building and windows of the License Area for new application;
 3. Applying a temporary, removable building wrap material to the exterior of the building on the License Area. Final design must be approved by the NFL and City prior to application and must prominently display "Glendale, Arizona".
 4. Removing the temporary building wrap material and cleaning the building and windows to restore them to their original condition, no wear and tear excepted, at the conclusion of the Term;
 5. Replacing the City's window graphic in accordance with the specifications identified in § 4.2 no later than 5:00p.m. on February 6, 2015; and,
 6. All other uses directly related to the Permitted Use.

2.4. "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice the Licensee has determined to be necessary related to this Agreement, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in § 12, including any warranties or representations by the City as to its condition or fitness for any use.

2.5. Limitation on Grant. The Parties do not by this instrument intend to create a lease, easement, or other real property interest or vest with Licensee any real property interest in the License Area and nothing express or implied in this Agreement grants Licensee any right or authority to enter, occupy, or use any property that is not solely owned by the City and fully described herein.

2.6. Rights Reserved

- a. Licensee acknowledges that its use of the License Area is subject and subordinate to the City's use of the License Area.
- b. City may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.

3. **TERM.**

3.1. License Period. This Agreement shall commence on January 19, 2015 (“**Commencement Date**”) and end on February 6, 2015 (“**Term**”), unless terminated earlier as provided in this Agreement. The Effective Date of the License Agreement shall be the date it is fully executed by all Parties.

3.2. Surrender of Possession

- a. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this Agreement cease, and it must surrender and leave the License Area in as good condition as it was provided to Licensee, including removal of personal property from the License Area, and removal of any paper, litter or trash.
- b. Except in the case of inclement weather, acts of God, or domestic terrorism, if Licensee fails to remove any of its property and replace the City's window graphic by 5:00p.m. on February 6, 2015 as required by § 2.3.d.5, the Licensee agrees that the City shall, at the Licensee's sole expense, remove or cause to have removed Licensee's property, including but not limited to the building wrap, and replace or cause to have replaced the City's window graphic, as defined in § 4.2.
- c. In the event the City takes action pursuant to § 3.2.b, Licensee shall pay, within five (5) days of receiving notice from the City that it has acted, a five-thousand dollar (\$5,000.00) penalty in addition to reimbursing the City's costs incurred pursuant to § 3.2.b.

3.3. Hold-Over. In the event Licensee continues to occupy the License Area after the expiration or termination of this Agreement, Licensee shall pay a penalty of five hundred dollars (\$500.00) per day for each day held over up to five (5) days. Beginning on the sixth (6th) hold over day, Licensee shall pay a penalty of five thousand dollars (\$5,000) per day for each day held over.

4. **LICENSE FEES AND CONSIDERATION**

For its right to use the License Area, the City accepts the following consideration as full remuneration for the Licensee's use in accordance with the License Agreement to be paid on or before the Commencement Date of this agreement with certified funds or wire transfer:

- 4.1. Licensee shall pay a total sum of fifty-thousand dollars (\$50,000.00) for use of the License Area as follows:
 - a. \$49,853.46 – Use Fee
 - b. \$116.51 – Plan Review Fee
 - c. \$30.03 – Banner Permit Fee

- 4.2. Licensee shall arrange and pay for any and all goods and services necessary to replace the City's existing window graphic including removal of material, glass cleaning, and equipment rental, all in accordance with the existing graphic specifications: thirty-six feet (36') wide by twenty-four feet (24') high, four color process on clear focus perforated vinyl, printed to fit between window mullions/grid, and surveyed to ensure appropriate fit. Final design review and specifications are subject to the city's approval prior to installation and must be received five (5) business days in advance of the intended installation date and no later than January 30, 2015
- 4.3. In consideration for its use of the License Area, Licensee will include "Glendale, Arizona" prominently on the temporary building wrap advertisement being placed in the Licensee Area on behalf of its client.

5. LICENSEE'S OPERATIONS

5.1. Generally

- a. Licensee must at all times have on-call and at the City's access an active, qualified and experienced representative to supervise the Permitted Use and who is authorized to act for the Licensee in matters pertaining to all emergencies and the execution of the Permitted Use. Licensee will provide the City with the name and 24-hour telephone number for the Licensee Project Manager.
- b. Licensee, at all times during the Term of this Agreement, must operate and maintain the License Area in a clean and orderly condition and use commercially reasonable care in the use of the License Area so as not to constitute a nuisance, jeopardize the public safety, sell or distribute alcohol or illegal drugs, permit nudity, or allow any other unlawful activity.
- c. The Licensee is responsible for obtaining and paying for all utilities and equipment necessary in connection with the Permitted Use of the License Area.
- d. In addition to any permits or approvals from City, Licensee will procure, at its sole cost, any license, permit or approval of any other governmental agency having jurisdiction over the License Area necessary for the Permitted Use of the License Area ("**Governmental Approvals**"). Licensee's obligations under this Agreement shall be subject to receipt of all Governmental Approvals. Each Party will cooperate with the other in good faith to obtain the Government Approvals, and City will promptly execute all applications and other documentation necessary for Licensee to obtain the Governmental Approvals. Licensee shall reimburse City within ten (10) days for any penalties or fines resulting from Licensee's failure to comply with any Governmental Approvals.

5.2. Improvements and Services

- a. Licensee's Contractors
 1. Licensee may use contractors and suppliers in its reasonable discretion in the performance of Improvements and Services. Licensee is responsible for ensuring the Licensee's contractor(s) or other agents performing work at the License Area shall maintain the minimum insurance requirements identified in this License. The insurance policies shall be endorsed to contain the City of Glendale, its officers, officials, employees, and volunteers as an additional insured in connection with its Permitted Use and Improvements and Services and any other work or operations.

2. Licensee's Improvements and Services must be designed and materials and labor purchased at the Licensee's sole expense. In the event Licensee or its Contractors cause damage to City owned property, the Licensee is responsible for reporting the claim to the applicable insurance company.
3. In no event is the City obligated to compensate the Licensee or any contractor or supplier in any manner for any of the Licensee's Improvements or Services or other work performed by the Licensee or any contractor in connection with the Permitted Use or during or related to this Agreement.
4. Licensee must timely pay for all labor, materials, and work, and all professional and other services related to its operations within the License Area, and will defend, indemnify and hold harmless the City against all related claims caused by Licensee and no liens against the License Area shall be permitted.
5. All work performed on the License Area by the Licensee or any sub-contractors must be performed in a workmanlike manner, as reasonably determined by the City, and will be diligently pursued to completion and in conformance with all building codes and similar rules.

5.3. Insurance

- a. Licensee and any and all Contractors shall procure and maintain until all obligations have been discharged the minimum insurance requirements as outlined below in connection with its Permitted Use and Improvements and any other work or operations in the License Area. The insurance requirements contained herein are minimum requirements and in no way limit the indemnity covenants contained in the License. The City in no way warrants that the minimums are sufficient to protect Licensee or its Contractors as they are free to purchase additional insurance as they deem necessary.

Minimum Insurance Requirements

1. Workers' Compensation Insurance as required by the State of Arizona with Statutory Limits. This policy shall include Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.
 2. Commercial General Liability Insurance on an occurrence basis that includes property damage, fire damage legal liability, bodily injury, personal and advertising injury, products and completed operations and contractual liability with limits not less than \$2,000,000 per occurrence, \$4,000,000 aggregate and \$100,000 fire damage liability.
 3. Automobile Liability Insurance that includes bodily injury and property damage for any owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000.
- b. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona with an AM Best rating not less than A-, VII by AM Best.
 - c. The General and Automobile liability policies shall contain or be endorsed to contain the City of Glendale, its officers, officials, employees and volunteers as additional insureds with respect to liability arising out of Licensee's Permitted Use and Improvements and any other work or operations in the License Area.

- d. Licensee'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 excess of the Licensee's insurance and shall not contribute with it.
 - e. As commercially reasonable and at any time, City's Risk Manager may alter the requirements above or determine additional insurance is necessary for Licensee's operations.
 - f. Notice of Cancellation. 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.
 - g. Licensee and any and all Contractors shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the required insurance coverage. All certificates and endorsements are to be received by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee'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.
 - h. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to make reasonable efforts 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.
 - i. Notices to the City. The Licensee will provide the City, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations of the Billboard.
6. Damage or Destruction. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence or fault of the City or its officers, employees or agents.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

- 7.1. Licensee will defend, indemnify and hold harmless the City, its officers, officials, and employees, and agents (collectively, the "City") from and against any and all losses, damages, claims, actions, liabilities for bodily injury or personal injury (including death) or loss or damage to tangible or intangible property (collectively, "Claims") of whatever nature, including attorney's fees, court costs, expert witness fees, costs of litigation or expenses, cost of claim processing and investigation, caused in whole or in part that arise out of any act or omission of Licensee or its agents, employees and invitees (collectively, "Licensee") in connection with Licensee's, or related to Licensee's owners, officers, directors, agents or contractors, Permitted Use and operations in the License Area and that result directly or indirectly in any type of injury to or death of any person or the damage to or loss of any property, or that arise out of Licensee's use, activities or operations, including the failure of the Licensee to comply with any provision of this Agreement (collectively "Licensee's Conduct").

- a. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault or gross negligence of City, be defended and indemnified by Licensee against any and all Claims arising out of Licensee's Conduct. Licensee will be responsible for primary loss investigation, defense and judgment costs where the indemnification is applicable. City will give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this section, although timing of such notice will not diminish Licensee's duty to defend and indemnify unless such timing actually prejudices Licensee's ability to defend, and the Licensee will have the right to compromise and defend the same to the extent of its own interest.
 - b. City shall cooperate with Licensee and its counsel in such defense.
 - c. City may, but does not have the duty to, participate in the defense of any Claim with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations hereunder.
 - d. Licensee's obligations under this Agreement survive any termination of this Agreement or the Licensee's use or activities in the License Area.
 - e. In consideration for the use of the premises, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, employees, and agents arising from Licensee's use, activities, operations or occupancy of the premises.
- 7.2. Limitation of Liability. In no event is either party liable or obligated to the other party or any third party for any special, incidental, exemplary, consequential, punitive or indirect damages regardless of the form of action, whether under theory of contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of any such damages in advance. The foregoing limitation on liability shall not apply to claims for which a party is obligated to provide indemnity under this Agreement, claims arising from fraud, gross negligence or willful misconduct of a party, claims for breach of confidentiality, or claims of infringement of intellectual property rights.
- 7.3. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. **TAXES AND LICENSES**

- 8.1. Licensee must 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 License Area under authority of this Agreement, including any such tax assessable on the City.
 - 8.2. Licensee must, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.
9. **RULES AND REGULATIONS.** Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its use and activity or operations on the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee must display to the City, upon request, any permits, licenses or other evidence of compliance with all laws.

10. **TERMINATION**

10.1. For Cause

- a. Either party may terminate this Agreement in the event that the other party breaches this Agreement and fails to promptly remedy such breach within forty-eight (48) hours after receipt of notice from the other party. Notice must be made to either party's Project Manager, which notice may be verbal if provided on-site at the License Area to the other party's representative but must be followed up with an email to the other party's Project Manager documenting the deficiency.
- b. In the event either party fails to perform any of its obligations under this Agreement and such failure continues for forty-eight (48) hours and will impair the Permitted Use of the License Area, either party shall, in addition to all other rights and remedies available, have the right, but not the obligation, to perform the obligations of the offending party and collect from such, or set-off against amounts otherwise due, all sums actually expended to effect such cure.
- c. Licensee may terminate this Agreement in the event of any of the following:
 - 1. Prior to the use of the License Area, Licensee reasonably determines that the License Area is no longer technically compatible for its use or that it does not intend to use the License Area for its intended purposes.
 - 2. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the License Area.
- d. The City may terminate this Agreement and seek damages in the event of any of the following:
 - 1. The failure of Licensee to perform any of its obligations under this Agreement;
 - 2. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of receipt of actual notice by the Licensee.
 - 3. If the Licensee at any time and for any reason fails to maintain all insurance coverage required by this Agreement, alternatively, and at its sole discretion, the City may secure the required insurance at the Licensee's expense which will be immediately due and payable.

11. **DEFAULT**. Failure by a Party to take any authorized action upon default by the other party of any of the other party's breach of a term, covenant, condition or obligation of this Agreement, or the failure to declare any default or breach immediately upon occurrence thereof or delay in taking any action in connection therewith, shall not waive such default or breach or such covenant, term, or condition or any subsequent default or breach thereof.

12. **CITY'S REPRESENTATIONS AND WARRANTIES**

The City represents and warrants to the Licensee that:

- 12.1. It has the full right, power, and authority to execute this Agreement;

- 12.2. The City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
- 12.3. The City shall deliver the License Area to Licensee on the Commencement Date.
- 12.4. The City will not take any action inconsistent with Licensee's use of the License Area during the term of this Agreement.
- 12.5. The City has not and will not contract with, authorize or permit any vendors, merchants, lessees or other third parties to have access to or make any use of the License Area during the Term of this Agreement.
- 12.6. Advertising. The City will not issue any permit or otherwise grant permission for any temporary sign on the License Area to persons other than Licensee or the NFL.

13. **HAZARDOUS WASTE**

- 13.1. Licensee must not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the License Area subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances.
 - 13.2. Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services.
 - 13.3. Licensee must defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the License Area.
 - 13.4. Licensee must promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.
14. **PARTIES' PERSONNEL.** Each party's personnel are, and shall at all times remain, employees or contractors of such party, and each party shall exercise control over the conduct of their personnel and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance.
15. **INDEPENDENT CONTRACTOR.** Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Licensee is strictly an independent contractor subject to no control by City other than as expressly provided herein.
16. **NOTICES.** Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To City: City of Glendale
Attn: Brenda S. Fischer, City Manager
5850 W Glendale Avenue
Glendale, AZ 85301
Email: Citymanager@glendaleaz.com

with copy to: City of Glendale
Attn: Michael D. Bailey, City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301
Email: mbailey@glendaleaz.com

To Licensee: Inwindow Outdoor, LLC
Attn: Steve Birnhak
636 Broadway, Ste. 1218
New York, NY 10012
Email: steve@inwindowoutdoor.com

- 16.1. Either party may designate in writing a different address for notice purposes pursuant to this section.
- 16.2. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the party.
17. **ASSIGNMENT**. Neither Party may assign or sublease any of its interest, rights, or obligations of this Agreement hereunder without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer without the necessary consent will be void.
18. **SEVERABILITY**. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.
19. **IMMIGRATION LAW COMPLIANCE**.
- 19.1. Licensee, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.2. Any breach of warranty under this section above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 19.3. City retains the legal right to inspect the records of Licensee or subcontractor employee who performs work under this Agreement to ensure that Licensee or any subcontractor is compliant with the warranty under this section.
- 19.4. City may conduct random inspections, and upon request of the City, Licensee must provide copies of papers and records demonstrating continued compliance with the warranty under this

section. Licensee agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 19.5. Licensee agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon it and expressly accrue those obligations directly to the benefit of the City. Licensee also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 19.6. Licensee's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 19.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
20. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
21. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.
22. **MISCELLANEOUS.**
 - 22.1. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement.
 - 22.2. The parties have participated jointly in the drafting of this Agreement, and agree that it shall be interpreted, applied, and enforced according to the fair meaning of its terms and not be construed strictly in favor or against either party, regardless of which party may have drafted any of its provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

- 22.3. No provision of this Agreement may be waived or modified except by a written agreement signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of each party, and its successors and assigns.
23. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures on following page.]

EXECUTED to be effective on the date the agreement is fully executed by all Parties.

CITY OF GLENDALE, an Arizona municipal corporation


Brenda S. Fischer, City Manager

Date: 1-13-15

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

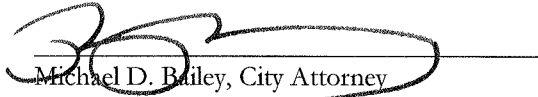

Michael D. Bailey, City Attorney

EXHIBIT A
Property Description

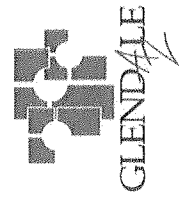
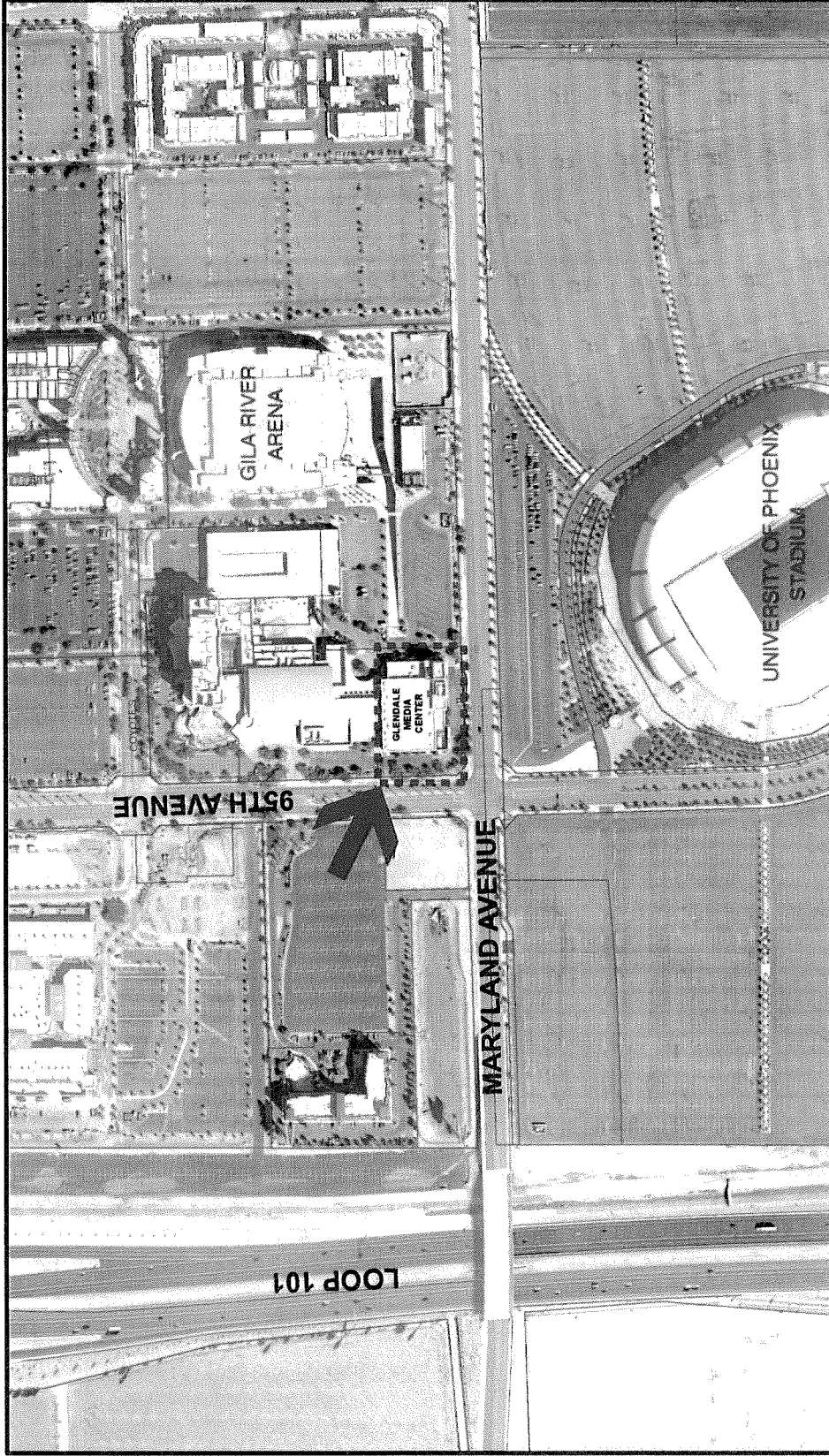


EXHIBIT A

GLENDALE MEDIA CENTER
9494 W. Maryland Avenue / 102-01-33E



Aerial Date: November 2012

EXHIBIT B
License Area and Approved Design

CONTENT PROOF	CLIENT: Inwindow Outdoor - Renaissance Hotel Glendale - South Face	JOB #: 20585	DATE: 01.05.2015				
OPTION 2	<table style="width:100%; border: none;"> <tr> <td style="width:25%;">20585-3.1 317" x 144" X1</td> <td style="width:25%;">20585-4.1 317" x 435" X1</td> <td style="width:25%;">20585-4.2 317" x 306" X1</td> <td style="width:25%;">20585-3.3 317" x 165" X1</td> </tr> </table>	20585-3.1 317" x 144" X1	20585-4.1 317" x 435" X1	20585-4.2 317" x 306" X1	20585-3.3 317" x 165" X1		
20585-3.1 317" x 144" X1	20585-4.1 317" x 435" X1	20585-4.2 317" x 306" X1	20585-3.3 317" x 165" X1				
PROOF: 2 <input type="checkbox"/> REP. Jerald Smith <input type="checkbox"/> DESIGNER: Michael Mascher		30 TO PRINT <input checked="" type="checkbox"/> APPROVED <input type="checkbox"/> CRE-PROOF					
COLOR PROOF: <input type="checkbox"/> Not Release <input type="checkbox"/> MacType <input type="checkbox"/> Adobe Illustrator							
<small>*This image is an artistic representation of how your sign will appear without the client's approval. It is not intended to be used for production purposes. © 2015 Inwindow Outdoor. All rights reserved. Inwindow Outdoor is not responsible for any errors or omissions in this document.</small>							

LICENSE AGREEMENT
(Glendale Media Center)

This LICENSE AGREEMENT (“**Agreement**”) is made and entered into by and between the City of Glendale, an Arizona municipal corporation (“**City**”) and Inwindow Outdoor, LLC, a Limited Liability Corporation authorized to do business in New York, (“**Licensee**”) (collectively “**Parties**”) to be effective on the date it is fully executed by all Parties.

RECITALS

A. The City is the owner of certain real property commonly known as the Glendale Media Center and controls outdoor advertising on said property located at 9494 West Maryland Avenue, Maricopa County Parcel No. 102-01-033E, Glendale, Arizona, as more fully described in Exhibit A, attached hereto. A portion of the south facing exterior wall of said property, as depicted on Exhibit B, will be licensed for use pursuant to this Agreement (“**License Area**”).

B. The National Football League (“**NFL**”) owns, produces and controls its annual professional football championship game known as the Super Bowl and its annual all-star exhibition game known as the Pro Bowl (together the “**Events**”) and all rights relating thereto on an exclusive, worldwide basis.

C. The 2015 Pro Bowl is scheduled to be played on January 25, 2015, and Super Bowl XLIX is scheduled to be played on February 1, 2015, both at the University of Phoenix Stadium near the License Area.

D. The Licensee is the owner and operator of an advertising company representing Pepsi Co., an official NFL Partner, and desires to utilize the License Area to place a building wrap advertisement on behalf of its client shown in Exhibit B.

F. Licensee and City desire for Licensee to use the License Area in accordance with the terms set forth below.

G. Licensee and City desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are true and correct and are incorporated into and shall constitute a part of this Agreement.
2. LICENSE. The City hereby grants to Licensee the right to use the License Area only for the purpose of installing and displaying an outdoor building wrap advertising the Pepsi brand during the Term of this Agreement (“**Permitted Use**”) and no other use; and, subject to the provisions and conditions of this Agreement:
 - 2.1. Access. During the Term of this Agreement, Licensee will have non-exclusive access to the License Area only as described in § 5, “Licensee’s Operations” for the Permitted Use.
 - 2.2. Project Manager. Upon execution of this Agreement, City and Licensee will each designate a project manager to coordinate the parties’ performance under this Agreement. Each project

manager will devote such time and effort to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this Agreement or to work related to the Licensee's use.

2.3. Rights, Use Requirements, and Restrictions.

- a. Licensee's rights under this Agreement are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area.
- b. Licensee's rights under this Agreement are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee's use of the License Area.
- c. Licensee may use the License Area only for the Permitted Use and no other use.
- d. Licensee's Permitted Use includes the following:
 1. Removing existing window graphic, as depicted on Exhibit B, on the south facing windows of the License Area;
 2. Preparing the exterior of the building and windows of the License Area for new application;
 3. Applying a temporary, removable building wrap material to the exterior of the building on the License Area. Final design must be approved by the NFL and City prior to application and must prominently display "Glendale, Arizona".
 4. Removing the temporary building wrap material and cleaning the building and windows to restore them to their original condition, no wear and tear excepted, at the conclusion of the Term;
 5. Replacing the City's window graphic in accordance with the specifications identified in § 4.2 no later than 5:00p.m. on February 6, 2015; and,
 6. All other uses directly related to the Permitted Use.

2.4. "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice the Licensee has determined to be necessary related to this Agreement, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in § 12, including any warranties or representations by the City as to its condition or fitness for any use.

2.5. Limitation on Grant. The Parties do not by this instrument intend to create a lease, easement, or other real property interest or vest with Licensee any real property interest in the License Area and nothing express or implied in this Agreement grants Licensee any right or authority to enter, occupy, or use any property that is not solely owned by the City and fully described herein.

2.6. Rights Reserved

- a. Licensee acknowledges that its use of the License Area is subject and subordinate to the City's use of the License Area.
- b. City may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.

3. TERM.

3.1. License Period. This Agreement shall commence on January 19, 2015 ("Commencement Date") and end on February 6, 2015 ("Term"), unless terminated earlier as provided in this Agreement. The Effective Date of the License Agreement shall be the date it is fully executed by all Parties.

3.2. Surrender of Possession

- a. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this Agreement cease, and it must surrender and leave the License Area in as good condition as it was provided to Licensee, including removal of personal property from the License Area, and removal of any paper, litter or trash.
- b. Except in the case of inclement weather, acts of God, or domestic terrorism, if Licensee fails to remove any of its property and replace the City's window graphic by 5:00p.m. on February 6, 2015 as required by § 2.3.d.5, the Licensee agrees that the City shall, at the Licensee's sole expense, remove or cause to have removed Licensee's property, including but not limited to the building wrap, and replace or cause to have replaced the City's window graphic, as defined in § 4.2.
- c. In the event the City takes action pursuant to § 3.2.b, Licensee shall pay, within five (5) days of receiving notice from the City that it has acted, a five-thousand dollar (\$5,000.00) penalty in addition to reimbursing the City's costs incurred pursuant to § 3.2.b.

3.3. Hold-Over. In the event Licensee continues to occupy the License Area after the expiration or termination of this Agreement, Licensee shall pay a penalty of five hundred dollars (\$500.00) per day for each day held over up to five (5) days. Beginning on the sixth (6th) hold over day, Licensee shall pay a penalty of five thousand dollars (\$5,000) per day for each day held over.

4. LICENSE FEES AND CONSIDERATION

For its right to use the License Area, the City accepts the following consideration as full remuneration for the Licensee's use in accordance with the License Agreement to be paid on or before the Commencement Date of this agreement with certified funds or wire transfer:

- 4.1. Licensee shall pay a total sum of fifty-thousand dollars (\$50,000.00) for use of the License Area as follows:
 - a. \$49,853.46 – Use Fee
 - b. \$116.51 – Plan Review Fee
 - c. \$30.03 – Banner Permit Fee

- 4.2. Licensee shall arrange and pay for any and all goods and services necessary to replace the City's existing window graphic including removal of material, glass cleaning, and equipment rental, all in accordance with the existing graphic specifications: thirty-six feet (36') wide by twenty-four feet (24') high, four color process on clear focus perforated vinyl, printed to fit between window mullions/grid, and surveyed to ensure appropriate fit. Final design review and specifications are subject to the city's approval prior to installation and must be received five (5) business days in advance of the intended installation date and no later than January 30, 2015
- 4.3. In consideration for its use of the License Area, Licensee will include "Glendale, Arizona" prominently on the temporary building wrap advertisement being placed in the Licensee Area on behalf of its client.

5. LICENSEE'S OPERATIONS

5.1. Generally

- a. Licensee must at all times have on-call and at the City's access an active, qualified and experienced representative to supervise the Permitted Use and who is authorized to act for the Licensee in matters pertaining to all emergencies and the execution of the Permitted Use. Licensee will provide the City with the name and 24-hour telephone number for the Licensee Project Manager.
- b. Licensee, at all times during the Term of this Agreement, must operate and maintain the License Area in a clean and orderly condition and use commercially reasonable care in the use of the License Area so as not to constitute a nuisance, jeopardize the public safety, sell or distribute alcohol or illegal drugs, permit nudity, or allow any other unlawful activity.
- c. The Licensee is responsible for obtaining and paying for all utilities and equipment necessary in connection with the Permitted Use of the License Area.
- d. In addition to any permits or approvals from City, Licensee will procure, at its sole cost, any license, permit or approval of any other governmental agency having jurisdiction over the License Area necessary for the Permitted Use of the License Area ("**Governmental Approvals**"). Licensee's obligations under this Agreement shall be subject to receipt of all Governmental Approvals. Each Party will cooperate with the other in good faith to obtain the Government Approvals, and City will promptly execute all applications and other documentation necessary for Licensee to obtain the Governmental Approvals. Licensee shall reimburse City within ten (10) days for any penalties or fines resulting from Licensee's failure to comply with any Governmental Approvals.

5.2. Improvements and Services

- a. Licensee's Contractors
 1. Licensee may use contractors and suppliers in its reasonable discretion in the performance of Improvements and Services. Licensee is responsible for ensuring the Licensee's contractor(s) or other agents performing work at the License Area shall maintain the minimum insurance requirements identified in this License. The insurance policies shall be endorsed to contain the City of Glendale, its officers, officials, employees, and volunteers as an additional insured in connection with its Permitted Use and Improvements and Services and any other work or operations.

2. Licensee's Improvements and Services must be designed and materials and labor purchased at the Licensee's sole expense. In the event Licensee or its Contractors cause damage to City owned property, the Licensee is responsible for reporting the claim to the applicable insurance company.
3. In no event is the City obligated to compensate the Licensee or any contractor or supplier in any manner for any of the Licensee's Improvements or Services or other work performed by the Licensee or any contractor in connection with the Permitted Use or during or related to this Agreement.
4. Licensee must timely pay for all labor, materials, and work, and all professional and other services related to its operations within the License Area, and will defend, indemnify and hold harmless the City against all related claims caused by Licensee and no liens against the License Area shall be permitted.
5. All work performed on the License Area by the Licensee or any sub-contractors must be performed in a workmanlike manner, as reasonably determined by the City, and will be diligently pursued to completion and in conformance with all building codes and similar rules.

5.3. Insurance

- a. Licensee and any and all Contractors shall procure and maintain until all obligations have been discharged the minimum insurance requirements as outlined below in connection with its Permitted Use and Improvements and any other work or operations in the License Area. The insurance requirements contained herein are minimum requirements and in no way limit the indemnity covenants contained in the License. The City in no way warrants that the minimums are sufficient to protect Licensee or its Contractors as they are free to purchase additional insurance as they deem necessary.

Minimum Insurance Requirements

1. Workers' Compensation Insurance as required by the State of Arizona with Statutory Limits. This policy shall include Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.
 2. Commercial General Liability Insurance on an occurrence basis that includes property damage, fire damage legal liability, bodily injury, personal and advertising injury, products and completed operations and contractual liability with limits not less than \$2,000,000 per occurrence, \$4,000,000 aggregate and \$100,000 fire damage liability.
 3. Automobile Liability Insurance that includes bodily injury and property damage for any owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000.
- b. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona with an AM Best rating not less than A-, VII by AM Best.
 - c. The General and Automobile liability policies shall contain or be endorsed to contain the City of Glendale, its officers, officials, employees and volunteers as additional insureds with respect to liability arising out of Licensee's Permitted Use and Improvements and any other work or operations in the License Area.

- d. Licensee'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 excess of the Licensee's insurance and shall not contribute with it.
 - e. As commercially reasonable and at any time, City's Risk Manager may alter the requirements above or determine additional insurance is necessary for Licensee's operations.
 - f. Notice of Cancellation. 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.
 - g. Licensee and any and all Contractors shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the required insurance coverage. All certificates and endorsements are to be received by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee'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.
 - h. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to make reasonable efforts 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.
 - i. Notices to the City. The Licensee will provide the City, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations of the Billboard.
6. Damage or Destruction. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence or fault of the City or its officers, employees or agents.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

- 7.1. Licensee will defend, indemnify and hold harmless the City, its officers, officials, and employees, and agents (collectively, the "City") from and against any and all losses, damages, claims, actions, liabilities for bodily injury or personal injury (including death) or loss or damage to tangible or intangible property (collectively, "Claims") of whatever nature, including attorney's fees, court costs, expert witness fees, costs of litigation or expenses, cost of claim processing and investigation, caused in whole or in part that arise out of any act or omission of Licensee or its agents, employees and invitees (collectively, "Licensee") in connection with Licensee's, or related to Licensee's owners, officers, directors, agents or contractors, Permitted Use and operations in the License Area and that result directly or indirectly in any type of injury to or death of any person or the damage to or loss of any property, or that arise out of Licensee's use, activities or operations, including the failure of the Licensee to comply with any provision of this Agreement (collectively "Licensee's Conduct").

- a. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault or gross negligence of City, be defended and indemnified by Licensee against any and all Claims arising out of Licensee's Conduct. Licensee will be responsible for primary loss investigation, defense and judgment costs where the indemnification is applicable. City will give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this section, although timing of such notice will not diminish Licensee's duty to defend and indemnify unless such timing actually prejudices Licensee's ability to defend, and the Licensee will have the right to compromise and defend the same to the extent of its own interest.
- b. City shall cooperate with Licensee and its counsel in such defense.
- c. City may, but does not have the duty to, participate in the defense of any Claim with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations hereunder.
- d. Licensee's obligations under this Agreement survive any termination of this Agreement or the Licensee's use or activities in the License Area.
- e. In consideration for the use of the premises, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, employees, and agents arising from Licensee's use, activities, operations or occupancy of the premises.

7.2. Limitation of Liability. In no event is either party liable or obligated to the other party or any third party for any special, incidental, exemplary, consequential, punitive or indirect damages regardless of the form of action, whether under theory of contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of any such damages in advance. The foregoing limitation on liability shall not apply to claims for which a party is obligated to provide indemnity under this Agreement, claims arising from fraud, gross negligence or willful misconduct of a party, claims for breach of confidentiality, or claims of infringement of intellectual property rights.

7.3. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. TAXES AND LICENSES

- 8.1. Licensee must 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 License Area under authority of this Agreement, including any such tax assessable on the City.
- 8.2. Licensee must, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

9. RULES AND REGULATIONS. Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its use and activity or operations on the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee must display to the City, upon request, any permits, licenses or other evidence of compliance with all laws.

10. **TERMINATION**

10.1. **For Cause**

- a. Either party may terminate this Agreement in the event that the other party breaches this Agreement and fails to promptly remedy such breach within forty-eight (48) hours after receipt of notice from the other party. Notice must be made to either party's Project Manager, which notice may be verbal if provided on-site at the License Area to the other party's representative but must be followed up with an email to the other party's Project Manager documenting the deficiency.
- b. In the event either party fails to perform any of its obligations under this Agreement and such failure continues for forty-eight (48) hours and will impair the Permitted Use of the License Area, either party shall, in addition to all other rights and remedies available, have the right, but not the obligation, to perform the obligations of the offending party and collect from such, or set-off against amounts otherwise due, all sums actually expended to effect such cure.
- c. Licensee may terminate this Agreement in the event of any of the following:
 - 1. Prior to the use of the License Area, Licensee reasonably determines that the License Area is no longer technically compatible for its use or that it does not intend to use the License Area for its intended purposes.
 - 2. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the License Area.
- d. The City may terminate this Agreement and seek damages in the event of any of the following:
 - 1. The failure of Licensee to perform any of its obligations under this Agreement;
 - 2. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of receipt of actual notice by the Licensee.
 - 3. If the Licensee at any time and for any reason fails to maintain all insurance coverage required by this Agreement, alternatively, and at its sole discretion, the City may secure the required insurance at the Licensee's expense which will be immediately due and payable.

11. **DEFAULT.** Failure by a Party to take any authorized action upon default by the other party of any of the other party's breach of a term, covenant, condition or obligation of this Agreement, or the failure to declare any default or breach immediately upon occurrence thereof or delay in taking any action in connection therewith, shall not waive such default or breach or such covenant, term, or condition or any subsequent default or breach thereof.

12. **CITY'S REPRESENTATIONS AND WARRANTIES**

The City represents and warrants to the Licensee that:

- 12.1. It has the full right, power, and authority to execute this Agreement;

- 12.2. The City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
- 12.3. The City shall deliver the License Area to Licensee on the Commencement Date.
- 12.4. The City will not take any action inconsistent with Licensee's use of the License Area during the term of this Agreement.
- 12.5. The City has not and will not contract with, authorize or permit any vendors, merchants, lessees or other third parties to have access to or make any use of the License Area during the Term of this Agreement.
- 12.6. Advertising. The City will not issue any permit or otherwise grant permission for any temporary sign on the License Area to persons other than Licensee or the NFL.

13. **HAZARDOUS WASTE**

- 13.1. Licensee must not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the License Area subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances.
 - 13.2. Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services.
 - 13.3. Licensee must defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the License Area.
 - 13.4. Licensee must promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.
14. **PARTIES' PERSONNEL.** Each party's personnel are, and shall at all times remain, employees or contractors of such party, and each party shall exercise control over the conduct of their personnel and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance.
15. **INDEPENDENT CONTRACTOR.** Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Licensee is strictly an independent contractor subject to no control by City other than as expressly provided herein.
16. **NOTICES.** Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To City: City of Glendale
Attn: Brenda S. Fischer, City Manager
5850 W Glendale Avenue
Glendale, AZ 85301
Email: Citymanager@glendaleaz.com

with copy to: City of Glendale
Attn: Michael D. Bailey, City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301
Email: m Bailey@glendaleaz.com

To Licensee: Inwindow Outdoor, LLC
Attn: Steve Birnhak
636 Broadway, Ste. 1218
New York, NY 10012
Email: steve@inwindowoutdoor.com


- 16.1. Either party may designate in writing a different address for notice purposes pursuant to this section.
- 16.2. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the party.
17. **ASSIGNMENT**. Neither Party may assign or sublease any of its interest, rights, or obligations of this Agreement hereunder without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer without the necessary consent will be void.
18. **SEVERABILITY**. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.
19. **IMMIGRATION LAW COMPLIANCE**.
- 19.1. Licensee, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.2. Any breach of warranty under this section above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 19.3. City retains the legal right to inspect the records of Licensee or subcontractor employee who performs work under this Agreement to ensure that Licensee or any subcontractor is compliant with the warranty under this section.
- 19.4. City may conduct random inspections, and upon request of the City, Licensee must provide copies of papers and records demonstrating continued compliance with the warranty under this

section. Licensee agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 19.5. Licensee agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon it and expressly accrue those obligations directly to the benefit of the City. Licensee also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 19.6. Licensee's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 19.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
20. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
21. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.
22. **MISCELLANEOUS.**
 - 22.1. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement.
 - 22.2. The parties have participated jointly in the drafting of this Agreement, and agree that it shall be interpreted, applied, and enforced according to the fair meaning of its terms and not be construed strictly in favor or against either party, regardless of which party may have drafted any of its provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

- 22.3. No provision of this Agreement may be waived or modified except by a written agreement signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of each party, and its successors and assigns.
23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures on following page.]

Countersigned
Seperately 

EXECUTED to be effective on the date the agreement is fully executed by all Parties.

CITY OF GLENDALE, an Arizona municipal
corporation

Brenda S. Fischer, City Manager

Date: _____

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

INWINDOW OUTDOOR, LLC, a BLANK corporation

[Handwritten Signature]

By: Steve Birnbak
Its: Inwindow Outdoor, CEO

Date: 1/12/15

STATE OF New York)
County of New York) ss.

The foregoing instrument was acknowledged before me this 12 day of Jan, 2015, by Steven Birnbak in his/her capacity as authorized representative of INWINDOW OUTDOOR, LLC.

[Handwritten Signature]
Notary Public

My Commission Expires:
08/05/2017

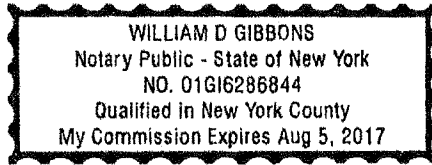


EXHIBIT A
Property Description



EXHIBIT A
GLENDALE MEDIA CENTER
9494 W. Maryland Avenue / 102-01-33E



Aerial Date: November 2012

EXHIBIT B
License Area and Approved Design

<p>30888113001</p>	<p>CLINTONDALE, ARIZONA</p>	<p>DATE: 11/15/2011</p>	<p>DATE: 11/15/2011</p>
<p>OPTION 3</p>	<p>29585-3.1 317' x 146' x1</p>	<p>29585-3.2 317' x 150' x1</p>	<p>29585-4.2 317' x 300' x1</p>
<p>020115 GLENDALE, ARIZONA SO CLOSE YOU CAN TASTE IT pepsi</p>			
<p>REPORT 1</p>	<p>DATE: 11/15/2011</p>	<p>DATE: 11/15/2011</p>	<p>DATE: 11/15/2011</p>
<p>REPORT 2</p>	<p>DATE: 11/15/2011</p>	<p>DATE: 11/15/2011</p>	<p>DATE: 11/15/2011</p>



Legislation Description

File #: 15-078, Version: 1

RATIFY LICENSE AGREEMENT WITH OUTLETS AT WESTGATE, LLC FOR THE USE OF CITY PROPERTY FOR TANGER EMPLOYEE PARKING RELATED TO PRO BOWL AND SUPER BOWL

Staff Contact: Jean Moreno, Program Administrator, Office of Economic Development

Purpose and Recommended Action

This is a request for City Council to ratify a License Agreement with Outlets at Westgate, LLC for the use of City Property located in the vicinity of New River Road and Glendale Avenues for replacement employee parking on the dates of Pro Bowl and Super Bowl for a fee of \$10,500.

Background

The City of Glendale owns property located to the east of the airport outside of the secure area on the north side of Glendale Avenue at New River Road as shown in Exhibit A of the attached agreement. The Outlets at Westgate, LLC, otherwise known as Tanger, has dedicated a portion of its available parking at the retail development to the National Football League (NFL) for use in accommodating the NFL's needs for the Pro Bowl and Super Bowl events taking place at the University of Phoenix Stadium. The City did not request nor cause the displacement of Tanger parking, and Tanger will be generating revenue as a result of their arrangement with the NFL.

The Tanger development has created a significant economic impact for our community and is a dedicated community stakeholder committed to ensuring the best possible guest experience during these national events. Tanger sought the City's assistance in identifying off-site parking for employees on game days as a result of their arrangement with the NFL. Staff recommended the aforementioned property which was found to be suitable to Tanger. This property was previously used in the past for parking associated with a national event (2007 Fiesta Bowl Spectator Parking), so parking has been a previously-approved use.

Due to the cost to run a shuttle from this area, this property was not being utilized by the City for any parking or other purposes for the national events. In determining the fair market value for parking, staff examined the city's parking purchases, and as recent as June 2014, the City purchased improved parking for approximately \$10 per space in Westgate. Although the licensed property is approximately one mile from the Tanger development and the parking is unimproved, due to the parking demand \$10 per space was found to be a reasonable market value. Tanger needed 500 spaces per game which resulted in the License Fee of \$5,000 per event day.

The timing of negotiating contract terms and developing a License Agreement did not allow for this item to be placed on a City Council agenda in advance of the required activation date of January 19, 2015 which is the date Tanger needed access to the property to begin placement of light towers. The City Manager has administrative authority to execute License Agreements of this nature and due to the urgent timing that was

beyond the City's control, this License Agreement was executed in accordance with that authority.

Analysis

The License Agreement gives Tanger authorization to use the property only for providing parking for employees of the Tanger Outlets retail development on Pro Bowl and Super Bowl dates. Tanger will be responsible for managing the parking and circulation of vehicles inside the License Area, placing supplemental light towers and directional signage, operating a shuttle from the License Area to the retail development, and for cleaning the lot after their operations.

In exchange for this use, Tanger has paid a total License Fee of \$10,000 (\$5,000 per event day) in addition to \$500 for the placement of one directional sign that was prepared and placed by the City of Glendale.

Budget and Financial Impacts

No expenditure was required by the City to enter into this agreement. The net effect is \$10,500 in fee revenue to be deposited into the Airport Fund.

LICENSE AGREEMENT
(New River Road and Glendale Avenue)

This LICENSE AGREEMENT (“**Agreement**”) is made and entered into by and between the City of Glendale, an Arizona Municipal Corporation (“**City**”) and Outlets at Westgate, LLC, a Delaware Corporation authorized to do business in Arizona (“**Licensee**”) (collectively “**Parties**”) to be effective on the date it is fully executed by all Parties.

RECITALS

A. The City is the owner of certain real property located in the vicinity of New River Road and Glendale Avenue, Maricopa County Parcel No. 102-60-019A, Glendale, Arizona, (“**License Area**”) more fully described in Exhibit A attached hereto and will be licensed for use pursuant to this Agreement.

B. The Licensee is the owner and operator of a significant retail development otherwise known as Tanger Outlets located at 6800 N. 95th Avenue, Glendale, Arizona.

C. The National Football League (“**NFL**”) owns, produces and controls its annual professional football championship game known as the Super Bowl and its annual all-star exhibition game known as the Pro Bowl (together the “**Events**”) and all rights relating thereto on an exclusive, worldwide basis.

D. The 2015 Pro Bowl is scheduled to be played on January 25, 2015, and Super Bowl XLIX is scheduled to be played on February 1, 2015, both at the University of Phoenix Stadium near the License Area.

E. Licensee will be dedicating a portion of its available parking to the NFL for use in accommodating parking needs of the Events.

F. Licensee and City desire for Licensee to use the License Area to provide off-site parking for employees of the Licensee's tenants during the Events in accordance with the terms set forth below.

G. Licensee and City desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are true and correct and are incorporated into and shall constitute a part of this Agreement.
2. LICENSE. The City hereby grants to Licensee the right to use the License Area only for providing parking for employees of the Tanger Outlets retail development on the Event dates and as otherwise described in § 2.3.d, below (“**Permitted Use**”) and no other use; and, subject to the provisions and conditions of this Agreement:
 - 2.1. Parking Area. During the Term of this Agreement, Licensee will have non-exclusive access to the License Area only as described in § 5, “Licensee’s Operations” for the Permitted Use.
 - 2.2. Project Manager. Upon execution of this Agreement, City and Licensee will each designate a project manager to coordinate the parties’ performance under this Agreement. Each project manager will devote such time and effort to the project as may be necessary for timely, good

faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this Agreement or to work related to the Licensee's use.

2.3. Rights, Use Requirements, and Restrictions.

- a. Licensee's rights under this Agreement are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area.
- b. Licensee's rights under this Agreement are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee's use of the License Area.
- c. Licensee may use the License Area only for the Permitted Use and no other use.
- d. Licensee's Permitted Use includes the following:
 1. Use of the property for employee parking beginning at 8:00 a.m. on the Event date, extending until 2:00 a.m. the following day.
 2. Managing the parking and circulation of vehicles inside the License Area;
 3. Placing and using supplemental light towers and directional signage;
 4. Operating a shuttle from the License Area to the retail development; and,
 5. All other uses directly related to providing employee parking on Event dates.
- e. Except for enforcement authority vested in the Glendale Police Department or other governmental authority, Licensee shall have the right to set and enforce appropriate rules and guidelines for use of the License Area on Event dates.

2.4. "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice the Licensee has determined to be necessary related to this Agreement, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in § 12, including any warranties or representations by the City as to its condition or fitness for any use. Licensee's acceptance of the License Area "as is" shall not include the acceptance of any latent dangerous or hazardous condition that is not discoverable upon inspection.

2.5. Limitation on Grant. The Parties do not by this instrument intend to create a lease, easement, or other real property interest or vest with Licensee any real property interest in the License Area and nothing express or implied in this Agreement grants Licensee any right or authority to enter, occupy, or use any property that is not solely owned by the City and fully described herein.

2.6. Rights Reserved

- a. Licensee acknowledges that its use of the License Area is subject and subordinate to the City's use of the License Area, including use of the License Area for parking.

- b. City may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.

3. **TERM.**

3.1. **License Period.** This Agreement shall commence on January 19, 2015 (“**Commencement Date**”) and end on February 5, 2015 (“**Term**”), unless terminated earlier as provided in this Agreement. The Effective Date of the License Agreement shall be the date it is fully executed by all Parties.

3.2. **Surrender of Possession**

- a. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this Agreement cease, and it must surrender and leave the License Area in as good condition as it was provided to Licensee, including removal of personal property from the License Area, and removal of any paper, litter or trash.
- b. Licensee shall not be responsible for reasonable wear and tear to the License Area associated with the nature of the Permitted Use or for any reclamation activities or restoration of the License Area.
- c. If Licensee fails to remove any of its property upon expiration or termination of this Agreement, it will have a grace period of three (3) days in order to cause such removal, after which such property will become a part of the License Area and ownership will vest in the City. Alternatively, the City may, at the Licensee's expense, have the property removed after such 3-day period.

3.3. **Hold-Over.** In the event Licensee continues to occupy the License Area after the expiration or termination of this Agreement, such hold-over does not constitute a renewal or extension of this Agreement and in no case may the hold-over exceed ten (10) business days.

4. **LICENSE FEES**

For its right to use the License Area, the City accepts the following consideration as full remuneration for the Licensee's use in accordance with the License Agreement to be paid on or before the Commencement Date of this agreement:

- 4.1. Licensee shall pay a sum of five thousand dollars (\$5,000.00) for use of the property for each Event day not to exceed a total of ten thousand dollars (\$10,000.00).
- 4.2. Licensee shall pay a total sum of five hundred dollars (\$500.00) for the placement of one (1) directional sign which shall be prepared and placed by the City on the south side of Glendale Avenue near the entrance to the License Area on each of the Event days. The sign shall be placed by the City accordingly no later than 8:00am on each of the Event Days.

5. **LICENSEE'S OPERATIONS**

5.1. **Generally**

- a. Licensee must at all times have on-call and at the City's access an active, qualified and experienced representative to supervise the Permitted Use and who is authorized to act for the Licensee in matters pertaining to all emergencies and the operation of the Permitted

Use. Licensee will provide the City with the name and 24-hour telephone number for the Licensee Project Manager.

- b. Licensee, at all times during the Term of this Agreement, must operate and maintain the License Area in a clean and orderly condition and use commercially reasonable care in the use of the License Area so as not to constitute a nuisance, jeopardize the public safety, sell or distribute alcohol or illegal drugs, permit nudity, or allow any other unlawful activity.
- c. The Licensee is responsible for obtaining and paying for all utilities necessary to support the Permitted Use of the License Area.
- d. Licensee will procure, at its sole cost, any license, permit or approval of any governmental agency having jurisdiction over the License Area necessary for the Permitted Use of the License Area (“**Governmental Approvals**”). Licensee’s obligations under this Agreement shall be subject to receipt of all Governmental Approvals. Each Party will cooperate with the other in good faith to obtain the Government Approvals, and City will promptly execute all applications and other documentation necessary for Licensee to obtain the Governmental Approvals. Licensee shall reimburse City within ten (10) days for any penalties or fines resulting from Licensee’s failure to comply with any Governmental Approvals.

5.2. Improvements and Services

- a. Licensee does not intend to alter the License Area, but may, at its sole cost, elect to paint lines on the property to mark parking or shuttle areas.
- b. Licensee shall place light towers, at its sole cost, on the property for use during operating hours on the Event days.
- c. Licensee shall hire a contractor, at its sole cost, to provide parking management and shuttle operation services on the Event days.
- d. Licensee’s Contractors

Licensee may use contractors and suppliers in its reasonable discretion in the performance of Improvements and Services. Licensee shall ensure that the Licensee’s contractor/s performing work at the License Area maintain the minimum insurance requirements identified in this License Agreement. The insurance policies shall be endorsed to contain the City of Glendale, its officers, officials, employees, and volunteers as an additional insured in connection with its Permitted Use and Improvements and any other work or operations.

- 1. Licensee’s Improvements must be designed and materials and labor purchased at the Licensee’s sole expense. In the event Licensee or its Contractors cause damage to City owned property, the Licensee is responsible for reporting the claim to the applicable insurance company.
- 2. In no event is the City obligated to compensate Licensee or any contractor or supplier in any manner for any of the Licensee’s Improvements or other work performed by Licensee or any contractor in connection with the Permitted Use or during or related to this Agreement.

3. Licensee must timely pay for all labor, materials, and work, and all professional and other services related to its operations within the License Area, and will defend, indemnify and hold harmless the City against all related claims caused, in whole or in part, by Licensee and no liens against the License Area shall be permitted.
4. All work performed on the License Area by Licensee or any sub-contractors must be performed in a workmanlike manner, as reasonably determined by the City, and will be diligently pursued to completion and in conformance with all building codes and similar rules.

5.3. Insurance

- a. Licensee and any and all Contractors shall procure and maintain until all obligations have been discharged the minimum insurance requirements as outlined below in connection with its Permitted Use and Improvements and any other work or operations in the License Area. The insurance requirements contained herein are minimum requirements and in no way limit the indemnity covenants contained in the License. The City in no way warrants that the minimums are sufficient to protect Licensee or its Contractors as they are free to purchase additional insurance as they deem necessary.

Minimum Insurance Requirements

1. Workers' Compensation Insurance as required by the State of Arizona with Statutory Limits. This policy shall include Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.
 2. Commercial General Liability Insurance on an occurrence basis that includes property damage, fire damage legal liability, bodily injury, personal and advertising injury, products and completed operations and contractual liability with limits not less than \$2,000,000 per occurrence, \$2,000,000 aggregate and \$100,000 fire damage liability.
 3. Automobile Liability Insurance that includes bodily injury and property damage for any owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000.
- b. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona with an AM Best rating not less than A-, VII by AM Best.
 - c. The General and Automobile liability policies shall contain or be endorsed to contain the City of Glendale, its officers, officials, and employees as additional insureds with respect to liability arising out of Licensee's Permitted Use and Improvements and any other work or operations in the License Area. To the extent that City volunteers are utilized to perform work or operations in the License Area, with the prior consent and agreement of Licensee, then Licensee will name such volunteers as additional insured with respect to the General and Automobile liability policies.
 - d. Licensee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Licensee's insurance and shall not contribute with it.
 - e. As commercially reasonable and at any time, City's Risk Manager may alter the requirements above or determine additional insurance is necessary for Licensee's operations.

- f. Notice of Cancellation. 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.
 - g. Licensee and any and all Contractors shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the required insurance coverage. All certificates and endorsements are to be received by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee'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.
 - h. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to make reasonable efforts 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.
 - i. Notices to the City. The Licensee will provide the City, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations.
6. **Damage or Destruction.** The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence or fault of the City or its officers, employees or agents.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY**

- 7.1. Licensee will defend, indemnify and hold harmless the City, its officers, officials, and employees, and agents (collectively, the "City") from and against any and all losses, damages, claims, actions, liabilities for bodily injury or personal injury (including death) or loss or damage to tangible or intangible property (collectively, "Claims") of whatever nature, including reasonable attorney's fees, court costs, expert witness fees, costs of litigation or expenses, cost of claim processing and investigation, caused in whole or in part that arise out of any act or omission of Licensee or its agents, employees and invitees (collectively, "Licensee") in connection with Licensee's, or related to Licensee's owners, officers, directors, agents or contractors, Permitted Use and operations in the License Area and that result directly or indirectly in any type of injury to or death of any person or the damage to or loss of any property, or that arise out of Licensee's use, activities or operations, including the failure of the Licensee to comply with any provision of this Agreement (collectively "Licensee's Conduct").
- a. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault or gross negligence of City, be defended and indemnified by Licensee against any and all Claims arising out of Licensee's Conduct. Licensee will be responsible for primary loss investigation, defense and judgment costs where the indemnification is applicable. City will give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this section, although timing of such notice will not diminish Licensee's duty to defend and indemnify unless such timing actually prejudices Licensee's ability to defend or Licensee's legal rights and remedies thereunder, and the Licensee will have the right to compromise and defend the same to the extent of its own interest.

- b. City shall cooperate with Licensee and its counsel in such defense.
- c. City may, but does not have the duty to, participate in the defense of any Claim with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations hereunder.
- d. Licensee's obligations under this Agreement survive any termination of this Agreement or the Licensee's use or activities in the License Area.
- e. In consideration for the use of the premises, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, employees, and agents arising from Licensee's use, activities, operations or occupancy of the premises.

7.2. Limitation of Liability. In no event is either party liable or obligated to the other party or any third party for any special, incidental, exemplary, consequential, punitive or indirect damages regardless of the form of action, whether under theory of contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of any such damages in advance. The foregoing limitation on liability shall not apply to claims for which a party is obligated to provide indemnity under this Agreement, claims arising from fraud, gross negligence or willful misconduct of a party, claims for breach of confidentiality, or claims of infringement of intellectual property rights.

7.3. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. TAXES AND LICENSES

8.1. Licensee must 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 License Area under authority of this Agreement, including any such tax assessable on the City.

8.2. Licensee must, at its own cost, obtain and maintain in full force and effect during the Term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

9. RULES AND REGULATIONS. Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its use and construction activity or operations on the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee must display to the City, upon request, any permits, licenses or other evidence of compliance with all laws.

10. TERMINATION

10.1. For Cause

- a. Either party may terminate this Agreement in the event that the other party breaches this Agreement and fails to promptly remedy such breach within forty-eight (48) hours after receipt of notice from the other party. Notice must be made to either party's Project Manager, which notice may be verbal if provided on-site at the License Area to the other party's representative but must be followed up with an email to the other party's Project Manager documenting the deficiency.
- b. In the event either party fails to perform any of its obligations under this Agreement and such failure continues for forty-eight (48) hours and will impair the Permitted Use of the

License Area, either party shall, in addition to all other rights and remedies available, have the right, but not the obligation, to perform the obligations of the offending party and collect from such, or set-off against amounts otherwise due, all sums actually expended to effect such cure.

- c. Licensee may terminate this Agreement in the event of any of the following and, if such an event occurs, the City will process a refund for the amount of the License Fee paid, but will not be liable for any other damages:
 - 1. Prior to the use of the License Area Licensee reasonably determines that the License Area is no longer technically compatible for its use or that it does not intend to use the License Area for its intended purposes.
 - 2. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the License Area.
 - 3. The License Area becomes unusable as a result of inclement weather or other Act of God.
 - 4. Licensee cannot obtain the required licenses or permits or it becomes, in Licensee's sole and reasonable discretion, unduly burdensome or cost prohibitive to obtain such licenses or permits.
 - 5. One or more of the NFL Events is cancelled or postponed.
 - d. The City may terminate this Agreement and seek damages in the event of any of the following:
 - 1. The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to remedy this failure within forty-eight hours of receiving written notice from the City of said failure.;
 - 2. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of receipt of actual notice by the Licensee.
 - 3. If the Licensee at any time and for any reason fails to maintain all insurance coverage required by this Agreement, alternatively, and at its sole discretion, the City may secure the required insurance at the Licensee's expense which will be immediately due and payable.
11. **DEFAULT.** Failure by a Party to take any authorized action upon default by the other party of any of the other party's breach of a term, covenant, condition or obligation of this Agreement, or the failure to declare any default or breach immediately upon occurrence thereof or delay in taking any action in connection therewith, shall not waive such default or breach or such covenant, term, or condition or any subsequent default or breach thereof.

12. **CITY'S REPRESENTATIONS AND WARRANTIES**

The City represents and warrants to the Licensee that:

- 12.1. It has the full right, power, and authority to execute this Agreement;

- 12.2. The City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
- 12.3. The City shall deliver the License Area to Licensee on the Commencement Date free and clear of any equipment, personal property, trash, plant material and debris.
- 12.4. The City will not take any action inconsistent with Licensee's use of the License Area during the Term of this Agreement.
- 12.5. The City has not and will not contract with, authorize or permit any vendors, merchants, lessees or other third parties to have access to or make any use of the License Area during the Term of this Agreement.

13. **HAZARDOUS WASTE**

- 13.1. Licensee must not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the License Area subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances.
- 13.2. Notwithstanding the foregoing, the parties acknowledge that (i) gasoline, diesel, oil and other similar lubricants and substances typically associated with the operation of motor vehicles will be present at the License Area due to the nature of the Permitted Use, and (ii) Licensee shall not be liable for leakage, seepage or other discharge of such substances from motor vehicles at the License Area reasonably determined by the City's Environmental Program Manager to be immaterial.
- 13.3. Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services.
- 13.4. Licensee must defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the License Area.
- 13.5. Licensee must promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.

14. **PARTIES' PERSONNEL**. Each party's personnel are, and shall at all times remain, employees or contractors of such party, and each party shall exercise control over the conduct of their personnel and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance.

15. **INDEPENDENT CONTRACTOR**. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Licensee is strictly an independent contractor subject to no control by City other than as expressly provided herein.

16. **NOTICES**. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To City: City of Glendale
Attn: Brenda S. Fischer, City Manager
5850 W Glendale Avenue
Glendale, AZ 85301
Email: Citymanager@glendaleaz.com

with copy to: City of Glendale
Attn: Michael D. Bailey, City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301
Email: mbailey@glendaleaz.com

To Licensee: Tanger Outlet Centers
Outlets at Westgate
Attn: Betty Coleman, Vice President Operations
3200 Northline Avenue, Suite 360
Greensboro, NC 27408

with copy to: Tanger outlet Centers
Outlets at Westgate
Attn: Leigh M. Boyer, Vice-President, Corporate Counsel
3200 Northline Ave, Suite 260
Greensboro, NC 27408

- 16.1. Either party may designate in writing a different address for notice purposes pursuant to this section.
- 16.2. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the party.
17. **ASSIGNMENT**. Neither Party may assign or sublease any of its interest, rights, or obligations of this Agreement hereunder without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer without the necessary consent will be void.
18. **SEVERABILITY**. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.
19. **IMMIGRATION LAW COMPLIANCE**.
- 19.1. Licensee, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.2. Any breach of warranty under this section above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- 19.3. City retains the legal right to inspect the papers of Licensee or subcontractor employee who performs work under this Agreement to ensure that Licensee or any subcontractor is compliant with the warranty under this section.
- 19.4. City may conduct random inspections, and upon request of the City, Licensee must provide copies of papers and records demonstrating continued compliance with the warranty under this section. Licensee agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 19.5. Licensee agrees to require any subcontractor to warrant their compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.6. Licensee's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 19.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
20. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
21. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.
22. **MISCELLANEOUS.**
- 22.1. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement.
- 22.2. The parties have participated jointly in the drafting of this Agreement, and agree that it shall be interpreted, applied, and enforced according to the fair meaning of its terms and not be construed strictly in favor or against either party, regardless of which party may have drafted any of its provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

22.3. No provision of this Agreement may be waived or modified except by a written agreement signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of each party, and its successors and assigns.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures on following page.]

EXECUTED to be effective on the date the agreement is fully executed by all Parties.

CITY OF GLENDALE, an Arizona municipal corporation



Brenda S. Fischer, City Manager

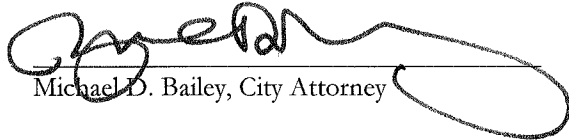
Date: 1/20/15

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

EXHIBIT A
License Area
New River Road and Glendale Avenue



Aerial Date: November 2012

EXHIBIT A
102-60-019A



LICENSE AGREEMENT
(New River Road and Glendale Avenue)

This LICENSE AGREEMENT ("**Agreement**") is made and entered into by and between the City of Glendale, an Arizona Municipal Corporation ("**City**") and Outlets at Westgate, LLC, a Delaware Corporation authorized to do business in Arizona ("**Licensee**") (collectively "**Parties**") to be effective on the date it is fully executed by all Parties.

RECITALS

A. The City is the owner of certain real property located in the vicinity of New River Road and Glendale Avenue, Maricopa County Parcel No. 102-60-019A, Glendale, Arizona, ("**License Area**") more fully described in Exhibit A attached hereto and will be licensed for use pursuant to this Agreement.

B. The Licensee is the owner and operator of a significant retail development otherwise known as Tanger Outlets located at 6800 N. 95th Avenue, Glendale, Arizona.

C. The National Football League ("**NFL**") owns, produces and controls its annual professional football championship game known as the Super Bowl and its annual all-star exhibition game known as the Pro Bowl (together the "**Events**") and all rights relating thereto on an exclusive, worldwide basis.

D. The 2015 Pro Bowl is scheduled to be played on January 25, 2015, and Super Bowl XLIX is scheduled to be played on February 1, 2015, both at the University of Phoenix Stadium near the License Area.

E. Licensee will be dedicating a portion of its available parking to the NFL for use in accommodating parking needs of the Events.

F. Licensee and City desire for Licensee to use the License Area to provide off-site parking for employees of the Licensee's tenants during the Events in accordance with the terms set forth below.

G. Licensee and City desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are true and correct and are incorporated into and shall constitute a part of this Agreement.
2. LICENSE. The City hereby grants to Licensee the right to use the License Area only for providing parking for employees of the Tanger Outlets retail development on the Event dates and as otherwise described in § 2.3.d, below ("**Permitted Use**") and no other use; and, subject to the provisions and conditions of this Agreement:
 - 2.1. Parking Area. During the Term of this Agreement, Licensee will have non-exclusive access to the License Area only as described in § 5, "Licensee's Operations" for the Permitted Use.
 - 2.2. Project Manager. Upon execution of this Agreement, City and Licensee will each designate a project manager to coordinate the parties' performance under this Agreement. Each project manager will devote such time and effort to the project as may be necessary for timely, good

faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's project manager will not be exclusively assigned to this Agreement or to work related to the Licensee's use.

2.3. Rights, Use Requirements, and Restrictions.

- a. Licensee's rights under this Agreement are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area.
- b. Licensee's rights under this Agreement are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee's use of the License Area.
- c. Licensee may use the License Area only for the Permitted Use and no other use.
- d. Licensee's Permitted Use includes the following:
 1. Use of the property for employee parking beginning at 8:00 a.m. on the Event date, extending until 2:00 a.m. the following day.
 2. Managing the parking and circulation of vehicles inside the License Area;
 3. Placing and using supplemental light towers and directional signage;
 4. Operating a shuttle from the License Area to the retail development; and,
 5. All other uses directly related to providing employee parking on Event dates.
- e. Except for enforcement authority vested in the Glendale Police Department or other governmental authority, Licensee shall have the right to set and enforce appropriate rules and guidelines for use of the License Area on Event dates.

2.4. "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice the Licensee has determined to be necessary related to this Agreement, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in § 12, including any warranties or representations by the City as to its condition or fitness for any use. Licensee's acceptance of the License Area "as is" shall not include the acceptance of any latent dangerous or hazardous condition that is not discoverable upon inspection.

2.5. Limitation on Grant. The Parties do not by this instrument intend to create a lease, easement, or other real property interest or vest with Licensee any real property interest in the License Area and nothing express or implied in this Agreement grants Licensee any right or authority to enter, occupy, or use any property that is not solely owned by the City and fully described herein.

2.6. Rights Reserved

- a. Licensee acknowledges that its use of the License Area is subject and subordinate to the City's use of the License Area, including use of the License Area for parking.

- b. City may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.

3. **TERM.**

3.1. License Period. This Agreement shall commence on January 19, 2015 ("Commencement Date") and end on February 5, 2015 ("Term"), unless terminated earlier as provided in this Agreement. The Effective Date of the License Agreement shall be the date it is fully executed by all Parties.

3.2. Surrender of Possession

- a. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this Agreement cease, and it must surrender and leave the License Area in as good condition as it was provided to Licensee, including removal of personal property from the License Area, and removal of any paper, litter or trash.
- b. Licensee shall not be responsible for reasonable wear and tear to the License Area associated with the nature of the Permitted Use or for any reclamation activities or restoration of the License Area.
- c. If Licensee fails to remove any of its property upon expiration or termination of this Agreement, it will have a grace period of three (3) days in order to cause such removal, after which such property will become a part of the License Area and ownership will vest in the City. Alternatively, the City may, at the Licensee's expense, have the property removed after such 3-day period.

3.3. Hold-Over. In the event Licensee continues to occupy the License Area after the expiration or termination of this Agreement, such hold-over does not constitute a renewal or extension of this Agreement and in no case may the hold-over exceed ten (10) business days.

4. **LICENSE FEES**

For its right to use the License Area, the City accepts the following consideration as full remuneration for the Licensee's use in accordance with the License Agreement to be paid on or before the Commencement Date of this agreement:

- 4.1. Licensee shall pay a sum of five thousand dollars (\$5,000.00) for use of the property for each Event day not to exceed a total of ten thousand dollars (\$10,000.00).
- 4.2. Licensee shall pay a total sum of five hundred dollars (\$500.00) for the placement of one (1) directional sign which shall be prepared and placed by the City on the south side of Glendale Avenue near the entrance to the License Area on each of the Event days. The sign shall be placed by the City accordingly no later than 8:00am on each of the Event Days.

5. **LICENSEE'S OPERATIONS**

5.1. Generally

- a. Licensee must at all times have on-call and at the City's access an active, qualified and experienced representative to supervise the Permitted Use and who is authorized to act for the Licensee in matters pertaining to all emergencies and the operation of the Permitted

Use. Licensee will provide the City with the name and 24-hour telephone number for the Licensee Project Manager.

- b. Licensee, at all times during the Term of this Agreement, must operate and maintain the License Area in a clean and orderly condition and use commercially reasonable care in the use of the License Area so as not to constitute a nuisance, jeopardize the public safety, sell or distribute alcohol or illegal drugs, permit nudity, or allow any other unlawful activity.
- c. The Licensee is responsible for obtaining and paying for all utilities necessary to support the Permitted Use of the License Area.
- d. Licensee will procure, at its sole cost, any license, permit or approval of any governmental agency having jurisdiction over the License Area necessary for the Permitted Use of the License Area ("**Governmental Approvals**"). Licensee's obligations under this Agreement shall be subject to receipt of all Governmental Approvals. Each Party will cooperate with the other in good faith to obtain the Government Approvals, and City will promptly execute all applications and other documentation necessary for Licensee to obtain the Governmental Approvals. Licensee shall reimburse City within ten (10) days for any penalties or fines resulting from Licensee's failure to comply with any Governmental Approvals.

5.2. Improvements and Services

- a. Licensee does not intend to alter the License Area, but may, at its sole cost, elect to paint lines on the property to mark parking or shuttle areas.
- b. Licensee shall place light towers, at its sole cost, on the property for use during operating hours on the Event days.
- c. Licensee shall hire a contractor, at its sole cost, to provide parking management and shuttle operation services on the Event days.
- d. Licensee's Contractors

Licensee may use contractors and suppliers in its reasonable discretion in the performance of Improvements and Services. Licensee shall ensure that the Licensee's contractor/s performing work at the License Area maintain the minimum insurance requirements identified in this License Agreement. The insurance policies shall be endorsed to contain the City of Glendale, its officers, officials, employees, and volunteers as an additional insured in connection with its Permitted Use and Improvements and any other work or operations.

1. Licensee's Improvements must be designed and materials and labor purchased at the Licensee's sole expense. In the event Licensee or its Contractors cause damage to City owned property, the Licensee is responsible for reporting the claim to the applicable insurance company.
2. In no event is the City obligated to compensate Licensee or any contractor or supplier in any manner for any of the Licensee's Improvements or other work performed by Licensee or any contractor in connection with the Permitted Use or during or related to this Agreement.

3. Licensee must timely pay for all labor, materials, and work, and all professional and other services related to its operations within the License Area, and will defend, indemnify and hold harmless the City against all related claims caused, in whole or in part, by Licensee and no liens against the License Area shall be permitted.
4. All work performed on the License Area by Licensee or any sub-contractors must be performed in a workmanlike manner, as reasonably determined by the City, and will be diligently pursued to completion and in conformance with all building codes and similar rules.

5.3. Insurance

- a. Licensee and any and all Contractors shall procure and maintain until all obligations have been discharged the minimum insurance requirements as outlined below in connection with its Permitted Use and Improvements and any other work or operations in the License Area. The insurance requirements contained herein are minimum requirements and in no way limit the indemnity covenants contained in the License. The City in no way warrants that the minimums are sufficient to protect Licensee or its Contractors as they are free to purchase additional insurance as they deem necessary.

Minimum Insurance Requirements

1. Workers' Compensation Insurance as required by the State of Arizona with Statutory Limits. This policy shall include Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.
 2. Commercial General Liability Insurance on an occurrence basis that includes property damage, fire damage legal liability, bodily injury, personal and advertising injury, products and completed operations and contractual liability with limits not less than \$2,000,000 per occurrence, \$2,000,000 aggregate and \$100,000 fire damage liability.
 3. Automobile Liability Insurance that includes bodily injury and property damage for any owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000.
- b. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona with an AM Best rating not less than A-, VII by AM Best.
 - c. The General and Automobile liability policies shall contain or be endorsed to contain the City of Glendale, its officers, officials, and employees as additional insureds with respect to liability arising out of Licensee's Permitted Use and Improvements and any other work or operations in the License Area. To the extent that City volunteers are utilized to perform work or operations in the License Area, with the prior consent and agreement of Licensee, then Licensee will name such volunteers as additional insured with respect to the General and Automobile liability policies.
 - d. Licensee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Licensee's insurance and shall not contribute with it.
 - e. As commercially reasonable and at any time, City's Risk Manager may alter the requirements above or determine additional insurance is necessary for Licensee's operations.

- f. Notice of Cancellation. 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.
 - g. Licensee and any and all Contractors shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the required insurance coverage. All certificates and endorsements are to be received by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee'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.
 - h. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to make reasonable efforts 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.
 - i. Notices to the City. The Licensee will provide the City, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations.
6. Damage or Destruction. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence or fault of the City or its officers, employees or agents.

7. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 7.1. Licensee will defend, indemnify and hold harmless the City, its officers, officials, and employees, and agents (collectively, the "City") from and against any and all losses, damages, claims, actions, liabilities for bodily injury or personal injury (including death) or loss or damage to tangible or intangible property (collectively, "Claims") of whatever nature, including reasonable attorney's fees, court costs, expert witness fees, costs of litigation or expenses, cost of claim processing and investigation, caused in whole or in part that arise out of any act or omission of Licensee or its agents, employees and invitees (collectively, "Licensee") in connection with Licensee's, or related to Licensee's owners, officers, directors, agents or contractors, Permitted Use and operations in the License Area and that result directly or indirectly in any type of injury to or death of any person or the damage to or loss of any property, or that arise out of Licensee's use, activities or operations, including the failure of the Licensee to comply with any provision of this Agreement (collectively "Licensee's Conduct").
- a. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault or gross negligence of City, be defended and indemnified by Licensee against any and all Claims arising out of Licensee's Conduct. Licensee will be responsible for primary loss investigation, defense and judgment costs where the indemnification is applicable. City will give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this section, although timing of such notice will not diminish Licensee's duty to defend and indemnify unless such timing actually prejudices Licensee's ability to defend or Licensee's legal rights and remedies thereunder, and the Licensee will have the right to compromise and defend the same to the extent of its own interest.

- b. City shall cooperate with Licensee and its counsel in such defense.
- c. City may, but does not have the duty to, participate in the defense of any Claim with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations hereunder.
- d. Licensee's obligations under this Agreement survive any termination of this Agreement or the Licensee's use or activities in the License Area.
- e. In consideration for the use of the premises, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, employees, and agents arising from Licensee's use, activities, operations or occupancy of the premises.

7.2. Limitation of Liability. In no event is either party liable or obligated to the other party or any third party for any special, incidental, exemplary, consequential, punitive or indirect damages regardless of the form of action, whether under theory of contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of any such damages in advance. The foregoing limitation on liability shall not apply to claims for which a party is obligated to provide indemnity under this Agreement, claims arising from fraud, gross negligence or willful misconduct of a party, claims for breach of confidentiality, or claims of infringement of intellectual property rights.

7.3. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. TAXES AND LICENSES

8.1. Licensee must 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 License Area under authority of this Agreement, including any such tax assessable on the City.

8.2. Licensee must, at its own cost, obtain and maintain in full force and effect during the Term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

9. RULES AND REGULATIONS. Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its use and construction activity or operations on the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee must display to the City, upon request, any permits, licenses or other evidence of compliance with all laws.

10. TERMINATION

10.1. For Cause

- a. Either party may terminate this Agreement in the event that the other party breaches this Agreement and fails to promptly remedy such breach within forty-eight (48) hours after receipt of notice from the other party. Notice must be made to either party's Project Manager, which notice may be verbal if provided on-site at the License Area to the other party's representative but must be followed up with an email to the other party's Project Manager documenting the deficiency.
- b. In the event either party fails to perform any of its obligations under this Agreement and such failure continues for forty-eight (48) hours and will impair the Permitted Use of the

License Area, either party shall, in addition to all other rights and remedies available, have the right, but not the obligation, to perform the obligations of the offending party and collect from such, or set-off against amounts otherwise due, all sums actually expended to effect such cure.

- c. Licensee may terminate this Agreement in the event of any of the following and, if such an event occurs, the City will process a refund for the amount of the License Fee paid, but will not be liable for any other damages:
 - 1. Prior to the use of the License Area Licensee reasonably determines that the License Area is no longer technically compatible for its use or that it does not intend to use the License Area for its intended purposes.
 - 2. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the License Area.
 - 3. The License Area becomes unusable as a result of inclement weather or other Act of God.
 - 4. Licensee cannot obtain the required licenses or permits or it becomes, in Licensee's sole and reasonable discretion, unduly burdensome or cost prohibitive to obtain such licenses or permits.
 - 5. One or more of the NFL Events is cancelled or postponed.
- d. The City may terminate this Agreement and seek damages in the event of any of the following:
 - 1. The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to remedy this failure within forty-eight hours of receiving written notice from the City of said failure.;
 - 2. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of receipt of actual notice by the Licensee.
 - 3. If the Licensee at any time and for any reason fails to maintain all insurance coverage required by this Agreement, alternatively, and at its sole discretion, the City may secure the required insurance at the Licensee's expense which will be immediately due and payable.

11. **DEFAULT.** Failure by a Party to take any authorized action upon default by the other party of any of the other party's breach of a term, covenant, condition or obligation of this Agreement, or the failure to declare any default or breach immediately upon occurrence thereof or delay in taking any action in connection therewith, shall not waive such default or breach or such covenant, term, or condition or any subsequent default or breach thereof.

12. **CITY'S REPRESENTATIONS AND WARRANTIES**

The City represents and warrants to the Licensee that:

- 12.1. It has the full right, power, and authority to execute this Agreement;

- 12.2. The City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
- 12.3. The City shall deliver the License Area to Licensee on the Commencement Date free and clear of any equipment, personal property, trash, plant material and debris.
- 12.4. The City will not take any action inconsistent with Licensee's use of the License Area during the Term of this Agreement.
- 12.5. The City has not and will not contract with, authorize or permit any vendors, merchants, lessees or other third parties to have access to or make any use of the License Area during the Term of this Agreement.

13. **HAZARDOUS WASTE**

- 13.1. Licensee must not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the License Area subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances.
 - 13.2. Notwithstanding the foregoing, the parties acknowledge that (i) gasoline, diesel, oil and other similar lubricants and substances typically associated with the operation of motor vehicles will be present at the License Area due to the nature of the Permitted Use, and (ii) Licensee shall not be liable for leakage, seepage or other discharge of such substances from motor vehicles at the License Area reasonably determined by the City's Environmental Program Manager to be immaterial.
 - 13.3. Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services.
 - 13.4. Licensee must defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the License Area.
 - 13.5. Licensee must promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.
14. **PARTIES' PERSONNEL**. Each party's personnel are, and shall at all times remain, employees or contractors of such party, and each party shall exercise control over the conduct of their personnel and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance.
 15. **INDEPENDENT CONTRACTOR**. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Licensee is strictly an independent contractor subject to no control by City other than as expressly provided herein.
 16. **NOTICES**. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To City: City of Glendale
Attn: Brenda S. Fischer, City Manager
5850 W Glendale Avenue
Glendale, AZ 85301
Email: Citymanager@glendaleaz.com

with copy to: City of Glendale
Attn: Michael D. Bailey, City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301
Email: mbailey@glendaleaz.com

To Licensee: Tanger Outlet Centers
Outlets at Westgate
Attn: Betty Coleman, Vice President Operations
3200 Northline Avenue, Suite 360
Greensboro, NC 27408

with copy to: Tanger outlet Centers
Outlets at Westgate
Attn: Leigh M. Boyer, Vice-President, Corporate Counsel
3200 Northline Ave, Suite 260
Greensboro, NC 27408

- 16.1. Either party may designate in writing a different address for notice purposes pursuant to this section.
- 16.2. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the party.
17. **ASSIGNMENT**. Neither Party may assign or sublease any of its interest, rights, or obligations of this Agreement hereunder without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer without the necessary consent will be void.
18. **SEVERABILITY**. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.
19. **IMMIGRATION LAW COMPLIANCE**.
- 19.1. Licensee, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.2. Any breach of warranty under this section above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- 19.3. City retains the legal right to inspect the papers of Licensee or subcontractor employee who performs work under this Agreement to ensure that Licensee or any subcontractor is compliant with the warranty under this section.
- 19.4. City may conduct random inspections, and upon request of the City, Licensee must provide copies of papers and records demonstrating continued compliance with the warranty under this section. Licensee agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 19.5. Licensee agrees to require any subcontractor to warrant their compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.6. Licensee's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 19.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
20. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
21. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.
22. **MISCELLANEOUS.**
- 22.1. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement.
- 22.2. The parties have participated jointly in the drafting of this Agreement, and agree that it shall be interpreted, applied, and enforced according to the fair meaning of its terms and not be construed strictly in favor or against either party, regardless of which party may have drafted any of its provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

22.3. No provision of this Agreement may be waived or modified except by a written agreement signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of each party, and its successors and assigns.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures on following page.]

Countersigned separately



EXECUTED to be effective on the date the agreement is fully executed by all Parties.

CITY OF GLENDALE, an Arizona municipal corporation

Brenda S. Fischer, City Manager

Date: _____

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

OUTLETS AT WESTGATE, I.L.C, a Delaware corporation

By: Tanger Properties Limited Partnership,
its authorized agent

By: Betty Coleman
Its: Authorized Agent

Date: 1/19/15

STATE OF North Carolina
County of Forsyth) ss.

The foregoing instrument was acknowledged before me this 19th day of January, 2015, by Betty Coleman in his/her capacity as authorized representative of OUTLETS AT WESTGATE, I.L.C.

Anna E. Holland
Notary Public

My Commission Expires:
10/3/18

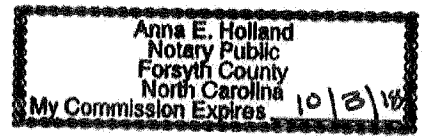
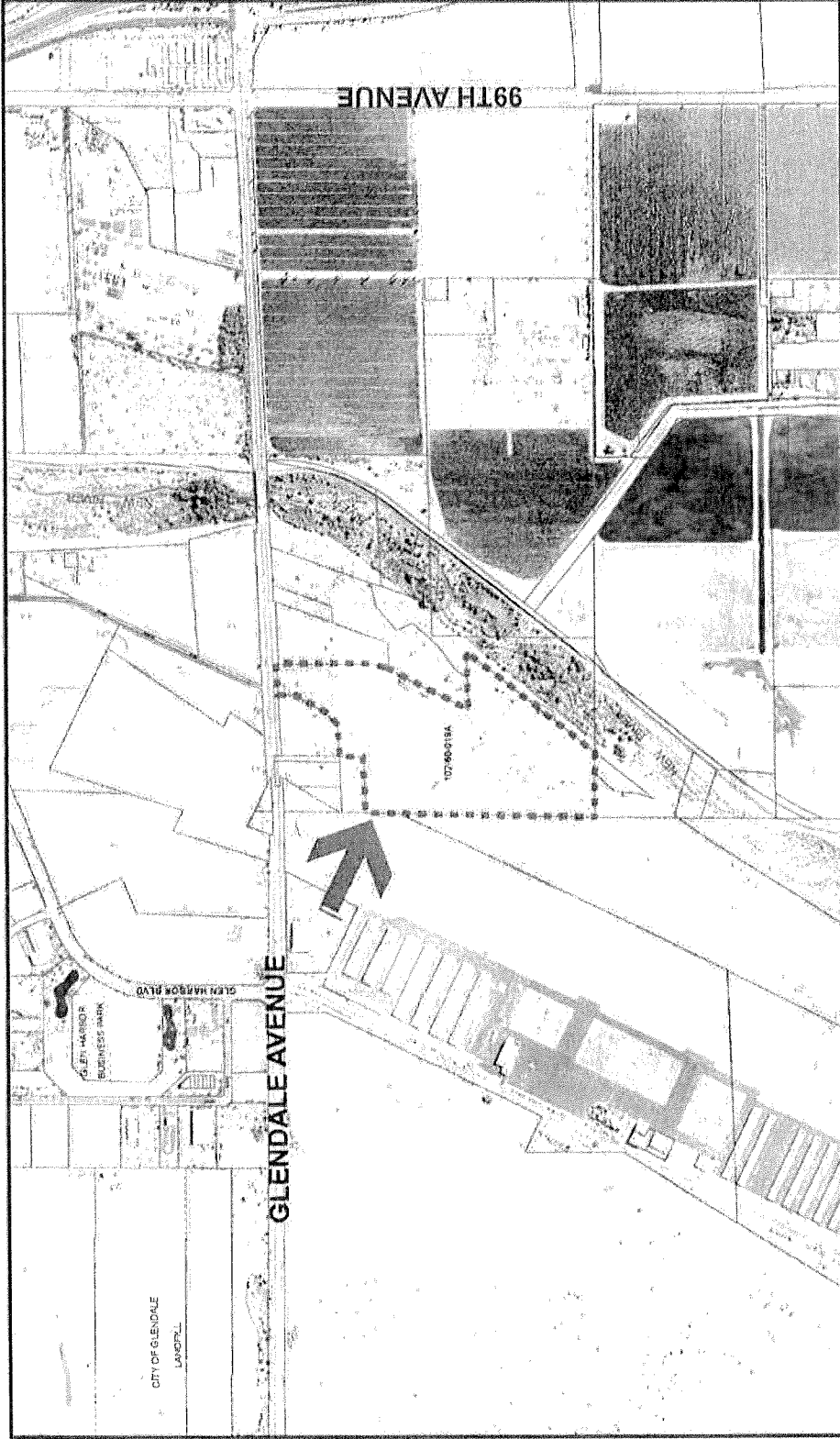
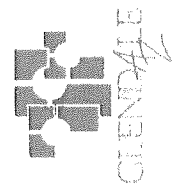


EXHIBIT A
License Area
New River Road and Glendale Avenue



Aerial Date: November 2012

EXHIBIT A
102-60-019A





Legislation Description

File #: 15-051, **Version:** 1

AUTHORIZATION TO ENTER INTO AN ARIZONA MUTUAL AID COMPACT WITH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS AND ALL SIGNATORIES

Staff Contact: Mark Burdick, Fire 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 an Arizona Mutual Aid Compact (AZMAC) with the Arizona Department of Emergency and Military Affairs, Maricopa County and local municipalities.

Background

The city is a part of several mutual aid agreements and, the majority of them only support the fire, police and public works departments. The AZMAC allows all city departments to participate in mutual aid agreements in the event there is an emergency or disaster. This is also the only mutual aid agreement that allows the local government to be named as a benefactor and/or supplier. The updated compact will also address the gap of transportation and shelters by adding the use of resources through the Public Education District Authority.

Adopting AZMAC does not compel Glendale to provide resources unless we choose to. AZMAC has already been adopted by the State of Arizona, Maricopa County and the majority of municipalities across the State of Arizona including Phoenix, Mesa, Scottsdale, Peoria and Tucson.

Previous Related Council Action

On February 9, 2010, City Council approved the original compact, #C-7201, Resolution #4346.

Community Benefit/Public Involvement

Adopting AZMAC provides additional resource assistance to respond to and recover from emergencies and disasters. Additionally, it strengthens the existing partnerships between the City of Glendale and emergency partners.

RESOLUTION NO. 4915 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN ARIZONA MUTUAL AID COMPACT WITH THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS FOR MUTUAL AID FROM AND/OR FOR PARTICIPATING JURISDICTIONS, WITHIN THE STATE OF ARIZONA, FOR EMERGENCY ASSISTANCE.

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 the Arizona Mutual Aid Compact between the City of Glendale and the Arizona Department of Emergency and Military Affairs for mutual aid from and/or for participating jurisdictions for emergency assistance 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.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

ARIZONA MUTUAL AID COMPACT

This Compact is made and entered into by and among the signatory political jurisdictions within the State of Arizona and the Arizona Department of Emergency and Military Affairs.

Recitals

WHEREAS, one or more parties to this Compact may find it necessary to utilize all of their own resources to cope with emergencies and may require the assistance of another party or other parties; and,

WHEREAS, it is desirable that all resources of political subdivisions, municipal corporations, tribes and other public agencies be made available to respond to such emergencies; and,

WHEREAS, it is desirable that each of the parties hereto should assist one another when such emergency occurs by providing such resources as are available and needed including, but not limited to, fire, police, medical and health, environmental, communication, and transportation services to cope with the problems of response and,

WHEREAS, it is desirable that a compact be executed for the interchange of such mutual aid; and,

WHEREAS, it is desirable to utilize this agreement in exercising adopted emergency plans; and,

WHEREAS, it is desirable that the manner of financing of such cooperative undertakings be resolved in advance of such emergency;

NOW, THEREFORE, IT IS HEREBY AGREED by and between each and all of the signatories hereto as follows:

COMPACT

1. Purpose.

The purpose of this Compact is to define for the participating parties the emergency management terms and procedures which will be used among participating parties for dispatching mutual aid assistance to any affected area in accordance with local ordinances, resolutions, emergency plans or agreements. Contracting authority for political subdivisions of Arizona for this Compact is based upon A.R.S. § 26-308 which provides that each county and incorporated city and town of the state may appropriate and expend funds, make contracts and obtain and distribute equipment, materials and supplies for emergency management purposes. Tribal contracting authority will be in accordance with each Tribe's laws. Special District authority will be in accordance with their respective laws. Public education district authority is based on A.R.S. § 15-342(13) and A.R.S. § 11-952. This Agreement shall be construed in accordance the laws of the State of Arizona.

2. Scope.

The Scope of this Compact is to (1) provide the procedures to notify the Providing Parties of the need for emergency assistance; (2) to identify available resources; and, (3) to provide a mechanism for compensation for resources.

3. Definitions.

- **Automatic Mutual Aid** means the automatic dispatch and response of requested resources without incident specific approvals. These agreements are usually basic contracts; some may be informal accords.
- **Backfill** means replacement of the Requesting Party's personnel who perform the regular duties of other personnel while they are performing eligible emergency work.
- **Compact** means this document, the Arizona Mutual Aid Compact (AZMAC).
- **Director** is the Director of the Department of Emergency and Military Affairs (DEMA).
- **Emergency or Emergencies** means any disaster, emergency, or contingency situation which requires a collaborative effort among multiple Jurisdictions.
- **Exercise** is the exercising of adopted emergency plans utilizing the Homeland Security Exercise and Evaluation Program (HSEEP)
- **Jurisdiction** means an entity, including Political Subdivisions and tribal governments, which (1) has the authority to act, within a defined geographical area especially in times of emergency and (2) is a party to this Compact.

- **Local Mutual Aid** are agreements between neighboring jurisdictions or organizations that involve a formal request for assistance and generally cover a larger geographic area than automatic mutual aid.
- **Political Subdivision** means any county, incorporated city or town, fire district, or public education district, irrigation, power, electrical, agricultural improvement, drainage, and flood control districts, and other tax levying public improvement districts.
- **Providing Party** means the Jurisdiction providing aid in the event of an emergency.
- **Requesting Party** means the Jurisdiction requesting aid in the event of an Emergency.
- **Self-deployed** means to respond to an emergency without being requested by the Requesting Party.

4. **Guiding Policy.**

- Arizona Revised Statute (A.R.S.), Title 26, Military Affairs and Emergency Management.
- Arizona Administrative Code (A.A.C.), Title 8, Emergency and Military Affairs.
- National Incident Management System (NIMS), 2008

5. **Procedures for Requesting Assistance.**

A Requesting Party which needs assistance in excess of its own resources and existing automatic mutual aid or local mutual aid due to an emergency is authorized to request assistance from any party to this Compact. However, when making such requests, consideration shall be given to, and requests made, based on, but not limited to, the geographical proximity of other jurisdictions with that of the jurisdiction requesting assistance. All requests for assistance from the State must be coordinated through the Requesting Party's county emergency operations center, or tribal emergency operations center (whichever is applicable).

Requests should specify what the emergency is, what resources are needed and the estimated period of time during which such mutual aid shall be required, if known. Please use the Resource Request form provided in Appendix A.

6. **Providing Party's Assessment of Availability of Resources and Ability to Render Assistance.**

Subject to the terms of this Compact, the Providing Party shall make reasonable efforts to assist the Requesting Party. In all instances, the Providing Party shall render such mutual aid as it is able to provide consistent with its own service needs at the time, taking into

consideration the Providing Party's existing commitments within its own jurisdiction. The Providing Party shall be the sole judge of what mutual aid it has available to furnish to the Requesting Party pursuant to this Compact.

7. Implementation Plan.

Each party should develop an emergency operations plan that includes a process to provide for the effective mobilization of its resources, both public and private, including acceptance of mutual aid to provide or receive assistance under this Compact.

8. Contact List.

Each Party shall develop a contact list as outlined in Appendix B, which shall be provided to the Director for distribution to all other parties to this Compact.

9. Reimbursement Procedures between Parties.

If the Providing Party desires reimbursement for the assistance they are providing, the Requesting Party shall reimburse the Providing Party for all costs incurred in the mutual assistance, whether an incident has been declared an emergency or not. The Providing Party must declare its intent to seek reimbursement as part of their response to the Requesting Party's request for assistance (see Appendix A: Resource Request forms). The Providing Party and the Requesting party shall agree upon allowable costs for mutual assistance prior to the dispatch of any mutual assistance resources. Unless otherwise negotiated by the parties involved, the parties may reference the state allowable costs as defined in A.A.C. Title 8 (as may be amended from time to time). If the assistance is authorized and accepted, the Requesting Party shall reimburse the Providing Party all allowable costs of labor, equipment, and materials that have actually been expended during the execution of the mission assignment, after receipt of an itemized voucher and documentation is received.

If there has been a declaration of emergency from the Governor and/or President, the Requesting Party may be eligible for reimbursement for these mutual aid costs under the state or federal declaration of emergency. See item 10.

10. Reimbursement Procedures from the State.

If the Governor and/or President have declared an emergency, the Requesting Party can prepare an itemized voucher and documentation of all paid allowable costs including all the cost of the mutual aid resources reimbursed to any Providing Parties under this Compact, for submittal to the State for consideration for reimbursement in accordance with A.A.C. Title 8 (as may be amended from time to time). As per A.A.C. Title 8, R8-2-301, sub-parts 1, 12 & 15, only state agencies and political subdivisions are eligible to receive reimbursement under a Governor's Declaration. Any Tribal Nations as the Requesting Party would need to seek reimbursement under a Presidential Declaration. Any Tribal Nations as the Providing Party

would seek reimbursement from the Requesting Party as outlined in Item 9.

The state is not liable for any claim arising from an emergency for which the applicant receives funds from another source (A.A.C. Title 8, R8-2-312).

Self-deployed resources will not be reimbursed.

11. Personnel Compensation and Insurance.

The Requesting Party and the Providing Party shall be responsible for all compensation and insurance coverage of their respective employees and equipment.

12. Immunity.

The parties shall have such immunity as provided by applicable state, federal or tribal law.

13. Indemnification.

Each party (as "Indemnitor") agrees to defend, indemnify, 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. This compact is between Governmental entities. Should a signatory to this agreement use a contractor for any purpose, said contractor would be required to abide by ADOA Risk Management insurance requirements which are attached as Appendix C.

14. Term.

This Compact shall be effective on the date it is recorded with the Secretary of State. Except as otherwise provided in this Compact, this Compact shall terminate ten years after the effective date. This Compact, upon mutual consent of the parties may be extended for a period of time not to exceed 10 years. Any modification or time extension of this Compact shall be by formal written amendment and executed by the parties hereto.

15. ADA.

Each party shall comply with applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 United States Code. 12101-12213) and all applicable federal regulations under the Act, including 28 Code of Federal Regulation Parts 35 and 36.

16. Non-Discrimination.

To the extent of the law the Parties shall comply with Executive Order 2009-9, which mandates that all persons, regardless of race, color, religion, sex, age, or national origin not mentioned in Order shall have equal access to employment opportunities, and all other applicable state and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

17. Compliance with Laws.

Each party shall comply with all federal, tribal, state and local laws, rules, regulations, standards and Executive Orders, as applicable, without limitation to those designated within this Compact. Any changes in the governing laws, rules and regulations during the terms of this Compact shall apply but do not require an amendment.

18. Worker's Compensation.

Each Party herein shall comply with the provisions of A.R.S §23-1022(E) by posting the public notice required. As provided for in A.R.S. §23-1022(D), an employee of a public agency who works under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to a specific intergovernmental agreement or contract entered into between the public agencies is deemed to be an employee of both public agencies. However, the primary employer is solely liable for the payment of Workers' Compensation benefits. As such, each Party shall maintain Workers' Compensation insurance coverage on all of its own employees providing services pursuant to this agreement.

19. Insurance.

Each Party shall bear the risk of its own actions, as it does with all its operations, and shall determine for itself an appropriate level of insurance coverage and maintain such coverage. Nothing in this Agreement shall be construed as a waiver of any limitation on liability that may apply to a Party.

20. Non-appropriation.

Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are

available. No liability shall accrue to the Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. No Third Party Beneficiaries.

Nothing in the provisions of this Compact is intended to create duties or obligations to or rights in third parties not parties to this Compact or affect the legal liability of any party to the Compact by imposing any standard of care different from the standard of care imposed by law.

22. Entire Compact.

This document constitutes the entire Compact between the parties pertaining to the subject matter hereof. This Compact shall not be modified, amended, altered or extended except through a written amendment signed by the parties and recorded with the Arizona Secretary of State or Tribal government as appropriate.

23. Jurisdiction.

Nothing in this Compact shall be construed as otherwise limiting or extending the legal jurisdiction of any party. Nothing in this Compact is intended to confer any rights or remedies to any person or entity that is not a party.

24. Conflict of Interest.

The requirements of A.R.S. § 38-511 apply to this Agreement. The Parties may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Party is, at any time while this Agreement or any extension is in effect, an employee, agent or consultant of Party with respect to the subject matter of this Agreement.

25. Supervision and Control.

Management of an emergency shall remain with the jurisdiction in which the emergency occurred. Supervision and control of Providing Parties' personnel and equipment shall be in accordance with National Incident Management System. The Requesting Party will be responsible for providing supplies and services, such as food, shelter, gasoline and oil, for on-site use of equipment and for the personnel providing assistance. All equipment and personnel used pursuant to this Compact shall be returned to the Providing Party upon being released by the Requesting Party or on demand of the Providing Party for such return.

26. Severability: Effect on Other Agreements.

It is expressly understood that this Compact shall not supplant existing agreements between some of the parties, which do provide for the exchange or furnishing of certain types of services on a compensated basis.

27. Severability.

If any provision of this Compact is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

28. Responsibility of the Department of Emergency and Military Affairs.

Nothing within this Compact limits or restricts the duties and obligations the State of Arizona may have to respond to the emergency of any party.

29. Effective Date.

This Compact shall become effective as to each party when adopted by resolution and executed by the governing body of the jurisdiction, and shall remain operative and effective as between each and every party that has heretofore or hereafter executed this Compact, until participation in this Compact is terminated by the party. The termination by one or more of the parties of its participation in this Compact shall not affect the operation of this Compact as between the other parties thereto. The Director shall identify on their website, with updates as needed, all parties signatory to this Compact.

30. Execution Procedure.

Execution of this Compact shall be as follows:

This Compact, which will be designated as "ARIZONA MUTUAL AID COMPACT," shall be executed in counterparts by the governing body of each party. Upon execution, the counterpart will be filed with the Secretary of State and the Tribal government as applicable and be provided to the Director. This Compact will be effective between all parties who execute this Compact even if it is not executed by all eligible jurisdictions.

31. Termination.

Termination of participation in this Compact may be effected by any party as follows:

Notice of termination will be given to the Director 20 days prior to termination.

Any party may, by resolution of its governing body, terminate its participation in this Compact and file a certified copy of such resolution with the Secretary of State or the Tribal government, with a copy to be provided to the Director.

The parties to this Compact understand and acknowledge that this Compact is subject

to cancellation by any party pursuant to A.R.S. § 38-511 or applicable Tribal law.

32. Dispute Resolution.

The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement 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.

33. Record Retention

Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times.

**ARIZONA MUTUAL AID COMPACT
SIGNATURE PAGE**

(NAME OF JURISDICTION)

IN WITNESS WHEREOF, the parties hereto each sign this Arizona Mutual Aid Compact signature page. The signor warrants that he or she has been duly authorized to commit the jurisdiction to participate in the Compact by formal approval of the jurisdiction's governing body.

(Signing Authority)

Date

ATTEST: _____
(Attesting Authority)

Date

Date of formal approval by governing body: _____

Pursuant to A.R.S. § 11-952(D) or applicable Tribal law, the attorney for the above entity has determined that the foregoing Compact is in proper form and is within the powers and authority of the entity as granted under the laws of this State and the applicable Tribal government.

(Attorney)

Date

Appendix A

**ARIZONA MUTUAL AID COMPACT (AZMAC)
EMERGENCY MANAGEMENT RESOURCE REQUEST**

Date of Request	Requesting Agency Tracking Number
Requesting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Resource must come with:

- | | | | |
|--------------------------------------|----------------------------------|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Meals | <input type="checkbox"/> Operator(s) | <input type="checkbox"/> Water |
| <input type="checkbox"/> Maintenance | <input type="checkbox"/> Lodging | <input type="checkbox"/> Power | <input type="checkbox"/> Transporter |

Mission

Special Instructions

Request Forwarded to

Contact Name
Organization/Agency
Vendor
Date/Time of Submission

Request Approved by

Date

Appendix A

ARIZONA MUTUAL AID COMPACT (AZMAC) EMERGENCY MANAGEMENT RESOURCE REQUEST

Date of Request	Assisting Agency Tracking Number
Assisting Organization	Organization Point of Contact
	Work Cell E-Mail
Requested Resource Type/Kind	Quantity Unit of Measure Date/Time Required

Offer

Travel Costs Equipment Costs Commodities
--

Personnel

F. Name	L. Name	Phone	E-Mail	Regular Salary/ Hourly Rate	Regular Fringe Benefit Hourly Rate	Overtime Salary/ Hourly Rate	Overtime Fringe Benefit Hourly Rate

Estimated Resource Cost _____

Providing Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Requesting Party Agency Representative Signature and Date

Representative Name and Title (Print)

Signature & Date

Appendix B

**ARIZONA MUTUAL AID COMPACT (AZMAC)
POINTS OF CONTACT**

Date: 12/17/14

Name of Jurisdiction: City of Glendale - EOC

Mailing Address: 11550 W Glendale Ave

City, State, Zip Code: Glendale Az 85307

Authorized Representatives to Contact for Mutual Aid Assistance

	Primary Contact	1 st Alternate	2 nd Alternate
Name	ON CALL	Tim Wayne	Janine Wilmoth
Title	Watch Desk	Deputy Chief	EOC COORDINATOR
24-Hr Phone No.	623.872.5000	602.510.0671	623.986.3272
Address	11550 W Glendale	11550 W Glendale	11550 W Glendale
Day Phone No.	623.872.5000	623.872.5002	623.872.5008
Night Phone No.		602.510.0671	623.986.3272
Fax No.	623.872.5095	623.872.5095	623.872.5095
Email	emergencymanage @glendaleaz.com	twayne@ glendaleaz.com	fwilmoth@ glendaleaz.com

Appendix C

ARIZONA MUTUAL AID COMPACT (AZMAC) USE OF A CONTRACTOR

In addition, each signatory shall cause its contractor(s) and subcontractors, if any, to defend, indemnify, and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of signatory's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable."

Insurance Requirements for Governmental Parties:

None.

Insurance Requirements for Any Contractors Used by a Party to the Intergovernmental Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

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

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) 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.

2. Business Automobile Liability

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

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

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising

out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor". Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. Additional Insurance Requirements: The policies are to contain, or be endorsed (Blanket Endorsements are not acceptable) to contain, the following provisions:

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

2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.
- C. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.
- D. Acceptability of Insurers: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (Blanket Endorsements are not acceptable) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. Subcontractors: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. Approval:** Any modification or variation from the *insurance requirements* in any Intergovernmental Agreement must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



Legislation Description

File #: 15-065, **Version:** 1

ADOPT A RESOLUTION PROMULGATING THE REVISED 2015 EMERGENCY OPERATIONS PLAN

Staff Contact: Mark Burdick, Fire Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution promulgating the 2015 revision of the Emergency Operations Plan (EOP).

Background

Arizona Revised Statute Title 26, Chapter 2, Paragraph 26-308 and Glendale Municipal Code Chapter 14, Section 14-5 authorize the development of an Emergency Operations Plan (EOP). This plan lists the responsibilities and authorities of the City of Glendale during an emergency or local emergency. The City of Glendale EOP corresponds with the Emergency Support Functions (ESFs) in the National Response Plan (NRP), State of Arizona Emergency Operations Plan (EOP), and Maricopa County Emergency Operations Plan (EOP). The City of Glendale EOP is also in accordance with the City of Glendale Resolution No. 3878, which adopted the National Incident Management System (NIMS) as the city's approach to incident management. It establishes a framework through which the City of Glendale intends to prepare, respond, and recover from emergencies or local emergencies that affect the health, safety, and welfare of its citizens.

Previous Related Council Action

On June 12, 2007, Council approved a resolution adopting a revised Emergency Operations Plan. Resolution # 4066.

On November 9, 1999, Council approved a resolution adopting a revised Emergency Operations Plan. Resolution # 3333.

On October 11, 1988, Council approved a resolution to create an Emergency Operations Plan. Resolution # 2455.

Community Benefit/Public Involvement

This Plan provides guidance to city departments and supporting agencies. It coordinates city departments to prepare for and execute assigned emergency tasks included in the plan to reduce the impact on the population, minimize property damage, as well as recover and reconstitute the city and its communities in the event of an emergency or disaster.

RESOLUTION NO. 4916 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE 2015 CITY OF GLENDALE, ARIZONA EMERGENCY OPERATIONS PLAN; AUTHORIZING THE MAYOR TO EXECUTE THE APPROVAL AND IMPLEMENTATION; AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF PROMULGATION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the 2015 City of Glendale, Arizona Emergency Operations Plan (EOP) is hereby adopted and is incorporated herein by this reference.

SECTION 2. That the Mayor of the City of Glendale is hereby authorized and directed to execute the approval and implementation, which allows the Emergency Director to make changes to the EOP that do not materially change the planning approach nor radically change responsibilities. The approval and implementation shall accompany the adopted plan in Section 1, above.

SECTION 3. That the Mayor of the City of Glendale is hereby directed to execute a letter of promulgation to implement the City of Glendale Emergency Operations Plan. The letter of promulgation shall accompany the adopted plan in Section 1, above.

SECTION 4. Pursuant to A.R.S. § 41-1801 and -1803, the EOP is critical infrastructure information, which is confidential and not subject to public disclosure.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
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CITY OF GLENDALE, ARIZONA
EMERGENCY OPERATIONS PLAN (EOP)
LETTER OF PROMULGATION

Arizona Revised Statute Title 26, Chapter 2, Paragraph 26-308 and Glendale Municipal Code Chapter 14, Section 14-5 authorize the development of an Emergency Operations Plan (EOP). This plan lists the responsibilities and authorities of the City of Glendale during an emergency or local emergency. The City of Glendale Emergency Operations Plan (EOP) is published in support of the National Response Framework (NRF), State of Arizona Emergency Response and Recovery Plan (SERRP), and the Maricopa County Emergency Operations Plan (MCEOP). The City of Glendale EOP is also in accordance with the City of Glendale Resolution No. 3878, which adopted the National Incident Management System (NIMS) as the city's approach to incident management. It establishes a framework through which the City of Glendale intends to prepare, respond, and recover from emergencies or local emergencies that affect the health, safety, and welfare of its citizens.

This plan provides direction and guidance to city departments and supporting agencies. It constitutes a directive to city departments to prepare for and execute assigned emergency tasks to ensure maximum survivability of the population and property, as well as, recover and reconstitute the city in the event of a natural or human-caused disaster. It is applicable to all elements of the city government and the private sector engaged in, or acting in support of emergency operations.

This plan is effective during emergency/disaster exercises, during any period in which there is a proclamation of emergency or local emergency issued by the city's Mayor, or when placed in effect by the City Manager or other authorized city official.

In accordance with Arizona Revised Statute Title 26, Chapter 2, and Glendale Municipal Code, Chapter 14, once the Mayor of this City proclaims an emergency or local emergency to exist, this plan, and its directives are considered supplementary to City Ordinance and have the effect of law.

A copy of this plan has been filed in the Office of the City Clerk of the City of Glendale, under the provision of Arizona Revised Statutes, Section 26-307B.

Mayor, City of Glendale

Date

2014

Letter of Promulgation

City of Glendale Emergency Operations Plan (EOP) – For Official Use Only

CITY OF GLENDALE, ARIZONA
EMERGENCY OPERATIONS PLAN (EOP)
APPROVAL AND IMPLEMENTATION

This is the City of Glendale Emergency Operations Plan. This plan is the framework for emergency responders, City Departments, and supporting agencies to effectively coordinate and collaborate, before, during, and after a disaster, in order to provide a comprehensive response to all emergencies.

The Mayor and City Council authorize the Emergency Manager, as directed by the City Manager, to make changes and updates to this plan that do not materially affect the overall planning approach and do not radically change responsibilities of senior city officials or city departments. Changes will be recorded in the record of changes.

This plan is published in support of the National Response Plan, State of Arizona Emergency Response and Recovery Plan, Maricopa County Emergency Operations Plan, and is in accordance with Arizona Revised Statutes, Title 26, Chapter 2, and Glendale Municipal Code, Chapter 14. This plan supersedes all previously published copies of the Glendale Emergency Operations Plan.

Mayor, City of Glendale

Date



Legislation Description

File #: 14-491, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH STRENGTH TRAINING INCORPORATED FOR OCCUPATIONAL HEALTH MEDICAL SERVICES

Staff Contact: Mark Burdick, Fire Chief

Purpose and Recommended Action

This is a request for City Council to award the bid and enter into an agreement with Strength Training, Inc. (STI) for Medical Occupational Health Services at Glendale Health Center for an initial two year term. This request also authorizes the City Manager, at her discretion, to renew the agreement for an additional three years in one-year increments.

Background

The Glendale Health Center is located at the Glendale Regional Public Safety Training Center (GRPSTC). Since its inception in 2009, the Glendale Health Center's original Intergovernmental Agreement (IGA) was with Daisy Mountain Fire District. Within the IGA, the medical providers were STI and Scottsdale Health Care.

The IGA with Daisy Mountain Fire District expired in 2013 and a temporary contract with STI was approved by Council, until the Request for Proposal (RFP) 14-07 process could be completed. This was done via a special procurement that does not require the formal purchase procedures as authorized by GCC 2-145 (g).

This temporary contract allowed the Glendale Health Center to continue to provide medical services without impact to its current users.

The medical providers currently are responsible for:

- Occupational medical services;
- First aid treatment;
- Health and wellness medical services;
- Department of Transportation (DOT) and Arizona Peace Officer Standards and Training (AZ POST) drug and alcohol screening;
- Hearing and vision testing;
- Commercial Driver's License (CDL)/(DOT) physicals in accordance with Federal Motor Carrier Safety Administration (FMCSA);
- Pre-employment physical examinations in accordance with OSHA Regulations;
- Annual physical health evaluations and other medical evaluations and examinations on City employees and potential employees;
- Incumbent fire fighter physicals in compliance with NFPA 1582 and OSHA 1910 - 134 Respiratory Protection and;

- Special Weapons and Tactics (SWAT) and Explosive Ordinance Disposal (EOD) officer physicals in accordance with AZPOST and OSHA 1910-134 Respiratory Protection requirements

Analysis

In May 2014, an RFP was issued to solicit medical services to be provided at the Glendale Health Center. The City received responses from STI and Scottsdale Health Care. With the assistance and oversight of Materials Management, a committee was formed that was comprised of representatives from Human Resource, Glendale Fire and Glendale Police labor, the Health Center Deputy Chief, and one member from three outside partner fire agencies (Avondale, Daisy Mountain Fire District and Surprise). Evaluation criteria were based on experience or service and professional effort, compliance with specifications, fee structure, and references. After final scoring, the evaluation committee determined that STI would be recommended for award of a contract.

STI was deemed to be the responsible and responsive offeror whose proposal was determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation factors set forth in the request for proposal.

Attached for your consideration and approval are the contract and fees per the RFP that will/may be charged to the city. The City will obtain medical services and license use of the health center located at the GRPSTC to STI for payment of a monthly fee of \$7,500.

The initial term of the contract shall be two (2) years, upon approval by the City Council. STI is required to provide Occupational Health and Medical Services no later than May 1, 2015. The City may, at its option and with the approval of the Contractor, extend the term of the agreement three (3) additional years in one (1) year increments based on satisfactory Contractor and Sub-contractor performance. The City Manager or designee is authorized to execute any and all documents required to extend the contract.

This agreement will allow the City to continue to provide occupational health and medical health as listed in the background. At a later date urgent and wellness care to City of Glendale employees and other outside government agencies may be added utilizing private health insurance coverage. The City will continue to own and maintain all major medical equipment in the Health Center. The contractor will be required to pay a \$7,500/month license fee, billed quarterly, for use of the Health Center which will provide the revenue to maintain the major medical equipment, as well as save for any future medical equipment needs thus reducing the budget impact. The revenue generated will be deposited into the Health Center Revenue Fund.

Previous Related Council Action

On April 24, 2014, Council approved an amendment for an extension of term to the agreement Contract No. C-8527-1 with STI.

On June 28, 2013, Council approved a temporary Contract No. C-8527 with STI.

On January 27, 2009, Council approved an IGA C-6764 between Daisy Mountain and Glendale Fire for the administration of the Health Center.

Community Benefit/Public Involvement

Public safety personnel will continue to receive the annual medical healthcare needed that will assist them with protecting the health and safety of Glendale citizens and visitors. This annual screening has identified several potential catastrophic medical issues before they could manifest themselves.

The addition of urgent and wellness care for all city employees could potentially reduce loss time at work, improve general health, and possibly improve employee morale and productivity.

Budget and Financial Impacts

As stated above, the contractor is required to pay \$7,500/month for total revenue of \$90,000 annually. The Workers Compensation Trust Fund pays for the medical costs and expenses associated with occupation injuries of city employees per state law. Funds are established and set aside in the Trust Fund for this purpose. A Benefits Trust Fund pays for medical costs of health care provided to employees, their dependents and retirees. Funds are also established and set aside in the Benefits Trust Fund. Each budget year the fire department has been granted an on-going budget of \$173,833.00 to pay for annual firefighter physicals.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4917 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN AGREEMENT FOR OCCUPATIONAL AND MEDICAL SERVICES AND LICENSE AGREEMENT WITH STRENGTH TRAINING, INC. FOR THE USE OF CITY-OWNED PROPERTY COMMONLY KNOWN AS THE HEALTH CENTER AT THE GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER LOCATED AT 11550 WEST GLENDALE AVENUE.

WHEREAS, the City of Glendale operates the Glendale Regional Public Safety Training Center (“GRPSTC”) at 11550 West Glendale Avenue, Glendale, Arizona; and,

WHEREAS, the GRPSTC includes approximately 6,000 square feet for the operation of the Glendale Regional Health Center; and,

WHEREAS, the City seeks to obtain and Strength Training, Inc. (“STI”) seeks to provide certain health and medical services as described in Request for Proposal 14-07 and STI’s Response thereto, all as more fully described in the Agreement For Occupational and Medical Health Services and License and Use Agreement for the Glendale Regional Health Center; and,

WHEREAS, the City and STI desire for STI to use the Glendale Regional Health Center to provide such health and medical services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or designee is hereby authorized to execute and deliver the Agreement for Occupational and Medical Health Services and License and Use Agreement for Glendale Regional Health Center for the use of city-owned property for providing certain health and medical services.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

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**AGREEMENT FOR
OCCUPATIONAL AND MEDICAL HEALTH SERVICES
AND LICENSE AND USE AGREEMENT FOR GLENDALE REGIONAL HEALTH CENTER**

RFP No. 14-07

This Agreement for Occupational Health and Medical Health Services and License and Use Agreement for Glendale Regional Health Center ("Agreement") is entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and STRENGTH TRAINING, INC. ("STI" or "Contractor"), an Arizona Corporation, as of the ____ day of _____, 2015 ("Effective Date").

RECITALS

- A. City operates the Glendale Regional Public Safety Training Center ("GRPSTC") located at 11550 West Glendale Avenue, which includes approximately 6,000 square feet of space for operation of the Glendale Regional Health Center ("Health Center" or "Premises") under the direction of the Glendale Fire Department and Human Resources & Risk Management Department. The space is depicted on **Map A** ("GRPSTC") and **Map B** ("Health Center Floor Plan"), which are attached hereto and incorporated by this reference; and
- B. City seeks to obtain occupational health and medical health services, urgent and wellness care, as described in **Exhibit A**, Request For Proposal 14-07 ("RFP") and Contractor Response ("collectively Occupational Health and Medical Services" or "Project"), attached hereto and incorporated by this reference, at the Health Center for City employees, personnel of any public safety agency in the State of Arizona, including personnel of any fire district and/or tribal jurisdiction, and any other public entities in the state of Arizona; and
- C. STI will be qualified and able to provide Occupational Health and Medical Services no later than May 1, 2015 and City desires to utilize STI to provide Services no later than May 1, 2015; and
- D. City and STI desire for STI to use the Premises to provide Occupational Health and Medical Services; and
- E. 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. Purpose.

- 1.1 The Health Center is intended to provide occupational medical services, health and wellness medical services and programs, first aid treatment, pre-hire physical examinations, annual physical evaluations and examinations, functional capacity evaluations, hearing and vision testing, respiratory evaluations, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services, sick care and urgent care services, as applicable, to City employees, and personnel of any public safety agency in the State of Arizona, including personnel of other cities, towns, fire district and/or tribal jurisdiction (collectively "Public Agencies").
- 1.2 The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.
- 1.3 Consistent with the Initiative, the purpose of this Agreement is to help ensure that public safety personnel receive certain health care services and education on health, wellness, exposure to both hazardous and infectious materials and safety issues faced by firefighters and police officers throughout their careers.

- 1.4 When employees are injured they are referred to the Health Center for first aid treatment, initial visit for industrial injuries and follow-up, and when necessary, referrals to specialists.
- 1.5 The Health Clinic provides access to medical health services, including sick care, urgent care and occupational health, pre-hire physical examinations, annual physical evaluations and examinations, hearing and visions testing, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services at the Health Center in compliance with NFPA 1582 2007 Edition, OSHA 1910-145 Respiratory Protection, Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA) and OSHA Regulations, as more fully described herein.

1A. Conditions Precedent.

1A.1 Capable and Qualified. The City's obligations under this contract, including but not limited to licensing the use of the Premises and utilizing STI to provide services set forth in this Agreement, including but not limited to services described in Section 4, "Services by Contractor," are expressly made contingent upon STI being capable and qualified to perform all obligations under this Agreement no later than May 1, 2015 or such earlier date as the City and STI agree to in writing ("Operational Date"). For purposes of this section, "capable and qualified to perform its obligations under this Agreement," means that STI and its employees and subcontractors have obtained all licenses, credentials, certifications, etc. necessary to perform services described in Section 4, including but not limited to licensing required by the Arizona Department of Health Services, and that Contractor Personnel have received final approval or acceptance by the City pursuant to Section 4.5.d, below.

1A.2 Agreement Void or Terminated. STI and the City agree that in the event STI is not capable and qualified to perform all obligations under this Agreement by the Operational Date, this Agreement is void ab initio and/or automatically terminated and the parties have no obligations whatsoever under this Agreement. The Operational Date may, in the City's sole discretion, be extended if the City determines it is in its best interest.

2. Facility License and Use Fee.

2.1 Subject to Contractor being capable and qualified to perform its obligations under this Agreement, the City hereby licenses to Contractor the Premises consisting of approximately 6,000 square feet as depicted on **Map B** for the Term set forth in this Agreement for payment of a Use Fee equal to Seven Thousand Five Hundred Dollars (\$7,500.00) per month payable on a quarterly basis on the first day of the first month following the previous quarter's (or part of a quarter's) use of the Premises. For example, fees of \$22,500 for each quarter will be due on the following schedule:

Jan. 1 – March 31 – Due April 1

April 1 – June 30 – due July 1

July 1 – September 30 – due October 1

October 1-December 31 – due January 1

Fees for a partial month's use of the Premises shall be pro-rated at the rate of \$250.00 per day.

Contractor shall remit its first payment to City on July 1, 2015 for STI's use of the Premises through June 30, 2015 and on the first day of the first month of each quarter thereafter in accordance with the schedule outlined above to the following address:

Customer Service
City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301

If Contractor fails to pay any monthly fee in full on or before the 5th (fifth) day following the due date, the unpaid amount will accrue interest at a rate of 18% per annum or the statutory rate, whichever is less, from the due date until payment is made in full. The City's acceptance of any

monies from Contractor is not an admission of the sufficiency of the amount of the payment, and the City reserves all legal rights to question the accuracy of Contractor's payments.

- 2.2 **Effective Date & Duration.** The License commences upon the Operational Date and continues for a time period consistent with the Term identified below, including any extensions or renewals.
- 2.3 **Use Restrictions.** Contractor is granted the right during any Term to occupy and use the Premises only to provide Occupational Health and Medical Services pursuant to this Agreement. Contractor shall not use or permit others to use the Premises for any purposes other than as expressly permitted herein.
- 2.4 **No Warranties by City.** City licenses the Premises to Contractor in its current condition, "as is," with no representation or warranty by the City as to the quality, condition or suitability of use, and without any liability or obligation on the part of the City of making any alterations, improvements or repairs of any kind on or about the Premises.
- 2.5 **Maintenance and Repair.** During the Term, Contractor at its sole cost and expense shall keep and maintain the Premises in a neat, clean condition, clear of all obstructions or refuse of any kind
- 2.6 **Alterations and Modifications.** Contractor shall not make any alterations or modifications to the Premises without the prior written consent of the City. All City-approved alterations and modifications shall be (i) performed and completed in a good, workmanlike manner at the sole cost and expense of Licensee; (ii) completed in compliance with all applicable laws, ordinances, codes, rules, regulations, and/or orders; and (iii) shall become a part of the Property, and any title shall vest in and be retained by City. Contractor shall, at its sole expense, construct all improvements in compliance with the Americans with Disabilities Act (ADA), as amended from time to time, including City amendments.
- 2.7 **Right of Access/Inspection.** The City reserves the right to control and manage the GRPSTC, including the Premises, and to enforce all necessary and proper rules for its management and operation. Contractor agrees to permit and escort authorized City employees or agents to enter the Premises, with the exception of any HIPAA protected areas or areas containing medical records or any other information protected by law ("Protected Areas"). If access is needed into Protected Areas for cleaning, repairs, etc., advance notice will be given to the Contractor to allow Contractor to secure all patient charts and other confidential records in the locking storage cabinets. A member of the Contractor's staff must remain present with the City employee or agent until work is completed.
- 2.8 **City Obligations.**
 - a. City shall maintain the Premises in good condition and repair, reasonable wear and tear excepted. City shall provide general house lighting, heating, air conditioning, water, sanitation, custodial service and certain furniture, fixtures and equipment as described on **Exhibit B** ("Equipment"). City is not obligated to provide computers or copiers. The City will provide annual fire inspections per the Arizona Department of Health Service requirements.
 - b. **Security.** The City assumes no obligation to provide security for the Premises, other than the security personnel in place for the GRPSTC. Any additional security or other protective service desired by the Contractor other than normal security provided by City for the GRPSTC facility, must be arranged for by special agreement with the City and the Contractor is responsible for all costs connected with any additional services.
 - c. **Property Liability.** The City assumes no responsibility whatsoever and has no obligation to reimburse the Contractor for any property, fixtures, equipment or other personal property placed by the Contractor in the Health Center. The Contractor expressly releases and discharges the City from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Health Center under the Agreement.
 - d. The City assumes no responsibility for personal items, equipment or other items that remain in the Premises after the expiration of the Agreement.

- 2.9 The Contractor is responsible for all damage, except normal wear and tear, to the Health Center facilities that occur in connection with Contractor's services pursuant to this Agreement, including but not limited to those caused by Contractor and its employees, agents, sub-contractors, invitees, and guests. The Contractor shall take all precautions to maintain the Premises in good repair and restore and return the Premises back to the City upon termination of the Agreement in as good condition as it was provided to the Contractor, ordinary wear excepted. If the Contractor does not maintain the Premises as required by the Agreement, the City may do all things necessary to restore the Premises to the prior condition with all costs being charged to the Contractor. The Contractor shall purchase replacement integrated equipment (chairs, tables, general house lighting, etc.) when the Contractor is responsible for damage as stated 2.9. This does not include the major medical equipment the City will maintain as listed in section 3.1 below.

3. Medical Equipment.

- 3.1 City shall provide medical equipment described on **Exhibit B** ("Equipment"), including a Spirometer for testing lung capacity, a hearing test booth, a Titmus vision test machine, digital x-ray machine, two treadmills with stress test equipment and EKG machines. The City will provide annual preventative maintenance on the two treadmills with stress test equipment and EKG machine, the Spirometer, and the x-ray machine, along with annual calibration of the Spirometer and hearing booth. Calibration information will be provided to the Contractor for their records. Blood samples may be sent to the Contractor's contracted medical laboratory for analysis and x-rays may be sent to an outside radiologist for interpretation.
- 3.2. The Contractor is responsible for the control, operation and use of all medical Equipment described on Exhibit B ("Equipment"). All damage, except normal wear and tear, to the Equipment that occurs in connection with Contractor's operation and/or use when providing services pursuant to this Agreement, including but not limited to those caused by Contractor and its employees, agents, sub-contractors, invitees, and guests shall be the sole responsibility of the Contractor. The Contractor shall fully indemnify the City for any claims that arise due to its operation and/or use of the equipment as described in Section 11.3 Indemnification. It shall be the Contractor's sole responsibility to notify the City when any Equipment malfunctions or is in need of repair. While the equipment is under the control, operation and use of the Contractor and its employees, agents, sub-contractors, invitees, and guests, Contractor shall take all precautions to maintain the Equipment in good repair and return the Equipment back to the City upon termination of the Agreement. in as good condition as it was provided to the Contractor, normal wear and tear excepted. If the Contractor damages the Equipment the City may do all things necessary to restore the Equipment to the prior condition, including if necessary replacement of the Equipment, with all costs being charged to the Contractor.

The Contractor shall provide all durable medical supplies or equipment (BP cuffs, stethoscopes, glucose meters, calipers, body fat analyzers, lab equipment and other minor medical equipment) as needed. The City has no obligation to reimburse the Contractor for loss of or damage to their durable medical supplies, equipment or other personal property. The Contractor may insure such supplies, equipment or other personal property as needed.

4. Services by Contractor.

- 4.1 Contractor shall provide all services in a timely and efficient manner consistent with RFP requirements and Administrative Procedures, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City. The parties agree to work together to develop mutually-agreeable Administrative Procedures prior to Contractor providing any services under this Agreement. In the event the parties cannot agree on any provision in the Administrative Procedures, the City shall make the final determination. Changes to the Administrative Procedures may be agreed to by City staff, without an amendment to this Agreement. The services listed in Section 4.3, Medical Exams, are the minimum services Contractor must provide. The parties may amend, change, add or remove services, as may be mutually-agreed to in writing by the parties.

4.2 Hours of Operation. The Contractor shall maintain Health Center hours of operation as follows: Monday through Friday 7:30 a.m. to 5:30 p.m. (City holidays excepted) and all services provided by STI or its subcontractors shall occur during these hours of operation, unless otherwise agreed to in writing by the City and STI.

4.3 Medical Exams.

a. **Firefighters (includes new firefighter pre-employment).** Contractor shall provide comprehensive medical examinations that shall include at least the following:

- (1) Health Survey
- (2) Physical examination
- (3) Blood analysis consisting of CBC, Chem. 22, lipid panel, and Hepatitis C
- (4) PSA for males .40 years of age
- (5) Urine dipstick with reflux urinalysis
- (6) Spirometry
- (7) Hearing evaluation (done in an ANSI-approved soundproof booth)
- (8) Visual acuity evaluation
- (9) Body fat assessment (using calipers or analyzer) and body weight
- (6) Stress test (treadmill) Fire performs the Davis-Gerkin Protocol and PD performs the Bruce Protocol or as indicated
- (10) Chest X-ray (done every five (5) years or annually if TB positive or new hire or as indicated by clinical conditions)
- (11) Functional movement screening
- (12) Review of immunization history
- (13) Up to 30 minute consult with physician or physician to discuss physical examination and health survey
- (14) TB skin test (optional; additional cost would apply)
- (15) Tiered Medical Evaluation (optional)

b. **Non-sworn EMS personnel and retirees.** Public Fire Departments, Fire Districts and/or Tribal Jurisdictions may offer annual physicals to their non-sworn EMS personnel and/or retired firefighters Contractor shall provide the same services as for firefighters, as listed in 4.3.a above, with the following exception:

- (1) No Functional Movement Screening
- (2) No Stress Test – Resting EKG Only
- (3) No Chest X-ray

c. **Glendale Police Officer Pre-employment Physicals.** For Glendale police pre-employment physicals, Contractor shall provide the same services as for firefighters, as listed in 4.3.a, above, with the following exception:

- (1) No Functional Movement Screening

d. **SWAT/Bomb/Clandestine Drug Lab.** Police agencies may send their specialty officers for annual physicals due to their use of self-contained breathing apparatus and OSHA respiratory regulations and Contractor shall provide the same services as for firefighters, as listed above in 4.3.a., with the following exceptions:

- (1) No Functional Movement Screening

- e. **Glendale Police Officer Wellness Exam.** Exams shall be provided consistent with Memorandum of Understanding between City of Glendale and the Glendale Police Officer's Coalition (GPOC).
- f. **CDL/DOT physicals.** Contractor shall provide all CDL required drivers medical exams for CDL/DOT Medical Certification Examinations, in accordance with DOT/FMCSA.
- g. **New employee physicals (non-public safety).** Contractor shall provide the City's new employee hires, which have a lifting requirement as part of the essential function of their job, a pre-employment physical.
- h. **Drug/Alcohol Screening.** The City of Glendale's Drug and Alcohol Policy was established to comply with the Drug Free Workplace Act of 1988, and the Arizona Medical Marijuana Act (A.R.S. 36-2801), Department of Transportation (DOT) Drug and Alcohol Testing Rule (49CFR Part 40), Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol testing Regulations (49 CFR Part 382) and Federal Transit Administration (FTA) Drug and Alcohol Regulations (49 CFR Part 655). In accordance with the DOT -FMCSA and the DOT-FTA mandates, and for NON-DOT, safety-sensitive employees and other covered personnel in order to maintain a drug free work environment, the Contractor will conduct the following categories of tests: Contractor agrees to provide additional testing that may be required as specified in the governing Memorandum of Understanding for represented employees or Arizona Peace Officer Standards and Training Board (AZPOST) in accordance with the Arizona Administrative Code, Title 13, Public Safety.
 - a. Pre-employment
 - b. Random
 - c. Reasonable suspicion
 - d. Post-accident
 - e. Return to duty
 - f. Follow up

The Breath Alcohol Test (BAT) shall be administered in accordance with state and federal regulations for DOT Drug and Alcohol Testing Rule- FMCSA and DOT- FTA, for determining blood/alcohol levels. For NON-DOT, safety-sensitive employees and other covered personnel, the Saliva Alcohol Test (SAT) shall be administered. (If SAT testing is not available, BAT shall be utilized).

The Urine Sample Test will be utilized in accordance with federal regulations for DOT-FMCSA, DOT-FTA, and for NON-DOT safety-sensitive employees and other covered personnel. The Oral Fluid Drug Test shall be utilized (if Oral Fluid Drug Test is not available, Urine Sample test shall be utilized) to test for the following drugs (or their metabolites):

- a. Marijuana
- b. Cocaine
- c. Opiates
- d. Phencyclidine (PCP)
- e. Amphetamines

Contractor will be responsible for randomizing the selection of all City employees' random drug and alcohol testing.

- i. **Hearing Conservation and Review of Respiratory Questionnaire**
Contractor will perform annual audiograms for City personnel in the Hearing Conservation Program. Contractor will also provide annual review of the OSHA respiratory questionnaires for all City employees. Contractor will verify that the employee is medically cleared to wear a respirator or, if not medically cleared, Contractor will provide further testing to establish the need to seek specialist care or establish clearance through the additional testing. Contractor will be required to work with and provide City certain testing information results. For City Police Department personnel, results shall be provided to the Glendale Police Department Safety Officer for both hearing and respiratory testing. The Contractor will be required to work with and provide hearing test results to the Glendale Human Resources and Risk Management Department for non-Police personnel.
- j. **Functional Capacity Evaluations (FCE).** Contractor shall perform FCE utilizing an in-depth questionnaire to determine other conditions and specific limitations City employee may have, whether directly or indirectly related to the employee's job duties. Contractor shall conduct the FCE utilizing real and simulated workstations to evaluate the abilities of the employee. Prior to conducting a FCE, Contractor shall review the Job Duties Assessment form relating to the employee's position and medical records, if applicable. Contractor shall provide City a detailed report with 5 days of completion of the FCE based on specific questions to address whether or not the employee can perform the essential functions of his or her job with or without an accommodation.
- k. **Post Exposure Prophylaxis (PEP)**
 - 1. Contractor will provide a 24-hour hotline for exposed City personnel and employees of other public safety agencies that request such services. This hotline will provide the exposed person with initial counseling and treatment options based on the significance of the exposure.
 - 2. Contractor will conduct baseline blood testing within 10 days of the initial exposure, as well as further counseling and treatment options. It will be the responsibility of the Contractor to contact the exposed person and provide follow-up testing within established guidelines.
 - 3. Contractor will communicate with the Glendale Police Department Safety Officer, Glendale Fire Department Infectious Disease Control Officers, and the Human Resources & Risk Management Department during the post-exposure process. This may include providing test results of source patient.
- l. **Urgent Care and Preventive Care**
 - 1. No later than July 1, 2016, Contractor will provide an on-site Urgent Care/Preventive Care Clinic for City employees at the Health Center. Examples of services Contractor shall provide include: sickness care, acute walk-in care; immunization and injections (preventative); basic labs and other tests; and dispensing/prescribing pharmaceuticals (generic if available). At the City's discretion and with the approval of Contractor, Contractor and the City Manager or designee may provide these services to employees of other public entities.
- m. **Heart Fit for Duty**
 - 1. Contractor shall provide the Heart Fit for Duty Program ("Program") at the Health Center no later than July 1, 2015, unless otherwise agreed to in writing by the parties. Program is a wellness program operated by Heart Fit for Duty, LLC ("HFFD"), which specializes in the prevention of heart attacks and strokes in the first responder population by focusing on early detection and education of at risk

individuals. Program partners with primary care and specialty practitioners by providing additional education and screening resources beyond the minimum standard of care in five major areas: LIPIDS (cholesterol screening and management), Obesity, Hypertension, Diabetes (insulin resistance), and tobacco cessation. Contractor agrees to contract with HFFD to provide their wellness services at the Health Center. The terms will be negotiated between the Contractor and HFFD and Contractor shall not be entitled to any compensation from City in connection with providing the HFFD Program. For purposes of this Agreement, HFFD is a sub-contractor of Contractor for which Contractor is responsible.

n. **Additions of Service**

Additional services may be requested by the City from time to time. Contractor will, upon request, submit a negotiable quotation for the additions. Upon written approval by the City, which approval may require City Council approval, Contractor shall provide such additional service(s).

4.4 **Scheduling**

- a. Contractor shall establish a mutually-agreeable scheduling system for all annual physicals and other services required under this Agreement, which shall comply with requirements of Administrative Procedures. Contractor is responsible for working directly with City and any other participating agency. If the schedule is full during a specific time, the Contractor will need to provide sufficient resources for flexibility for priority services, including but not limited to occupational injuries and drug and alcohol testing, which may be required to be completed during a specific timeframe. Failure to meet schedule requirements will result in penalties set forth in the Administrative Procedures.

4.5 **Staffing**

- a. The Contractor will provide staff willing to dedicate their time and expertise to develop relationships with employees for the care and management of their health needs. The Contractor will provide excellent customer service and knowledgeable caring staff which is vital to the existence of the Health Center.
- b. Contractor will provide and manage medical and administrative personnel to provide all services and to meet all obligations under this Agreement, including but not limited to Medical Services, Urgent Care, Occupational Health Medical Services and associated administrative support at the Health Center. Administrative, supervision, and financial responsibility for all medical staff, including contractors and sub-contractors, will be the sole responsibility of Contractor. The Contractor must be able to provide adequate staffing to meet the current and future needs of the Health Center as determined by workload. Contractor's management responsibility includes, but is not limited to, hiring or otherwise retaining, supervising, disciplining, firing, compensating and/or providing benefits, and other personnel-related matters with respect to the staff, including medical staff, vendors, contractors and sub-contractors.
- c. The City and Contractor agree that the Health Center may be staffed, at a minimum, as set forth on **Exhibit C** ("Staffing"), with a combination of full time and part time professionals as necessary to timely and proficiently provide the services required by this Agreement, and that the staffing levels shall be adjusted from time to time as needed to accomplish the Health Center's purpose and the scope of work in a manner that is timely and meets the standard of care for such services. At the Operational Date and as a minimum, Contractor shall provide the staff as set forth on **Exhibit C** ("Staffing").
- d. City shall have the right to review Contractor's staff, including any employee, independent contractor, or subcontractor employed or contracted by the Contractor to provide services under this Agreement (collectively "Contractor Personnel"). The City shall have final authority to determine whether any Contractor Personnel is permitted to provide services.

If the City objects to any Contractor Personnel, then the Contactor shall, upon notice from the City, remove any such individual from performance of services and provide a replacement who meets the qualifications as set forth in RFP 14-07. The City shall have final approval of the replacement staff member.

The City shall have the right to review the qualifications of any employee or independent contractor or subcontractor employed or contracted by the Contactor to provide services as the medical director. The City shall have final authority to accept or object the chosen medical director.

The Contractor certifies that all employees, sub-contractors, agents or others assisting or performing on behalf of the Contractor in the Health Center are knowledgeable in the use and operation of the Health Center equipment and facilities authorized under the Agreement and possess all education and certifications required by any regulatory agency to provide services or perform any obligations under this Agreement.

- 4.6 **Supplies and Waste Disposal.** Contractor is responsible for the cost and procurement of medical consumables and supplies to perform the services and other obligations under this Agreement. Contractor is also responsible for the disposal of bio-hazardous waste in accordance with applicable laws and regulations.
- 4.7 **Payment for Services and Billing.** Contractor is responsible for the payment of any and all compensation and fees to employees, contractors and sub-contractors, including medical staff. Contractor will be responsible for billing for all services provided and for collecting fees for medical services rendered, including deductibles and co-pays, as more fully set forth in Section 7, below. Contractor will also be responsible for accounting, managing and disbursing funds as detailed in herein. Contractor will be responsible for maintaining accounting records and reports that are consistent with generally accepted accounting practices and shall make such records and reports available to the City upon request. All services will be billed in accordance with the agreed upon fee schedule and agreed upon Administrative Procedures.
- 4.8 **Medical Records and Information.** The Contractor is responsible for computers utilized to perform its obligations under this Agreement and will establish a secure network. Contractor agrees to maintain data, reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Any associated costs will be the responsibility of the Contractor. Contractor is responsible for records management, data entry and medical transcriptions. Medical transcriptions must be completed and provided to the City within 24 hours after the visit by the employee. Contractor agrees to maintain the confidentiality of all medical records and files in accordance with all laws, rules and regulations, including HIPAA and protection of personal information. The Contractor shall establish and maintain procedures and controls for the purpose of assuring that "personal identifying information or protected health information" contained in records or obtained from the City or from others shall not be used by or disclosed to any unauthorized persons. Contractor also agrees that any "personal identifying information or protected health information" shall not be disclosed other than to employees or officers of STI as needed for performance of duties under the Agreement. Contractor agrees to maintain all records and files in accordance with the State of Arizona records management and records retention guidelines. All employees, Contractors and Sub-contractors are required to sign a confidentiality agreement, See **Exhibit D**, which is to be maintained by Contractor.
- 4.9 **Exposure Control Database.** Contractor will track toxic exposure information and integrate this information with annual examinations and other medical records creating a comprehensive database and case management system.
- 4.10 **Standard.** Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors, including medical providers, having substantial experience with the successful furnishing of medical and other services that are equivalent in size, scope, quality, and other criteria as those required from Contractor in this Agreement.

4.11 **Licensing. Contractor warrants that:**

- a. Contractor and any employees and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services required under this Agreement ("Approvals"); and
- b. Neither Contractor nor any employee or 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 the City in writing within two working days if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.
- c. The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing services under this Agreement.

4.10 **Compliance.** Contractor shall furnish services 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.

5. **Sub-contractors.**

- 5.1 Contractor may engage specific professional, medical, and technical contractors (each a "Sub-contractor") to furnish certain Project services or functions.
- 5.2 Contractor will remain fully responsible for Sub-contractor's services.
- 5.3 Sub-contractors must be approved in advance by the City.
- 5.4 Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards, including by not limited to insurance, as set forth in this Agreement.

6. **Independent Contractor.**

- 6.1 Contractor is the City's independent contractor, not the City's employee, agent, joint venture, or partner. Contractor's employees and subcontractors are under Contractor's exclusive direction and control.
- 6.2 Liens. Contractor shall hold City harmless from any claims for supplying labor or materials to Contractor in the performance of work required under this Agreement.

7. **Billings and Payment.**

- 7.1 Contractor is solely responsible for billing each participating entity or person for services Contractor provides at the Health Center. Contractor shall, and is solely responsible for, collecting applicable co-payments and uncovered costs from each person receiving services from Contractor.
- 7.2 Contractor is solely responsible for making payments to its employees, contractors, sub-contractors and vendors for all services, administrative support, supplies or materials rendered or utilized according to the terms of this Agreement.
- 7.3 For services provided to non-City employees, the Contractor will bill and collect the fees for services performed from the participating entity.

7.4 Contractor will charge fees and costs in accordance with RFP 14-07 Price Sheet and Clarifying Response, see **Exhibit E**. Fees or costs for tests and/or services other than those identified in RFP 14-07 may be charged as agreed to in writing by the City and Contractor. If Contractor has more than one fee arrangement, the least costly fee will be billed.

8. Fund Appropriation Contingency.

Contractor understands that the continuation of this Agreement after the close of the City's current fiscal year, which ends on June 30, is subject to City Council appropriation of the necessary expenditures required by this Agreement, including expenditures for the operation of the Health Center.. Should the appropriation required for funding of the GRPSTC, Health Center or this Agreement not be made or not be made in full, the City may terminate this Agreement as of the close of any fiscal year during the term of this Agreement or at the time appropriation or funding for the necessary expenditures is not available.

9. Termination.

9.1 For Convenience. City or Contractor 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 90 days following the date of delivery.

- a. Contractor will be equitably compensated for services furnished to City pursuant to this Agreement prior to receipt of the termination notice.
- 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.

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

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for services furnished to the City, 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 of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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. Insurance.

11.1 Requirements. Contractor and any and all Sub-contractors must obtain and maintain the following insurance for the duration of the Agreement ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or services or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until all obligations under this Agreement are completed.

- b. Commercial General Liability. Contractor and Subcontractor must at all times carry commercial general liability on an occurrence basis with limits of at least \$5,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury and property damage, including products-completed operations and personal and advertising injury and Fire damage legal liability with limits at least \$500,000 with coverage as broad as ISO Form CG 00 01.
- c. Automobile Liability with coverage as broad as ISO Form CA 00 01 with limits no less than \$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. Contractor and Sub-contractors shall provide workers' compensation insurance as required by State of Arizona with statutory limits and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury and disease.
- e. Professional Liability (including medical malpractice and errors and omissions) insurance for liability arising out of, or in connection with the performance of all required services under this Agreement with limits no less than \$5,000,000 per occurrence and \$5,000,000 aggregate. If the policy is written on a claims-made basis, the retroactive date must be shown and must be before the date of the contract. Insurance must be maintained for at least two years after termination of this contract. If coverage is canceled or non-renewed and not replaced with another claims made policy with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting coverage" for a minimum of two years after contract termination.
- f. If Contractor or Sub-contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained.
- g. Notice of Changes. Contractor and Sub-contractor must provide for not less than 30 days' advance written notice to City Representative of Cancellation or termination of Contractor's or Sub-contractor's Policies.
- h. Waiver of Subrogation. Contractor and Sub-contractor hereby grant to City a waiver of any right to subrogation which any insurer of said Contractor or Sub-contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor and Sub-contractor agree 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.
- i. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

- j. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance). Contractor shall require and verify that all Sub-contractors maintain insurance meeting all the requirements stated herein.
- k. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered and endorsed as additional insured's on the commercial liability and automobile liability policies.
- i. The Contractors and Sub-contractors insurance coverage must be primary. Any insurance or self-insurance policies or programs maintained by City shall be excess of Contractor's or Sub-contractor's insurance and shall not contribute to it.
- j. All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties. 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.

11.2 Sub-contractors.

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

11.3 Indemnification.

- a. Contractor shall indemnify, defend, save and hold harmless the City, and their officers, officials, agents, and employees (hereinafter referred to as "Indemnitees") 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 Laws or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court order/decree. It is the specific intention of the parties that the Indemnitees shall, in all instances, except for Claims arising solely from the negligent or willful act or omissions of the Indemnitees, be indemnified by Contractor from any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification applies.
- b. Contractor is not required to indemnify any Indemnitees for, from, or against any Claims, demand or expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party

12. Performance Surety Requirements.

The performance sureties shall be in the form of a bond, cashier's check, certified check or money order. Personal or company checks are not acceptable unless certified. Letters of credit are not acceptable. Individual sureties are not acceptable.

The Contractor shall, at the time of entering into the contract, furnish a performance surety in the form of a bond, money order or certified or cashier's check, in the amount of 25 percent of the contract amount for the Initial Term guaranteeing the faithful performance of the contract.

If a bond is submitted, it shall be written on the Performance Bond form, see **Exhibit F** provided by the City. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney. The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

13. Media Releases and Relations

Contractor agrees that the City has primary responsibility for press contact and interaction. Any release of information to the media regarding the Health Center or any of its activities will be coordinated by the Glendale Fire Department ("GFD") Public Information Officer ("Glendale PIO") and Human Resources & Risk Management Department ("HR"), with input from the Contractor. News releases pertaining to the Health Center or any part of the services provided pursuant to this Agreement shall not be made by Contractor without prior written approval of the Glendale PIO. Prior to release, a copy of all public record and media releases regarding the Health Center or its participating agencies and activities shall be forwarded to the Glendale PIO and to Contractor. Contractor will not reveal any investigative information or operational procedures of the Health Center outside the parties except as required by law or competent authority.

14. Immigration Law Compliance.

- 14.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 14.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 14.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 14.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 14.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 14.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

14.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

15. Notices.

15.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

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

15.2 Representatives.

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

James ("Jim") Maher
c/o Strength Training, Inc.
17233 N. Holmes Blvd.
Phoenix, Arizona 85053
602-349-2545

- 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 Fire Chief
6829 North 58th Drive
Glendale, Arizona 85301
623-930-4401

With required copy to:

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

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

- c. **Concurrent Notices.**
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. **Changes.** Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

16. 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.

17. Entire Agreement; Survival; Counterparts; Signatures.

17.1 **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.

17.2 **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.

17.3 **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.

17.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties, unless otherwise provided herein. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

17.5 **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.

17.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

17.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

18. Term. The initial term of the contract shall be two (2) years upon approval by the City Council beginning on Effective Date. The City may, at its option and with the approval of the Contractor, extend the term of

this Agreement three (3) additional years in one (1) year increments based upon satisfactory Contractor and Sub-contractor performance. The City Manager or designee is authorized to execute any and all documents required to extend the contract. Contractor will be notified in writing by the City Materials Manager of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original Agreement period. Price adjustments will be reviewed only during the Agreement renewal period. There are no automatic renewals of this Agreement.

19. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with **Exhibit G**. The final determination will be made by the City.

20. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Request for Proposal 14-07, Contractor's Response
Exhibit B	Equipment
Exhibit C	Staffing
Exhibit D	Confidentiality Agreement
Exhibit E	Contractor Price Sheet and Clarifying Response
Exhibit F	Performance Bond Form
Exhibit G	Dispute Resolution
Map A	GRPSTC Layout
Map B	Health Center Floor Plan

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

[Signatures on Following Page]

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

STRENGTH TRAINING, INC.
an Arizona corporation



By: James ("Jim") Maher
Its: President

EXHIBIT A

**Agreement for Occupational Health and Medical Services
REQUEST FOR PROPOSAL 14-07 AND CONTRACTOR'S RESPONSE**



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 14-07

DESCRIPTION: MEDICAL OCCUPATIONAL HEALTH SERVICES
AT GLENDALE HEALTH CENTER

OFFER DUE DATE AND TIME: MAY 8, 2014, AT 2:00 P.M. LOCAL TIME

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301


Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.


OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Victoria Jackson, CPPB
Contract Analyst
Phone: 623-930-2867
Email: vjackson@glendaleaz.com

	SOLICITATION NUMBER: RFP 14-07 MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.0 INTRODUCTION – GLENDALE REGIONAL HEALTH CENTER

- 1.1 The city of Glendale invites sealed proposals for medical/occupational health services at the Glendale Health Center which operates out of the Glendale Regional Public Safety Training Center located at 11550 West Glendale Avenue.
- 1.2 The city of Glendale Fire Department and various other public safety agencies are parties to an existing automatic aid agreement through the Central Arizona Life Safety Council System. It is the responsibility of the other public safety agencies that utilize this contract to coordinate medical services directly with Contractor.
- 1.3 The city of Glendale is self-insured for the workers' compensation program. When employees are injured they are referred to the Glendale Health Center for first aid treatment, initial visit for industrial injuries and follow-up, and when necessary, referrals to specialists.
- 1.4 The city of Glendale seeks to provide access to medical health services, including urgent care and occupational health, pre-hire physical examinations, annual physical evaluations and examinations, hearing and visions testing, Drug and Alcohol testing, Department of Transportation (DOT) physicals, rehabilitation and educational services at the Health Center for city of Glendale employees and public safety personnel of any automatic aid department, city township, district and/or tribal jurisdiction in the state of Arizona.
- 1.5 The Contractor must be able to provide such medical services, at the Health Center, to include the provision of medical staffing, i.e., physicians, nurses, physician assistants, physical therapists and technicians to provide: (DOT) and Arizona Peace Officer Standards and Training (AZ POST) drug and alcohol screening; hearing and vision testing; Commercial Driver's License (CDL)/(DOT) physicals in accordance with Federal Motor Carrier Safety Administration (FMCSA); pre-employment physical examinations in accordance with OSHA Regulations; annual physical health evaluations and other medical evaluations and examinations on City employees and potential employees; incumbent fire fighters in compliance with NFPA 1582 and OSHA 1910 – 134 Respiratory Protection and police officer in accordance with AZPOST requirements; and on-going rehabilitation and nutrition, health and fitness education.
- 1.6 Under the current system, medical staffing and support is provided through a contractual arrangement. The purpose of the RFP is to provide an opportunity for interested Contractors to submit proposals for the provision of these services, in addition to adding urgent care services, through a competitive process. The selected Contractor will be expected to begin providing service on or about

	SOLICITATION NUMBER: RFP 14-07 MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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September 2, 2014 and the contract period will be for two (2) years with three (3) one-year renewal options, with the contract costs for option years to be negotiated, per the special terms and conditions as outlined herein.

- 1.7 The goal of the Health Center is to provide health and wellness medical services and programs to all Glendale employees and other city townships, districts and/or tribal jurisdiction in the state of Arizona

The Fire Service Joint Labor Management Wellness/Fitness Initiative is a historic partnership between the International Association of Fire Chiefs (IAFC) and the International Association of Firefighters (IAFF) to improve the wellness of fire department personnel. This initiative has been used as a guide to formulate a department's Wellness/Fitness Program. The Wellness/Fitness Initiative complies with both the NFPA Standards and OSHA regulation.

Consistent with the Initiative, the purpose of this RFP is to help ensure that public safety personnel receive medical health care and education on health, wellness, exposure to both hazardous and infectious materials and safety issues faced by firefighters and police officers throughout their careers. The Health Center schedules annual physicals for field personnel usually by apparatus crew, so that all members working on a particular apparatus can be sent to the Health Center at the same time providing minimal disruption of service delivery. This approach also allows the physicals to be conducted while members are on-duty avoiding overtime costs. Fire physicals are currently scheduled Tuesdays through Thursdays from 8:00 a.m. to noon or 1:00 p.m. to 5:00 p.m. with four slots per 4 hour session.

- 1.8 The Glendale Health Center has been in operation since 2009, primarily providing annual medical examinations and fitness assessments for firefighters. In 2011, the Glendale Health Center started offering occupational medical services for all city of Glendale employees and any fire agency that wished to use the occupational medical services. In addition, the Health Center also started performing many of the services listed in 1.5 above.

- 1.9 **INDUSTRIAL INJURY PROGRAM** The Health Center also provides evaluation and treatment of industrial injuries for all city of Glendale employees as well as a few fire agencies. The Health Center medical staff treats patients with minor injuries and refers those with more serious injuries to appropriate specialists. City of Glendale Human Resources & Risk Management oversees the city of Glendale's Industrial Injury Program. The Health Center sees an average of 178 new city of Glendale employee injuries per year.



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1.10 CITY OF GLENDALE HEALTHCARE PROVIDER The city of Glendale is currently self-insured for its medical benefits and is under an agreement to utilize the network of Blue Cross Blue Shield of Arizona (BCBSAZ). The successful proposer will enter into and maintain an agreement as a medical provider with BCBSAZ. Should the city of Glendale change networks, the successful proposer will enter into and maintain an agreement to be a medical provider with the city of Glendale's new healthcare network provider.

1.10.1 The city of Glendale's current wellness initiatives through BCBSAZ include the following:

- 1.10.1.1** Influenza Immunization for health plan and first responders.
- 1.10.1.2** Annual Health and Wellness Fair – wellness contactors and carriers provide information on their services and wellness classes are offered.
- 1.10.1.3** Health Risk Assessments and education
- 1.10.1.4** Wellness incentives for participation in the wellness programs are offered annually through a health insurance deduction discount.
- 1.10.1.5** Mobile on-site mammograms and prostate screenings.
- 1.10.1.6** Wellness education sessions, both instructor-led and on-line.

1.10.2 The city of Glendale has approximately 1100 active employees insured through BCBSAZ. There are 2750 active employee dependents insured, under the BCBSAZ Plan with the City; 550 insured retirees, and 400 insured retiree dependents. Additionally, the City has approximately 2,423 total employees covered under the occupational health program; approximately 235 are Fire sworn employees, 380 are Police sworn employees, and 370 are CDL drivers.

1.10.3 Health expenditures and Cost per Insured by fiscal year:

	2009	2010	2011	2012
Health Expenditures	\$19,500,000	\$19,900,000	\$19,600,000	\$21,400,000
Number of Insured	5100	5000	4970	4940
Cost per Insured	\$4100/year	\$4300/year	\$4500/year	\$4800/year



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Worker's Comp. cases (First Aid cases are not included)	191	172	191	176
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- 1.11 CURRENT STAFFING** A Glendale Fire Department Deputy Chief oversees the Health Center and works with the current provider to meet the needs of the Health Center's internal and external fire departments. To meet the needs of all city employees, the following services are overseen by Human Resources and Risk Management to ensure compliance with the city's programs:
- 1.11.1 Workers' Compensation
 - 1.11.2 Drug and Alcohol
 - 1.11.3 CDL Medical Certification
 - 1.11.4 OSHA required vision and hearing testing
 - 1.11.5 Pre-employment physicals

The current service contract includes two (2) part-time medical doctors (one serving as director), one full-time physician's assistant, one full-time registered nurse, one full-time certified radiology technician, one medical assistant and one patient care manager. All other services are provided through the current providers system outside of the Health Center. The medical doctor/director currently only works one day of the week and the other physician works 2 other days during the week. A combination of the current staffing works at the Health Center each day based on current workload need. If the services provided increases, it is expected that the Contractor will add additional day(s) depending on the need.

- 1.12 FACILITY** The Health Center is operated out of approximately 6,000 square feet of space located in the Glendale Regional Public Safety Training Center at 11550 West Glendale Avenue as generally depicted on **Maps A and B**. The Health Center is open Monday-Friday from 7:30 a.m. to 5:00 p.m. and closed on all city of Glendale observed holidays. All services provided by the Contractor, or its subcontractors, shall occur during these hours of operation, unless otherwise agreed to in writing by the City.
- 1.13 MEDICAL EQUIPMENT** The Health Center contains the facilities and testing equipment needed to conduct comprehensive medical examinations. The facility includes: patient waiting area; five exam rooms; specialized testing rooms; a minor trauma room; lab; patient medical records room; offices; work stations; break room and patient and staff restrooms. Major medical equipment includes a Spirometer for testing lung capacity, a hearing test booth, a Titmus vision test



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machine, digital x-ray machine, two treadmills with stress test equipment and EKG machines. See Exhibit A ("Equipment"). Under the current contract blood samples are sent to the medical provider's contracted medical laboratory for analysis and x-rays are sent to an outside radiologist for interpretation.

1.14 WORKLOAD The fiscal year 2012-2013 workload for the Health Center is as follows:

- 1.14.1 Annual firefighter physicals: 680
- 1.14.2 Annual non-sworn/retiree physicals: 31
- 1.14.3 Annual police physicals: 34
- 1.14.4 CDL/DOT physicals: 168
- 1.14.5 New employee physicals: 46
- 1.14.6 Drug/alcohol screens: 211
- 1.14.7 Hearing conservation: 131
- 1.14.8 Industrial Injury Evaluations: 190
- 1.14.9 Industrial Injury Re-checks: 95
- 1.14.10 Exposure Incidents: 5



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2.0 SCOPE OF SERVICES BY CONTRACTOR

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

2.2 MEDICAL EXAMS

2.2.1 Firefighters (includes new firefighter pre-employment) The physical examination currently used by the Glendale Health Center is comprehensive and includes the following elements:

- 2.2.1.1 Health Survey
- 2.2.1.2 Physical examination
- 2.2.1.3 Blood analysis consisting of CBC, Chem. 22, Hepatitis C and lipid panel
- 2.2.1.4 PSA for males >40 years of age.
- 2.2.1.5 Urine dipstick with reflux urinalysis
- 2.2.1.6 Spirometry
- 2.2.1.7 Hearing evaluation (in an ANSI-approved soundproof booth)
- 2.2.1.8 Visual acuity evaluation
- 2.2.1.9 Stress test (treadmill) Fire performs the Davis-Gerkin Protocol and PD performs the Bruce Protocol or as indicated.
- 2.2.1.10 Chest x-ray (every 5 years or annually if TB positive or new hire or as indicated by clinical conditions)
- 2.2.1.11 Functional Movement Screening
- 2.2.1.12 Body fat assessment and body weight
- 2.2.1.13 Review of immunization history
- 2.2.1.14 Up to a 30 minute consult with physician to discuss physical examination and health survey.
- 2.2.1.15 TB skin test
- 2.2.1.16 Tiered Medical Evaluation (optional)

2.2.2 Non-sworn EMS personnel and retirees Some fire departments may offer annual physicals to their non-sworn personnel and/or retired firefighters. The above elements are offered except:

- 2.2.2.1 No stress test – resting EKG only
- 2.2.2.2 No chest x-ray
- 2.2.2.3 No Functional Movement Screening
- 2.2.2.4 No TB skin test



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2.2.3 SWAT/Bomb/Clan lab/new officer pre-employment physicals for police Currently Glendale, Peoria and Goodyear Police Departments send their specialty officers in for annual physicals due to their use of self-contained breathing apparatus and OSHA respiratory regulations. The above physical elements listed in 2.2.1 above are performed with the only exceptions:

2.2.3.1 No Functional Movement Screening

2.2.3.2 No TB skin test

2.2.3.3 New hire officers will get a chest x-ray

2.2.4 CDL/DOT physicals The city of Glendale sends all CDL required drivers to the clinic for CDL/DOT Medical Certification Examinations, in accordance with DOT/FMCSA.


2.2.5 New employee physicals (non-public safety) The city of Glendale sends its new employee hires, which have a lifting requirement as part of the essential function of their job, to the clinic for a pre-employment physical.

2.3 DRUG/ALCOHOL SCREENING

The City of Glendale's Drug and Alcohol Policy was established to comply with the Drug Free Workplace Act of 1988, and the Arizona Medical Marijuana Act (A.R.S. 36-2801), Department of Transportation (DOT) Drug and Alcohol Testing Rule (49CFR Part 40), Federal Motor Carrier Safety Administration (FMCSA) Drug and Alcohol testing Regulations (49 CFR Part 382) and Federal Transit Administration (FTA) Drug and Alcohol Regulations (49 CFR Part 655). In accordance with the DOT -FMCSA and the DOT-FTA mandates, and for NON-DOT, safety-sensitive employees and other covered personnel in order to maintain a drug free work environment, the City will conduct the following categories of tests:

- a. Pre-employment
- b. Random
- c. Reasonable suspicion
- d. Post-accident
- e. Return to duty
- f. Follow up

The Breath Alcohol Test (BAT) shall be administered in accordance with federal regulations for DOT- FMCSA and DOT- FTA for determining blood/alcohol levels. For NON-DOT, safety-sensitive employees and other covered personnel, the Saliva Alcohol Test (SAT) shall be administered. (If SAT testing is not available, BAT shall be utilized)

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The Urine Sample Test will be utilized in accordance with federal regulations for DOT-FMCSA, DOT-FTA, and for NON-DOT safety-sensitive employees and other covered personnel. The Oral Fluid Drug Test shall be utilized (if Oral Fluid Drug Test is not available, Urine Sample test shall be utilized) to test for the following drugs (or their metabolites):

- a. Marijuana
- b. Cocaine
- c. Opiates
- d. Phencyclidine (PCP)
- e. Amphetamines

Contractor will be responsible for randomizing the selection of all city of Glendale employees' drug and alcohol testing.


2.4 HEARING CONSERVATION AND REVIEW OF RESPIRATORY QUESTIONNAIRE

The medical provider will perform annual audiograms for Glendale personnel in the Hearing Conservation Program. They will also provide annual review of the OSHA respiratory questionnaires for all city of Glendale employees. The provider will sign off the employee is medically cleared to wear a respirator or, if not medically cleared, they will provide further testing to establish the need to seek specialist care or establish clearance through the additional testing. The medical provider will be required to work with and provide the Police personnel testing information results to the Glendale Police Department Safety Officer for both hearing and respiratory testing. The medical provider will be required to work with and provide hearing testing results to the Glendale Human Resources and Risk Management for non-Police personnel

2.5 FUNCTIONAL CAPACITY EVALUATIONS (FCE)

The FCE should consist of the use of an in-depth questionnaire and is used to determine other conditions and specific limitations the employee may have, whether directly or indirectly related to the employee's job duties and utilizes real and simulated workstations to evaluate the abilities of the employee. If an FCE is to be conducted, the city of Glendale would want the agency to review our Job Duties Assessment form on the employee's position, review medical records if applicable, and provide the city of Glendale with a detailed report based on specific questions to address whether or not the employee can perform the essential functions of his or her job with or without an accommodation.

Other public safety agencies, that currently use the Health Center, may have the same requirements. The selected contactor will need to work with each agency

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based on their need and requirements. Some agencies may also require a fitness for duty or return to duty evaluation.

2.6 POST EXPOSURE PROPHYLAXIS (PEP)

The Contractor will need to provide a 24 hour hotline for exposed city of Glendale personnel; this may also include public safety agencies other than city of Glendale personnel. This hotline would provide the exposed employee with initial counseling and treatment options based on the significance of the exposure.

The Contractor will conduct baseline blood testing within 10 days of the initial exposure, as well as further counseling and treatment options. It will be the responsibility of the Contractor to contact the exposed employee and provide follow-up testing within the established guidelines.

The Glendale Police Department Safety Officer and Glendale Fire Department Infectious Disease Control Officers require the medical provider to communicate with them during the post exposure process. This may include providing test results of source patient. After a city of Glendale employee has a confirmed exposure, Human Resources & Risk Management shall also be notified.


The police and fire department's would like to pursue the possibility of the medical provider providing an Infectious Control Officer (ICO) to manage current and future public safety entities that use the Health Center. This would be a 24/7/365 on-call person. Some fire agencies currently use the Phoenix Fire Department to manage their exposures. These agencies are charged for the service. Other agencies may have an internal ICO and manage their own personnel.

2.7 URGENT CARE AND PREVENTIVE CARE

The city of Glendale has a proactive Wellness Program and would like to expand its efforts to include an on-site Urgent Care/Preventive Care Clinic at the Glendale Health Center. This would enable employees to require less time off work when seeking medical attention. The primary focus will be on wellness and health preservation, prevention and control of disease. Examples of services the City would like offered: acute walk-in care; immunization and injections (preventative); run basic labs; and dispensing/prescribing generic pharmaceuticals.

2.8 Heart Fit for Duty™

The Heart Fit for Duty (HFFD) Program specializes in the prevention of heart attacks and strokes in the first responder population by focusing on early detection and education of at risk individuals. HFFD program partners with primary care and specialty practitioners by providing additional education and screening

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resources beyond the standard of care in 5 major areas: LIPIDS (cholesterol screening and management), Obesity, Hypertension, Diabetes (insulin resistance), and tobacco cessation. Due to the increased risk of heart-related injury or death for public safety personnel, it is requested that the selected Contractor allow HFFD to provide their services within the Health Center. The terms will be negotiated between the Contractor and Heart Fit for Duty.

2.9 SCHEDULING


The Contractor will be responsible for setting up a scheduling system for all services listed above. Staff will be responsible for working directly with city of Glendale and each agency. Currently scheduling is done through a Microsoft Outlook calendar. If the schedule is full during a specific time, the Contractor will need to allow for flexibility in order to schedule a new hire public safety physical that may be required during that timeframe.

2.10 STAFFING REQUIREMENTS

The City envisions the Health Center will provide staff willing to dedicate their time and expertise to develop relationships with employees for the care and management of their health needs. Excellent customer service and knowledgeable caring staff is vital to the existence of the Health Center.

The Contractor will provide and manage medical and administrative personnel to provide Medical Services, Urgent Care, Occupational Health Services and associated administrative support at the Health Center. The Contractor must be able to provide adequate staffing to meet the current and future needs of the Health Center as determined by workload. At a minimum, the Contractor shall provide the staff as set forth on Exhibit B (“Staffing”). Administrative and financial responsibility for all contract medical staff will be the sole responsibility of the Contractor. The Contractor’s management responsibility includes, but is not limited to, contracting with, discipline, hiring, firing, compensation and/or benefits and other personnel-related matters with respect to the medical staff, vendors, contractors and sub-contractors.

The City shall have the right to review the qualifications of any staff, including any employee, independent contractor, or subcontractor employed or contracted by the Contractor to provide services under this proposal (collectively “Contractor Personnel”). The City shall have final authority to determine whether any Contractor Personnel, is permitted to provide services under this proposal. If the City objects to any Contractor Personnel, then the Contractor shall, upon notice from the City, remove any such individual from performances of services and provide a replacement who meets the qualifications set in this Solicitation. The City shall have final approval of the replacement staff member.

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The City shall have the right to review the qualifications of any employee or independent contractor or subcontractor employed or contracted by the Contactor to provide services as the medical director. The City shall have final authority to accept or object the chosen medical director.

2.10.1 Minimum Contactor Qualifications

- 2.10.1.1 Five (5) years or more experience in planning, implementing and managing employer-sponsored on-site health and wellness clinics.
- 2.10.1.2 Demonstrated experience with planning, implementing and managing local government on-site medical clinics.
- 2.10.1.3 Experience with clients with 2500+ insured and/or covered lives.
- 2.10.1.4 Significant experience with occupational health programs, preferably with police and fire sworn employee services. This includes a working knowledge of and experience with the AZPOST, the IAFF/IAFC Wellness Fitness Initiative, NFPA 1582 and OSHA 1910 relating to public safety.
- 2.10.1.5 Experience, trained and certified in FMCSA-DOT physical qualification standards.
- 2.10.1.6 Experience with DOT Drug and Alcohol Testing requirements.
- 2.10.1.7 Experience with OSHA pre-employment and on-going occupational health programs and testing requirements.
- 2.10.1.8 Experience with State of Arizona worker's compensation regulations and reporting requirements.

2.10.2 Other Requirements

- 2.10.2.1 Nurse to perform initial triage of all workers' compensation injuries.
- 2.10.2.2 All City employees coming in for their third occupational injury visit will be seen by the M.D or D.O.
- 2.10.2.3 Public Safety personnel should be seen by the physician for all annual physicals. These physicals are currently conducted Tuesday through Thursday of each week.
- 2.10.2.4 If a follow-up with a specialist is required for the city of Glendale employees and other public safety agencies, the provider will assist in getting them an appointment within 24-48 hours.
- 2.10.2.5 Regular meeting with city of Glendale Human Resources and Risk Management and Public Safety to discuss issues, costs, trends, etc.

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2.10.2.6 The following results for occupational visits, including completed and signed chain of custody drug and alcohol forms and test results, work status slips and physician notes to be sent immediately or by the end of the business day to the Glendale Human Resources and Risk Management's confidential fax.

2.11 BILLING AND PAYMENTS

The Contractor will be responsible for the payment of any and all compensation and fees to sub-contractors, including medical staff. Contractor will be responsible for billing for all services provided and for collecting fees for medical services rendered. Contractor will also be responsible for accounting, managing and disbursing funds as detailed herein. Contractor will be responsible for maintaining accounting records and reports that are consistent with generally accepted accounting practices and shall make such records and reports available to the City upon request. Contractor will be responsible for the cost and procurement of medical consumables and supplies and also for the disposal of bio-hazardous waste in accordance with applicable laws and regulations.

For Occupational Health Medical Services provided to public safety personnel agencies, the Contractor will bill and collect the fees for services performed from the participating entity.

The Contractor will charge a base fee for each firefighter physical exam during the Term of the Agreement. Fees for tests and services other than those identified in Section 2.2.1 may be charged as agreed to by the City and Contractor.

All other services will be billed in accordance with the agreed upon fee schedule and agreed upon instructions.


2.12 ELECTRONIC MEDICAL RECORDS/COMPUTER SYSTEMS

It will be the responsibility of the Contractor to provide computers and establish a secure network connection. Any associated costs will be the responsibility of the Contractor.

2.13 FACILITIES USE


2.13.1 **Services Included** All Health Center integrated equipment, chairs, tables, general house lighting, heating, air conditioning, restrooms and custodial service is included within this proposal. This does not include the Contractor's desktop computers.

2.13.2 **Damage To Facilities And Equipment** The Contractor is responsible for damage to the Health Center facilities and equipment as well as any

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damage caused by the Contractor's guest, agents or sub-contractors. The Contractor shall take all precautions to maintain the Health Center in good repair and restore and return the Health Center back to the city of Glendale upon termination of the Agreement in as good condition as it was provided to the Contractor, ordinary wear excepted. If the Contractor does not maintain the Health Center as required by the Agreement, the city of Glendale may do all things necessary to restore the Health Center to the prior condition with all costs being charged to the Contractor.

- 2.13.3 **Medical Equipment Replacement Support/Maintenance** If needed, the Health Center may purchase replacement medical equipment or support through the Contractor at the Contractor's base rate.
- 2.13.4 **Property Liability** The city of Glendale assumes no responsibility whatsoever for any property placed by the Contractor in the Health Center. The Contractor expressly releases and discharges the city of Glendale from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the use of the Health Center under the Agreement. Any additional security or other protective service desired by the Contractor must be arranged for by special agreement with the city of Glendale and the Contractor is responsible for all costs connected with any additional services.
- 2.13.5 **Competency Of Personnel** The Contractor certifies that all employees, sub-contractors, agents or others assisting or performing on behalf of the Contractor in the Health Center are knowledgeable in the use and operation of the Health Center equipment and facilities authorized under the Agreement.
- 2.13.6 **Property Left Behind** The city of Glendale assumes no responsibility for personal items, equipment or other items that remain in the Health Center after the expiration of the Agreement.
- 2.13.7 **Access** The city of Glendale Fire Department reserves the right to control and manage the Health Center and to enforce all necessary and proper rules for its management and operation. Authorized city of Glendale employees will have free access, at all times, to all spaces occupied by the Contractor, with the exception of the medical records or any other information protected by law. If access is needed into the protected areas for cleaning, repairs, etc., advance notice will need to be given to the Contractor. This will allow the medical staff time to secure all patient charts in the locking storage cabinets. A member of the Contractor's staff

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will need to remain in the room with the city employee until work is completed.

2.13.8 Contractor security access card procedures All assigned Contractor employees will be issued an access card for access to the city facility to which they are assigned. The Contractor will provide, to the Health Center Deputy Chief, the names and job titles of each employee assigned to the Health Center. The Deputy Chief will submit a request for the access cards. Once access cards are received from the City of Glendale Security Office, each employee will be required to sign the COG Security Card Issue form.

2.13.8.1 Stolen or Lost Access Cards Contractor shall immediately report lost or stolen access cards to the COG Security Services Coordinator at (623) 930-3056. A new Security Card Issue form shall be completed and submitted prior to issuance of a new access card.

2.13.8.2 Return of Access Cards All access cards are the property of the City of Glendale and must be returned to the Health Center Deputy Chief within one (1) business day of when the Contractor's employee access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect an employee's access card upon termination of the employee's employment; when the employees services are no longer required at the particular City facility; or upon termination, cancellation or expiration of this Agreement.

2.14 FACILITY LEASE
The city of Glendale Fire Department will charge the Contractor a monthly lease amount of \$1.25 per square foot, or \$7,500 per month. The lease will help offset medical equipment maintenance and repairs; Health Center wear-and-tear; as well as provide funding for any future medical equipment replacement needs.

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3.0 SPECIAL TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.


3.2 RETURN OF OFFER One (1) hard copy marked as "original", one (1) CD-ROM or flash drive containing all original documents in native Microsoft Word or Excel (PDF format will be acceptable), five (5) copies marked as copies. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The sections of the submittal should be tabbed, clearly identifiable and should follow the instructions noted in the Proposal Evaluation Requirements section of this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Contractor's proposal.

The Contractor shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail."

3.3 PREPARATION OF OFFER PACKAGE Only the following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:


- 3.3.1 OFFER SHEET**, Section 4.0
- 3.3.2 PRICE SHEET**, Section 5.0
- 3.3.3 ADDENDUM**, Return all addenda (if applicable).
- 3.3.4 SPECIFICATIONS**, Section 1
- 3.3.5 REFERENCES**, Section 2, Item 2.16
- 3.3.6 COLLATERAL MATERIAL:** Additional collateral materials requested and those you feel would be necessary to better understand the products or service you are proposing.

3.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no


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exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

- 3.5 EVALUATION CRITERIA** The criteria is listed with their relative weights.
- 3.5.1** Experience or Service and Professional Effort 25%
 - 3.5.2** Compliance with Specifications/Method of Approach 30%
 - 3.5.3** Fee Structure 35%
 - 3.5.4** References 10%
- 3.6 INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. A Contractor 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. Contractors 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.
- 3.7 EVALUATION PANEL** Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 3.8 PANEL CONTACT** Contractor shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 3.9 INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Contractors 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 Contractor for the costs associated with the interview process.
- 3.10 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 Contractor submitting a proposal.

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- 3.11 **PRIOR EXPERIENCE** Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.
- 3.12 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.
- 3.13 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Contractors in various forms and or to award based on submitted information.
- 3.14 **DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Contractors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Contractor's shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Contractor's. The purposes of such discussions shall be to:
- 3.14.1 Determine in greater detail such Contractor's qualifications, and
 - 3.14.2 Explore with the Contractor the scope and nature of the project, the Contractor's proposed method of performance, and the relative utility of alternate methods of approach;
 - 3.14.3 Determining that the Contractor will make available the necessary personnel and facilities to perform within the required time;
 - 3.14.4 Agreeing 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.
- 3.15 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 3.16 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale.
- 3.17 **TERM OF AGREEMENT** The initial term of the contract shall be two (2) year upon approval by the City Council.
- 3.18 **OPTION TO EXTEND** The City may, at its option and with the approval of the contractor, extend the term of this agreement three (3) additional years in one (1) year increments based on satisfactory contractor performance. Contractor shall be notified in

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writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

- 3.19 EVALUATION LITERATURE** Proposals submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Proposals submitted without this product information may be considered as non-responsive and rejected.
- 3.20 INSURANCE** Contractor, performing as an independent contractor hereunder, shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that by Contractor, his agents, representatives, employees or subcontractors as detailed below. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Contractor shall provide General and Automobile Liability, Professional Liability, Workers' Compensation and Employer's Liability Insurance. The insurance shall be the primary and non-contributory coverage and none of the city's insurance or self-insurance shall contribute to it. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The General and Automobile liability certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor 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.



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**MEDICAL OCCUPATIONAL HEALTH SERVICES
AT GLENDALE HEALTH CENTER**

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

Contractor must provide certificate of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certificate must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance
(Minimum)

Limits of Liability

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$5,000,000
Personal and Advertising	\$5,000,000
General Aggregate	\$10,000,000
Products-Completed Operations	\$5,000,000
Fire Damage Legal Liability	\$500,000.00


Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services appropriate to the contractor's profession with limits, not less than \$5,000,000 per claim and \$10,000,000 aggregate. If higher limits are maintained, the City requires and shall be entitled to coverage for the higher limits.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:


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1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
 3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work.*
- 3.21 **WORKER'S COMPENSATION** Contractor shall be in full compliance with the provisions of the Arizona Worker's Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation authorized by the Insurance Department of Arizona to transact business in the State of Arizona.
- Contractor further agrees that he shall require any and all sub-contractors performing work under the agreement to comply with said Worker's Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his sub-contractors, shall be considered the employees of such Contractor, or his sub-contractor(s), and not the employees of the City.
- 3.22 **NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- 3.23 **COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 3.24 **PERMITS AND LICENSES** – The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any

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manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

- 3.25 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.
- 3.26 CONFIDENTIAL INFORMATION** The City of Glendale is obligated to abide by all public information laws. If a Contractor 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 Contractor submits a formal written objection.
- 3.27 CERTIFICATION** By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:
- 3.27.1 The submission of the offer did not involve collusion or other anti-competitive practices.
 - 3.27.2 The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - 3.27.3 The Contractor 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.
 - 3.27.4 The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.
- 3.28 WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, a Contractor may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Contractor or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 3.29 DISCUSSIONS** The City reserves the right to conduct discussions with Contractors for the purpose of eliminating minor irregularities, informalities, or apparent clerical

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mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

3.30 CONTRACT NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Contractors 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 Contractors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor. 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).

3.31 PERFORMANCE SURETY REQUIREMENTS The performance sureties shall be in the form of a bond. A cashier's check, certified check, money order, personal or company checks are not acceptable. Letters of credit are not acceptable. Individual sureties are not acceptable.


PERFORMANCE SURETY The successful proposer shall, at the time of entering into the contract, furnish a performance surety in the form of a bond in the amount of \$75,000 guaranteeing the faithful performance of the contract by the proposer.

The bond must be written by a surety with a Best Rating no less than an A and must be authorized and licensed to do business in this State by the Arizona Department of Insurance. Individual sureties and letters of credit are not acceptable.

3.32 ADDITIONS OF SERVICE Additional service may be added from time to time. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

3.33 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering

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the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

- 3.34 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS** The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Contractors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

- 3.35 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

	SOLICITATION NUMBER: RFP 14-07 MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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4.0 SUBMISSION REQUIREMENTS AND QUESTIONNAIRE
(See Evaluation Criteria for percentage breakdown in Section 3, #3.3)

Contractors may submit additional information to assist the evaluation team in determining your firm’s capabilities and experience; however, your firm at a minimum must submit the following:


Please provide written, narrative responses for each item requested within the categories below: When applicable, please attach supporting documents and reference the appropriate category.

4.1 EXPERIENCE OR SERVICE AND PROFESSIONAL EFFORT 25%

- 4.1.1 Contractors shall describe in detail your firm’s experience and qualifications in successfully running a medical occupational health services center similar to Glendale Health Center.
- 4.1.2 Include a cover letter, a company profile that details your company’s history, business philosophy, management, operations, locations, number of employees, years of experience and other pertinent details.
- 4.1.3 Provide necessary resources and show a history of demonstrated competence. Include a bio of the key personnel, account manager and day-to-day service staff and all other staff assigned to this project.
- 4.1.4 Contractor shall describe similar clients and provide details on projects undertaken.
- 4.1.5 Provide your experience with city government and public safety to include AZPOST and NFPA.
- 4.1.6 Provide your experience with Department of Transportation and Federal Motor Carrier System Agency drug and alcohol and commercial driver’s license medical certification exams.

4.2 COMPLIANCE WITH SPECIFICATIONS/METHOD OF APPROACH 30%

- 4.2.1 Contractors shall clearly provide a written understanding of the requirements, specifications, meeting the terms and conditions of the RFP and matching the proposed methods to accomplish work and timelines.
- 4.2.2 Please provide a description of your approach to this opportunity (e.g. valuation, staffing). Please provide a detailed statement outlining the level of support expected from City.
- 4.2.3 Contractor shall provide in detail their record management methodology.

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4.3 FEE STRUCTURE 35%

- 4.3.1 While cost is a significant factor in considering the placement of the awards, it is not the only factor. The award will not be based on price alone, nor will it be based solely upon the lowest fees submitted.
- 4.3.2 The Contractor shall provide concurrence to the facility lease terms as identified under Section 2.0 #2.14.
- 4.3.3 The Contractor shall include a project schedule for implementation of service requirements. Contractor shall complete section 6.0 Price Sheet and include support documentation should it be necessary.

4.4 REFERENCES 10%

- 4.4.1 Provide with the offer a list of four (4) client references, preferably letters of reference from companies for whom Contractor has provided similar products/services in the last two-years. Also include company name, address, phone number, contract person, a description of the products/services provided with a description of any major variation to the requirements of this RFP. References must be in writing and included with Contractor's response. Reference contact information only is not a viable substitute.

QUESTIONNAIRE

4.5 VENDOR QUESTIONNAIRE

- 4.5.1 Contractor shall complete the questionnaire as attached in Microsoft Excel. Responses must be submitted in hardcopy format as well as the native Microsoft Excel format. The city at its discretion may utilize the questionnaire as a tool in evaluating proposals received.



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6.0

PRICE SHEET

6.1 SERVICE FEE

ITEM	DESCRIPTION OF SERVICE	COST
1	Appointments Scheduling: Same Day	\$
2	Annual Physical Exams	\$
3	CBD with Diff (Complete Blood Count)	\$
4	CMP (Comprehensive Metabolic)	\$
5	Coordinate/Bill Worker Compensation Claims	\$
6	DOT/CDL Physical Exams	\$
7	DOT/Non-DOT Drug and Alcohol Screens	\$
8	AZPOST Drug/Alcohol Screens	\$
9	EKG	\$
10	Employee Assistance Program referral	\$
11	Flu Shots	\$
12	Functional Movement Test (Fire/Police) Included in the Fire physicals	\$
13	Immunizations & Injections	\$
14	Initial Fracture Care	\$
15	IV Hydration	\$
16	Lab Draws/Testing (CLIA)	\$
17	Lift Test	\$
18	Occupational Therapy	\$
19	On-call Services for Post-Exposure Prophylaxis (PEP)	\$
20	Evaluation and treatment of first aide injury	\$
21	Evaluation and treatment of initial workers' comp injury	\$
22	Follow up treatment of workers' comp injury	\$
23	Pharmacy	\$
24	Physical Therapy	\$
25	PPD (TB Skin Test)	\$

Company Name _____



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<u>ITEM</u>	<u>DESCRIPTION OF SERVICE</u>	<u>COST</u>
26	Pre-employment Physicals	\$
27	Prostate Exams	\$
28	Auditory Function Tests	\$
29	Vision Tests	\$
30	Public Safety Physicals (Police & Fire)	\$
31	Pulmonary Function Tests	\$
32	Radiology (administer in-house, send out for reading)	\$
33	Randomizing of Drug & Alcohol Screens	\$
34	Routine Hearing Services (CDL Requirements)	\$
35	Routine Vision Services (CDL Requirements)	\$
36	Sick Visits	\$
37	Spirometry (lung function) (Fire/Police)	\$
38	Stress Tests	\$
39	Surgical Procedures (Minor: Sutures, etc.)	\$
40	Urinalysis (for CDL, Random, Etc.)	\$
41	Walk-In Services: Non-worker's comp	\$
42	Feel free to list additional services we have left out.	\$
43	If you have a Lab contract please provide the Lab testing capabilities. List associated pricing , by CPT code, in your Cost Proposal.	\$
44	Please describe your quality assurance program or process.	\$
45	Would you be willing to offer a discount for annual public safety physicals to the Glendale Regional Public Safety Training Center partners? If so, please include the discounted price. (Partners: Avondale Fire, Peoria Fire, Surprise Fire, Glendale Fire/PD, MCCCCD)	\$

6.3 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES NO

If your answer is NO, please state terms offered: _____

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

Company Name _____



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7.0

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized under the laws of the State of _____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of _____ Dollars (\$ _____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20____, whereby Principal agreed to _____

_____ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this _____ day of _____, 20____.


"Principal"

By: _____

Its: _____

"Surety"

By: _____


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8.0

EXHIBIT A
Occupational Health Medical Services
EQUIPMENT

The City will provide and maintain the following equipment:

Type of Equipment	COG inventory ID	Serial number	Location
Copier	COG16559	TND03424	GRPSTC - HC24
X-Ray machine	COG25531	170-11893	GRPSTC - HC7
Pulmonary machine	COG23788	AJS01277	GRPSTC - HC15
Hearing test machine	COG23779	BC 181 559	GRPSTC - HC6
Treadmill 1	COG23780	Q5005279	GRPSTC - HC4
Treadmill 2	COG23781	Q5005278	GRPSTC - HC5
Vision tester 1		815600299	GRPSTC - HC17
Scale 1		4020057900	GRPSTC - HC18
Scale 2		4020057905	GRPSTC - HC19
Microwave		801TAXT02098	GRPSTC - HC32
Refrigerator 1		DR312701	GRPSTC - HC13
Refrigerator 2		AR312536	GRPSTC - HC32

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9.0

EXHIBIT B

Urgent Care and Occupational Health Medical Services
STAFFING

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor may provide staffing as follows:

- a. At least one of the positions, physician/medical director or physician assistant, shall be full time; i.e., full time physician/medical director and part time physician assistant or part time physician/medical director and full time physician assistant.
- b. A pool of no more than four (4) physicians will be assigned to provide coverage for peak work time or relief time, as needed and dictated by work flow. Contractor will seek to provide physicians with a current affiliation with a Level 1 Trauma Facility and access to toxicology referral within one (1) hour of request.
- c. **PHYSICIAN: MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)**
 - a. A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:
 - 1) Director will act as the liaison between the contracted clinical staff the Health Center Deputy Chief and Glendale Human Resources and Risk Management. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations; will implement ongoing wellness programs for fire department personnel and City employees; will evaluate industrial injuries, and will serve as the Certified Medical Review Officer (MRO) for the City’s drug and alcohol testing program.
 - 2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST.
 - 3) Responsible for performing all elements of City’s physicals, pre-employment physicals for City employees and potential employees in “non-safety” sensitive positions and in compliance with DOT and FMCSA.
 - 4) Will perform consultations for City employees and potential employees with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.

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- 5) Will interface with City employees and their primary care physicians to assure proper health care.
- 6) Will develop, update and revise procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.
- 7) Will participate in research projects regarding public safety and city of Glendale employee health and fitness.
- 8) Will prepare and present educational materials to public safety and city of Glendale employees for training relating to health and wellness.

b. Minimum Qualifications:

Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification. Must demonstrate substantial experience in the following areas: internal medicine, cardiovascular disease, medical toxicology, and occupational medicine. Must be familiar with and have experience working within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST and OSHA regulations, as well as DOT Drug and Alcohol collection and testing and Industrial Commission of Arizona Rules.

d. PHYSICIAN ASSISTANT - FULL OR PART TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will perform baseline physicals; evaluate, treat and follow up on industrial injuries and infectious and hazardous exposures.
- 2) Will support and implement on-going wellness program for fire department personnel and city of Glendale employees.
- 3) Will evaluate lab assessments and stress treadmill to assess fitness for duty for fire fighters in accordance with NFPA 1582.
- 4) Will perform pre-employment physicals for City employees and potential employees.
- 5) Will perform DOT/FMCSA exams and interface with city employees and their primary care physician to assure proper health care.
- 6) Will perform Drug and Alcohol testing for city employees and potential employees in accordance with DOT/FTA and FMCSA.
- 7) Will interface with fire fighters, police officers, and City employees and their primary care physician to assure proper health care.
- 8) Will develop, revise and update health care, policy, and other procedures at the Health Center, as needed.



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- 9) Will participate in research projects in public safety and city of Glendale employees health and wellness.
- 10) Will prepare materials a necessary to assist in the health care and fitness training of public safety and city of Glendale employees.

b. Minimum Qualifications.

Must be nationally certified through the NCCPA, hold a current Arizona license, have an established DEA number, and be ACLS certified. Must demonstrate substantial experience in the following areas: family practice, occupational medicine, preventive medicine, or sports medicine. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZ POST, OSHA Regulations, and DOT/FTA and FMCSA regulations and Industrial Commission of Arizona Rules.


5. CLINICAL MANAGER/REGISTERED NURSE - FULL TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will assist with preparation of charts and management of the flow of patients.
- 2) Will perform back office evaluations, vision, pulmonary function, hearing, and body composition examinations.
- 3) Will perform first aid physicals, evaluate, treat and follow up on industrial injuries
- 4) Will perform phlebotomy and administer medications as needed.
- 5) Will perform resting 12-lead EKS's and stress tests.
- 6) Will assist with infectious exposure consults and follow-ups.
- 7) Will transcribe back office evaluations onto medical records.
- 8) Will assist physicians with data collection for studies.
- 9) Will assistant physicians with treatment of medical patients.
- 10) Will assist with maintenance and stocking of medications and medical supply inventory.

b. Minimum Qualifications.

Registered nurse in the state of Arizona with experience in occupational medicine, orthopedics and infectious disease. Must be ACLS certified, having two years experience in treadmill testing, immunizations and schedules. Must be familiar

 <p>GLENDALÉ</p>	<p align="center">SOLICITATION NUMBER: RFP 14-07</p> <p align="center">MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER</p>	<p align="center">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZPOST, OSHA Regulations, and DOT/FTA and FMCSA Regulations and Industrial Commission of Arizona Rules.

6. CERTIFIED RADIOLOGY TECHNICIAN (CRT) - FULL TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will conduct on-site x-rays for annual physicals, urgent care and industrial injuries.
- 2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- 3) Will be accountable for the ethical, legal and professional responsibilities related to radiology practice and patient confidentiality.
- 4) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.
- 5) Will prepare and maintain accurate documentation.


b. **Minimum Qualifications.**

Must be Board Certified in Arizona with a certification, or diploma, from an approved/accredited school of Radiology Program with a minimum of two year's experience.

7. MEDICAL ASSISTANT – FULL TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- 2) Will be accountable for the ethical, legal and professional responsibilities related to patient confidentiality.
- 3) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.
- 4) Will prepare and maintain accurate documentation.
- 5) May be responsible for scheduling public safety physicals.

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b. Minimum Qualifications.

Must have successfully completed a Medical Assistant Program through an accredited Institution with a minimum of two years' experience.

The Medical Assistant could fulfill the role of the receptionist/scheduler. See responsibilities below.

8. RECEPTIONIST/SCHEDULER - FULL OR PART TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will be responsible for patient's medical and immunization record data entry.
- 2) Will answer telephones.
- 3) Will maintain sign-in log for both medical and industrial patients.
- 4) Will record all patients' visits in the computer.
- 5) Will prepare computerized medical charge sheets.
- 6) Will perform light typing for chart preparation.
- 7) Will verify appointments and prepare charts for physical examines.
- 8) Will assist patients with industrial paperwork
- 9) Will provide via fax industrial injury medical notes and work status information to Human Resources and Risk Management following all industrial visits.
- 10) Will provide via fax a copy of CDL Medical Certification cards to Human Resources and Risk Management.

b. Minimum Qualifications.

Must have a minimum of one year of experience working in a medical office. Ability to type 30 wpm, basic computer skills, ability to handle up to three incoming phone lines and pleasant communications over the telephone. Must have medical back office skills and experience, and the ability to interact professionally with City personnel and medical personnel.



A Letter From the President

On behalf of Strength Training, Inc (STI) we would like to thank you for the opportunity to present this proposal to provide medical occupational health Services Glendale Health Center. We are pleased that our proposal not only meets the minimum requirements you have set but far exceeds them.

We believe that our true success is not demonstrated through the business of health care but rather in our philosophy of service. Our core values are rooted in providing patients with absolute honesty, integrity, care, kindness, respect, and willingness to help in all capacities of their care.

Through our collaborative partnership and alliance with Urgent Care Extra, we are confident that we meet and exceed the standards and requirements outlined in the request for proposal through not only our aligned business processes but our compatible core philosophies which is based on four words - *In Service of Others*. By way of this alliance, STI-Urgent Care Extra is able to offer the Glendale employees and others with convenient onsite occupational health services and off site urgent care, medical and physical therapy locations convenient to where they may live and work throughout the area.

STI has a long history of providing health, medical and rehabilitative care to the people of Arizona. We started over 30 years ago with the City of Phoenix Fire Department helping them establish one of the country's best and most respected industrial medical programs. Since we have expanded our work to include many other valley fire departments and large employers like the City of Phoenix, State of Arizona and Rural Metro Corporation to name a few. I am confident no one can offer the combined level of experience our group does with public safety officials.

We were involved in the early stages and planning of the Glendale Health Center in 2008-2009. And, we have been proudly leading and managing the Center since. My hope and belief is that we will continue in this role – *In Service of Others*.


In closing we want to express our thanks, appreciation, and gratitude for your time and consideration of our efforts in the development and presentation of this proposal.

Respectfully,

James L. Maher
President
Strength Training, Inc.


CORPORATE

17233 N. Holmes Blvd., Suite 1650 – Phoenix, AZ 85053 – 602-547-1847 – Fax 602-547-0809

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5.0 OFFER SHEET

5.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

 <hr/> Authorized Signature James Maher <hr/> Printed Name President <hr/> Title 602-547-1836 <hr/> Telephone Number j.maher@stirehab.com <hr/> Authorized Signature Email Address	Strength Training Inc DBA STI Therapy Division <hr/> Company's Legal Name 17233 N Holmes Blvd Suite 1650 <hr/> Address Phoenix, AZ 85053-2030 <hr/> City, State & Zip Code 602-547-2806 <hr/> FAX Number 5/19/14 <hr/> Date
--	--

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


Mark Hyland	602-547-1836	602-547-0508
<hr/> Contact Name	<hr/> Phone Number	<hr/> Fax Number
m.hyland@stirehab.com		
<hr/> Email Address		

FEDERAL TAXPAYER ID NUMBER: 860574338

Arizona Sales Tax No. N/A Tax Rate _____

Offeror certifies it is a: Proprietorship ___ Partnership ___ Corporation X

Minority or woman owned business: Yes ___ No X

 <p>GLENDALE</p>	<p>SOLICITATION NUMBER: RFP 14-07</p> <p>MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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6.1

PRICE SHEET

6.2 **SERVICE FEE**

ITEM	DESCRIPTION OF SERVICE	COST
1	Appointments Scheduling: Same Day	No Charge
2	Annual Physical Exams	See Attached
3	CBD with Diff (Complete Blood Count)	\$ 14.00
4	CMP (Comprehensive Metabolic)	\$ 10.00
5	Coordinate/Bill Worker Compensation Claims	No Charge
6	DOT/CDL Physical Exams	\$ 45.00
7	DOT/Non-DOT Drug and Alcohol Screens	\$ 35.00
8	AZPOST Drug/Alcohol Screens	\$ 35.00
9	EKG	\$ 50.00
10	Employee Assistance Program referral	No Charge
11	Flu Shots	\$ 25.00
12	Functional Movement Test (Fire/Police) Included in the Fire physicals	\$ 100.00
13	Immunizations & Injections	See Attached
14	Initial Fracture Care	20% off ICA fee
15	IV Hydration	20% off ICA fee
16	Lab Draws/Testing (CLIA)	\$ 15.00
17	Lift Test	\$ 70.00
18	Occupational Therapy	20% off ICA fee
19	On-call Services for Post-Exposure Prophylaxis (PEP)	\$ 50.00 per Call
20	Evaluation and treatment of first aide injury	\$ 25.00
21	Evaluation and treatment of initial workers' comp injury	20% off ICA fee
22	Follow up treatment of workers' comp injury	20% off ICA fee
23	Pharmacy	N/A
24	Physical Therapy	20% off ICA fee
25	PPD (TB Skin Test)	\$ 15.00

Company Name STI

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ITEM	DESCRIPTION OF SERVICE	COST
26	Pre-employment Physicals	See Attached
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28	Auditory Function Tests	\$ 25.00
29	Vision Tests	\$ 10.00
30	Public Safety Physicals (Police & Fire)	See Attached
31	Pulmonary Function Tests	\$ 55.00
32	Radiology (administer in-house, send out for reading)	20% off ICA fee
33	Randomizing of Drug & Alcohol Screens	\$ 50.00
34	Routine Hearing Services (CDL Requirements)	\$ 20.00
35	Routine Vision Services (CDL Requirements)	\$ 15.00
36	Sick Visits	Copay/Coins
37	Spirometry (lung function) (Fire/Police)	\$ 55.00
38	Stress Tests	\$ 150.00
39	Surgical Procedures (Minor: Sutures, etc.)	20% off ICA fee
40	Urinalysis (for CDL, Random, Etc.)	\$ 10.00
41	Walk-In Services: Non-worker's comp	Copay/Coins
42	Feel free to list additional services we have left out.	See Proposal
43	If you have a Lab contract please provide the Lab testing capabilities. List associated pricing, by CPT code, in your Cost Proposal.	Contracted out @ negotiated
44	Please describe your quality assurance program or process.	See Proposal
45	Would you be willing to offer a discount for annual public safety physicals to the Glendale Regional Public Safety Training Center partners? If so, please include the discounted price. (Partners: Avondale Fire, Peoria Fire, Surprise Fire, Glendale Fire/PD, MCCCDD)	20% \$ 575.00

6.3 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES NO

If your answer is NO, please state terms offered: _____

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

Company Name STI

RFP 14-07 Price Sheet Addendum

Physicals

Fire Fighter	\$575
Police-AZ Post baseline	\$360
Police-AZ Post annual	\$280
Police-EOD (new & existing)	\$430
Police-Reserve	\$400
Police-Existing SWAT	\$270
Police-New SWAT	\$430
EMS-NonSworn	\$350
No Show Physical	\$80

Immunizations

Hep A	\$54.00
Hep B	\$51.00
MMR	\$55.00
Tdap	\$40.00
Varicella	\$70.00
Td	\$25.00
Hearing Conservation with audiogram	\$28.00
Review of Respiratory Questionnaire	\$10.00



SOLICITATION ADDENDUM

Solicitation Number: RFP 14-07 Addendum #1 Page 1 of 1

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

REVISED: Solicitation Due Date: May 21, 2014 2:00 P.M. (Local Time)

MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER

The solicitation due date has been revised from May 8, 2014 to May 21, 2014, 2:00 p.m., local time.

The balance of the specifications and instructions remain the same. The Offeror must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the proposal submittal.

Name of Company:

STI

Address:

17233 N. Holmes Blvd., Ste 1650, Phoenix, AZ

Authorized Signature:

M. E. [Signature]

Print Name and Title:

Clinical Director



&



Response to Request for Proposal to provide:

**City of Glendale
Materials Management
5850 West Glendale Ave., suite 317
Glendale, Arizona 85301**

**MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH
CENTER
SOLICITATION NUMBER: RFP 14-07**

May 20, 2014

**Jim Maher
STI Rehab**

**Dr. Kevin Ladin
Urgent Care Extra**

**Dr. Robert Levitin
Medical Director**



City of Glendale Wellness Clinic Executive Summary

STI Physical Therapy & Rehabilitation appreciates the opportunity to provide this Proposal for Medical/Occupational Health Services at the Glendale Health Center, which operates out of the Glendale Regional Public Safety Training Center. STI has more than 50 combined years of established trust in meeting the workforce health needs of major corporations and government agencies. Strength Training is highly qualified and well positioned to provide the services requested. STI has associated with Urgent Care Extra for this proposal to expand the offering to include their locations as additional healthcare service sites. This response contains customized recommendations and suggestions specific to your business needs and requested services.

Strength Training & Urgent Care Extra are proven experts in proactive injury/illness prevention initiatives and cost-effective programs.

The **Mission** is to serve the community with high quality cost-effective occupational health, urgent care, and rehab services to enhance employee health and reduce your financial exposure to work-related injury claims.

The **Vision** is to effectively and efficiently meet health care needs provided by compassionate and quality driven experts

The **Culture** creates an environment that exemplifies commitment to the best quality patient outcomes.

This proposal identifies a customized solution for the City of Glendale Health Clinic to provide evaluations and services that improve the health of your employees and protect your communities.

STI's top priority is to provide the highest quality product offering based on service and quality performance. STI's representatives are available to meet with you to review our proposal, answer questions, and to discuss how the services described can be implemented in an efficient and cost-effective manner.



Vendor Response:

OVERVIEW

STI and their associated partner Urgent Care Extra can provide personalized occupational health care services at the Glendale Health Center and throughout their combined network of 51 clinic locations (Attachment A provides all clinic locations). The Associated Group delivers primary and rehabilitative care, including diagnosis, treatment, and management of work-related illnesses. They are experts in proactive injury/illness prevention initiatives and cost-effective programs. The Associated Group is able to also provide a full complement of non-injury, employment-related health services, including physical examinations, pre-employment physical exams, substance abuse testing, job-specific return-to-work evaluations, employee wellness, functional capacity evaluations, injury specific rehabilitation programs, and other related services.

The associated group is able to also provide Urgent Care Services in fourteen valley locations, including three in the city of Glendale. They are experienced in all areas related to OSHA regulations, NFPA Standards, DOT physicals and POST guidelines. The affiliation with Urgent Care Extra enhances employees, family members and associated member agencies with easy and convenient access to urgent care and occupational health services. This affiliation extends the reach of the Health Center and will assist the City to minimize lost time and productivity from work duties.

As an experienced provider of employee health services, we are able to offer a full array of treatment options and solutions that enhance the health of your employees as well as ensure their recovery. We offer the ability to provide statistical information that identifies trends and potential predictions of employee health issues. We ensure that through our system efficiencies, we are focusing on reducing your healthcare costs while providing the best treatment with the best outcomes.

STI is the incumbent and has been responsible for the management of the Health Center since its inception in 2009. STI offers an innovative solution to resolve the issues of inadequate health care coverage in the area of employee health and urgent care services for the Glendale employees and families. STI offers the experience of over 40 years of providing Occupational Health services with the association of extensive coverage and knowledge of providing Urgent Care services. This affiliation offers to transform your services into a more efficient management and utilization of your health care dollar.



STI rehab was established in 1987 and currently provides rehab and preventative health services to the City of Phoenix (awarded by competitive bid), State of Arizona, Rural Metro Corporation, City of Tempe, City of Glendale Fire Department, multiple school systems throughout the valley and thousands of injured workers.

STI employs 100 people statewide in 10 clinic locations. And, offers an extended network of 150 plus physical therapy and rehabilitation clinics throughout the state. STI has been the leader in medical rehabilitation, fitness, wellness and health services for firefighters and first responder personnel 1981. Our excellent reputation with valley fire and police departments is longstanding. We often are approached by outside agencies and providers requesting information and education. The fact is, there is no local provider who can match the level of experience and knowledge that the STI group has with public safety personnel. This familiarity with fire and police personnel cannot and should not be understated since the Glendale Health Center primarily serves this population.

Though occupational and urgent care medicine are newer service lines for STI we are no less capable. Under our leadership, management and partnership with Glendale Fire, the City and Scottsdale Healthcare the Health Center has grown to be a successful venture. If awarded this contract we expect to continue our work and expand the reach of the Health Center even further.

Urgent Care Extra was established in 2003 and currently provides urgent care, including occupational injury care and examinations, in 41 locations in multiple states. It employs 200 throughout the valley with three Glendale locations.

The Affiliated Group is led by the following individuals who will assume key roles in the servicing of this contract (CV's Attached):

STI Rehab's President and Owner is **Jim Maher**. Jim is a former Glendale fire fighter who opened the first STI clinic in 1981. Jim has over 30 years in working with injury prevention, rehab and wellness programs. He is an Arizona native and is well respected within the Arizona work comp community. Jim was instrumental in the opening of the City of Phoenix Fire Health Center. More recently Jim was instrumental in the start-up, implementation and management of the Glendale Health Center and has maintained his involvement.

STI's Occupational Health Medical Director is **Robert Levitin, MD**. He is Board Certified in Occupational Health with a long history of providing medical surveillance physicals, injury care, and preventative medicine for area employers.

STI Rehab's **Mark D. Hyland, OTR/L, CHT** has been the Clinical Director since 1994. Mark is a licensed occupational therapist, certified hand therapist and Diplomate of



the American Board of Disability Analysts. Mark has lead the clinics growth in quality and expertise while serving as a consultant for multiple companies in the area of injury prevention and education, utilization and quality occupational rehabilitation services. In 1994/95 he designed the firefighter specific functional evaluation used to this day to help determine work fit status of injured firefighters.

Kevin Ladin, MD is board certified in physical medicine and rehabilitation and pain management. He has been a long time and well-respected physician in the local workers compensation community. Dr. Ladin is the Medical Director for occupational health and medicine service for Urgent Care Extra. Adding the specialty of physical medicine and rehabilitation enhances the services already being provided at the Health Center and makes them quite unique.

STI will administer all testing according to NFPA 1582, OSHA and P.O.S.T. standards. We have written protocols for each OSHA standard including the testing (surveillance examinations, pulmonary function, audiometric and laboratory). We will follow the testing requirements set forth by the city. We also ensure that all personnel have the appropriate certifications to perform all testing, including audio, pulmonary function and stress testing.

In addition, STI personnel are well familiar with the *Fire Service Joint Labor Management Wellness/Fitness Initiative*. They will use the Initiative as a guide to providing and implementing the health and wellness services of the Center.

AMINISTRATION OF CONTRACT

STI will ensure that comprehensive occupational health, wellness and urgent care services will continue to be made available at the Glendale Health clinic and the Urgent Care Extra sites.

We agree to all Contract Goals as dictated by the Request for Proposal #RFP 14-07, including but not limited to Insurance requirements, Billing notices, Safety standards, Surety Bond, facility licensing and accreditation, etc..

If awarded the contract, STI intends to meet with designated City of Glendale representatives to review the testing protocols and examination components. STI will enter the components into our database whereas all protocols will be available to STI providers. Included in the protocol development are service costs, communication of results, and billing information. Completed ICA form 102 will be submitted to the Risk Management Department immediately following treatment.



Just as has been occurring currently, STI will provide detailed invoices for non-injury care. Injury care is billed according to the ICA fee schedule and a 20% discount is taken at time of payment. All billing is generated on a daily basis. In the event that a billing issue should arise, the issue will be addressed immediately and re-billing will occur if indicated.

STI has identified Mark Hyland as the project manager for this offering. Mark Hyland is the Clinical Director of STI. Mark has over twenty years of experience in the management of occupational health and safety programs. He has been with STI since 1994. He has overseen the growth of the clinics and the quality programming. Mark was the architect of the Department of Corrections and City of Phoenix Housing Departments injury prevention and onsite exercise programs.

* STI shall report any changes in key personnel in writing to the Contract Administrator within ten working days of change. Key personnel are defined as doctors, physician's assistance, nurse practitioners, care coordinators, and/or assigned account representatives to the City of Glendale.

SERVICE TECHNICAL SPECIFICATIONS AND REQUIREMENTS

STI understands that the City desires the successful bidder to:

- 1.1 STI will provide a sealed proposal to provide medical/occupational health services at the Glendale health Center. Through the agreement with Urgent Care extra, additional sites for occupational health care can also be utilized. Per the RFP section 2.7 this will improve access for employees lessening time of from work.
- 1.2 STI will coordinate with all other public safety agencies to coordinate and schedule needed medical services.
- 1.3 STI will provide occupational health injury and illnesses services to the City of Glendale at the Glendale Regionals Safety Center as well as through the additional Urgent Care Extra locations. The list of all locations is attached, there are three Urgent Care locations in the West Valley, Glendale area. All locations will efficiently provide first aid, initial visits for industrial injuries and follow-ups, and when necessary referrals to specialists.
- 1.4 &
- 1.5 STI and Urgent Care Extra will efficiently provide all required medical services at the Health Center that will include the provision of medical staffing; physicians, nurses, physician assistants, physical/occupational therapists and technicians that will provide DOT, AZ POST, drug and alcohol screening, hearing and vision testing, CDL, pre-employment physical exams



- 1.6
- 1.7 in accordance with OSHA Regulations, annual physical health, respiratory protection, and other medical evaluations for City employees and firefighters.
- 1.8
- 1.9 All Firefighters physicals will be done in compliance with NFPA guidelines. STI has great expertise in the areas of rehabilitation, health, functional movement screening and fitness. They will use their knowledge and experience to provide all needed interventions and education.
- 1.10 STI through their association with Urgent Care Extra is fully able to provide Urgent Care services at the Glendale clinic site as well as the additional locations. The association with the Urgent Care clinics can greatly reduce the costs associated with emergency room usage. Urgent Care Extra services are at an average of \$100 per visit versus the \$1000 a visit for Emergency Room services. Urgent Care Extra clinics are open 7 days a week for 14 hours per day.
- 1.11 STI will provide all fire fighter physicals in the efficient manner that allows minimal disruption to on-duty members. Fire fighter physicals will continue to be scheduled Tuesdays through Thursdays.
- 1.12 &
- 1.13 STI will provide evaluation and treatment of industrial injuries for all Glendale employees as well as fire agencies. They will treat patients and provide referrals when appropriate. STI will work closely with City of Glendale Human Resources & Risk management as they oversee the Industrial Injury Program.
- 1.14 STI & Urgent Care Extra are members of the BCBSAZ network. They agree to enter into and maintain an agreement with whomever the city of Glendale deems as their healthcare network provider.
- 1.15 STI will provide the staffing of two part-time doctors (one serving as director), one full-time physician's assistant, one full-time registered nurse, one full-time certified radiology technician, one medical assistant and patient care manager. STI will add additional staffing as workload dictates.
- 1.16 STI will maintain the hours as Monday-Friday from 7:30 am to 5:00 pm.
- 1.17 STI can accurately utilize all equipment provided and will utilize their contracted lab for analysis and x-ray sent to an outside radiologist.
- 1.18 STI can support the Glendale Health Center workload as well as provide for additional urgent care needs at the Urgent Care Extra Sites.



2.0 Scope of Services by Contractor

2.1 - 2.9

STI is able to provide medical services and exams for firefighter, police, police special units, non-sworn EMS personnel, retirees, new employee physicals and CDL/DOT exams in a timely and efficient manner. STI and Urgent Care

Extra will work in close relationship with the City and any other contractors to be sure all timelines and specifications of this contract are met.

Dr. Levitin, STI Medical Director, has over 30 years' experience in occupational health medicine. He is a certified occupational medicine physician, and a MRO. He can ensure that all Medical Exams, drug & alcohol screening, hearing conversation, DOT testing and post exposure prophylaxis meet all necessary standards.

STI has been providing occupational rehabilitation along with Functional Capacity Evaluation's since 1993. They have the capabilities to work with each agency to meet all job related requirements for functional and performance based testing.

Through the association with Urgent Care Extra, STI will be able to provide both urgent care walk in services and preventative services on-site and in multiple additional locations. STI will provide a 24 hour hotline for exposed city of Glendale personnel and well as act as the Infectious Control officer to manage current and future public safety entities.

STI will work closely with other City contractors including the HFFD personnel. STI recognizes the importance of these collaborations to the overall success of the Center and the members it will serve.

All staffing & scheduling requirements will be met as previously discussed.

2.10.1 - 2.10.1.8 Contractor Qualifications

STI, as well as Dr. Levitin and Ladin have more than 50 years' of combined experience in planning, implementing and managing employer-sponsored health & wellness clinics. These clinics have included local on-site clinics for clients with more than 2500+ lives.



STI & Dr. Levitin were both instrumental in the initial development of the Glendale Health Center. STI has continued its involvement in its management and providing of services. They have had experience with providing occupational health programs for police and fire sworn employees since the 1981. As mentioned previously in this proposal, STI is well familiar with the IAFF/IAFC Wellness Fitness Initiative and will use this document for establishing its guidelines and polices.

STI has long had relationships with government agencies. These associations have been both informal and through a competitive bidding process. Our long time relationship with the State of Arizona, City of Phoenix, Glendale and Tempe are some good examples. And, we have a long history of proudly serving valley fire departments and firefighters for over 30 years.

The group has an established working knowledge of all required DOT physical components and standards. In addition, STI and Dr. Levitin have extensive experience with OSHA regulations & the Industrial Commission of Arizona policies and procedures.

2.10.2 Other Requirements

STI & Urgent Care Extra will follow all additional requirements. A nurse will be assigned to triage all worker's compensation injuries. As well as ensuring that a MD or DO is involved in the 3rd occupational injury visit. The public safety physicals will be conducted as previously discussed. All required employee documentation will be provided by the end of each business day to Glendale Human Resources and Risk management.

STI has and will continue to provide care coordination services to the Centers clients and patients. An important duty in this role is to quickly and efficiently assist in getting specialist appointments within 24-48 hours. In fact, when STI's specialty referral network is utilized appointments can sometimes be scheduled on the same day. STI believes in the early, aggressive correct care model when managing industrial injuries. The evidence is clear this approach is effective at reducing injury costs and costs associated with lost time.

STI is in full agreement that a regular meeting is essential to the smooth running of the clinic operations.



2.11 Billing and Payments

STI & Urgent Care Extra will follow all billing requirements. They will provide all needed subcontractors, as well as disposable supplies. STI has been providing all accounting, managing of billing for services at the clinic to date and can efficiently continue. All services will be billed at agreed prices.

2.12 Electronic Medical Records/Computer Systems

STI will provide all needed computers and establish a secure network connection. STI will ensure that the EMR will provide all needed reports, documents, and statistical information as required by the City of Glendale.

2.13 Facilities Use

STI will be responsible for any damage to the Health Center facilities and equipment damaged by STI employees, guests, or agents. STI will purchase any needed equipment not provided to ensure that all required components of care are completed. STI will work cooperatively with the

City of Glendale and Fire officials to provide access to the facility by authorized personnel.

STI will follow all required access and security components to the Glendale Health Center and agrees to be responsible to provide competent personnel to service this contract.

2.14 Facility Lease

STI will pay the monthly lease of \$7500 per month.

6.0 Quality Program

To ensure quality STI has an established program that ensures that policies and procedures are followed and outcomes match expectations.

All personnel are trained in the outlined policies and held accountable to their adherence. Medical Records are reviewed by the Medical Director for quality



outcomes. All documentation by a Physician Assistant is reviewed and co-signed by the overseeing physician.

Quality Management Process

A plan is established, documented, and implemented for an ongoing quality management program that, at a minimum, includes:

- a. A method to identify, document, and evaluate incidents;
- b. A method to collect data to evaluate services provided to patients;
- c. A method to evaluate the data collected to identify a concern about the delivery of services related to patient care;
- d. A method to make changes or take action as a result of the identification of a concern about the delivery of services related to patient care.

STI also provides for each contracted client a care coordinator that tracks and monitor all cases for quality. Cases in question get referred to our peer review service, medical director and clinical manager when care extends beyond what would normally be expected. The medical criteria triggering review usually depend upon the type of injury, diagnosis, occupational physical demands of the work and surgical status to name a few.

Health Center staff will be continuously evaluated to ensure the highest level of service and efficiency is being offered to its clients.

STI looks forward to answering any questions related to this proposal, their experience, or their management of the Glendale clinic.

STI Principal Contact:
Mark Hyland
Clinical Director
m.hyland@stirehab.com
(602) 349-2547

CITY OF GLENDALE WELLNESS CLINIC VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus		
1	Provide the length of time your firm has been in business providing the same services as proposed.	STI has been in business as a local premier medical rehabilitation company since 1987. In 2009, we expanded our services to include management of occupational health and wellness services.
2	What are the primary services offered by your organization?	Physical, occupational, hand therapies, fitness, wellness, occupational rehab, occupational medicine.
3	How many existing on-site clinics do you currently operate? Describe how many days/weeks they have each been operational.	Two. The GRPSTC Occupational Health and Wellness Clinic. It has been operational since 2009, 5 days a week. And, STI has an onsite therapy clinic located onsite at the Phoenix Fire Dept. Health Center.
a	What is the average tenure of your on-site clinic clients?	Both clinics are ongoing for 3 plus years.
b	How many of these clinics service local (City, County, or State) governmental entities?	Two. As described in item #3.
c	How many of these clinics are located within the State of Arizona? Where?	One. The GRPSTC Occupational Health and Wellness Clinic.
4	Do you provide all services internally or are any services sub-contracted? If sub-contracted explain details.	internally. The only services that will be subcontracted will be for radiologist, lab, cardiologist, and orthopedic specialists.
5	Include your company's most recent Financial Report with your proposal.	see attached
6	Who is legally at risk for all liability issues?	STI
7	Provide details as well as outcome of all Malpractice claims/lawsuits against your company in the last 5 years.	No malpractice claims or lawsuits.
8	Describe the types of complaints your organization has received in the past five (5) years.	We rarely receive service related complaints. However, when we do it usually is a misunderstanding of some sort. A review is completed by management to see how we can learn and improve.
9	Describe any accreditations held that are specific to your programs.	The clinic will be licensed and accredited through the AZ Dept. of Health Services.
10	Provide three (3) current client references.	see attached proposal
11	Provide any other information that the Proposer believes would be helpful to the City in the evaluation of the Proposer's ability to provide the services in this RFP.	STI has formed a strategic alliance with Urgent Care Extra. This will allow us to extend the onsite services at the Glendale Clinic to include off site urgent care and occupational med services after hours services 7 days a week. This will improve access for members and reduce costs of delivering health care due to the reduction of high cost ER usage.
B	Staff Information	

CITY OF GLENDALE WELLNESS CLINIC VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus	
1	<p>Do you currently have the appropriate staff to accommodate the Scope of Services? Please outline any deviations and/or recommendations from the Scope and explain how the staffing requirements will be met by implementation.</p> <p>Yes. We have all staff required and will add a physical or occupational therapist.</p>
2	<p>Provide the name, office location and qualifications of the person who will be managing the billing.</p> <p>GayLee Smith. She has been a dedicated and trusted employee of STI for 25 yrs. She currently offices at the Health Center and will continue if we are awarded the contract.</p>
3	<p>Describe your account management team. Who will be responsible for the account and who will be the day-to-day contact? Where will these personnel be located? Provide a brief description of their experience and years with your organization.</p> <p>GayLee Smith. She has been a dedicated and trusted employee of STI for 25 yrs. She currently offices at the Health Center and will continue if we are awarded the contract. Mark Hyland will oversee the account and will office part-time at the Health Center.</p>
4	<p>Provide and describe in detail your firm's staffing model based on the information provided. Include descriptions of all staff to be assigned to the clinic, including what degree earned, years of experience, professional association memberships and areas of speciality.</p> <p>The staffing model will be a medical model with the Medical Director taking the lead to manage and provide direction. This position will be supported by the team of professionals and paraprofessionals. The department will have corporate administrative support and day to day operations will be overseen by the Charge RN.</p>
5	<p>Provide a narrative description of the organization of the project team.</p> <p>The Glendale clinic will be overseen by a Medical Director and supported by a corporate Administrator. The Medical Director will work with the medical professionals and paraprofessional to ensure all quality and guidelines are met. The Administrator will work to ensure all partnership agreements are upheld and all needed services are provided timely and efficiently. They will work to ensure that any & all issues are quickly resolved. The Charge Nurse will report to the Medical Director and will monitor the day to day operations for quality and efficiency. All members of the team will work together to ensure quality and strong customer service are maintained and delivered.</p>
6	<p>Provide an organizational chart, specific to the personnel assigned to accomplish the work described in your offer, that illustrates the lines of authority and designates the individual responsible and accountable for the completion of each component and deliverable of the RFP. Include resumes, certifications, and qualifications.</p> <p>See attached organizational chart and resumes. All personnel will be licensed in their respective fields. All will maintain current licensure. The Medical Director is certified in Occupational & Environmental Medicine.</p>
C	Administrative

CITY OF GLENDALE WELLNESS CLINIC VENDOR QUESTIONNAIRE

1	Describe in detail the steps and schedule/timeline needed to implement the City's clinic including key goals and objectives.	<p>VENDOR NAME: STI and Urgent Care Plus</p> <p>needed components to begin operations</p> <p>Our plan in implementation can be broken into system and personnel components.</p>
3	Describe your process for scheduling and prioritizing appointments.	Scheduling will be set up so that there is open access for all employees to utilize the clinic on a walk in basis for urgent Care and Worker's Compensation needs. Adequate staffing will be provided so that on 8 Fire Fighter physicals can be scheduled each Tuesday-Thursday. Additional Staffing will be provided on those days to assist with any other physicals, walk-in, or follow-up appointments that need to occur. All staff will be trained in all areas, within their scope of practice, so that high quality and efficiency will be maintained.
5	Submit a sample of your monthly invoicing based on the program offered to the City.	see attached this section
D	Reporting and Measurement Tools	
1	Explain firm's reporting capabilities for utilization and types of visits. Attach sample standard reports.	Reports can be provided through the EMR that provide any sort of utilization that was completed. STI will utilize OHM the same EMR that is currently in place.
2	Describe your standard management reports. Please provide examples of reports that you would provide the City.	Sample reports can include aggregated data related to services provided. Examples # of visits, # of Immunizations, # of first aid, # of work comp, # of hrg tests, etc..
3	Describe your custom reporting capabilities. Please provide a recommendation and examples of reports that you would provide the City.	Specific reporting is available through the EMR that can provide aggregated data and even forecasting data as to who and when medical surveillance testing is required.
4	Are your standard management reports real time? If not, how often will reports be updated and how frequently are they made available?	yes, Weekly, monthly, or daily reports are available
5	Describe your on-line reporting capability.	OHM is a web-based system. Lab documents, x-ray reports can all be electronically sent into the system for efficiency and accuracy. There are also capabilities for table randomization for urine drug screening.
6	Describe the frequency and how employees of the clinic are evaluated for quality standards?	All Physician assistant documentation is reviewed and signed off by a supervising physician. All physical forms are reviewed by two persons prior to completion. Quality assurance measures also random review up to 20 charts per month for quality standards.
7	Describe what measures you use to review performance for Physicians, Nurses, Medical Assistants, and Clerical Staff.	Performance evaluations are completed annually for all staff.

CITY OF GLENDALE WELLNESS CLINIC VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus

8	Describe employee satisfaction measurement process and provide sample reports.	Annual employee satisfaction surveys are conducted. STI also provides an open door policy and a no-blame culture to ensure ongoing process improvement
9	How would you propose measuring the outcomes and success of the overall program?	Outcomes and success can be measured by customer satisfaction as well as established quality measures. Additional success would be measured through a noted reduction in work comp costs, off-duty days, and an increase in first aid only care. Additional success can be measured by a reduction in overall health care dollars for the city of Glendale.
10	Please describe how you would measure the cost-effectiveness of the City's Clinic.	Cost-effectiveness can be measured by a reduction in worker's compensation costs, lost time/productivity, re-injury rates and healthcare utilization costs.
11	a) What level of cost-effectiveness for the Clinic are you willing to guarantee? Describe the billing practices you plan to implement.	STI can guarantee a 1st year reduction of 10% worker's compensation costs, and up to 20% every year after. Both invoice and direct billing will be implemented
12	What performance guarantees with fees at risk would you be willing to enter into (i.e. Implementation / Satisfaction)? Please provide how performance would be measured and the amount of fees you're willing to put at risk.	STI is prepared to reduce fees by 10% for any service provided that did not meet the quality measures and was substantiated.
E	Clinical Services - Preventive Care	
1	Please describe your philosophy for providing preventative care.	STI has been a long time component of health and wellness. They have provided wellness services through fitness programs and exercise since 1981. The company strongly emphasizes the need for preventative care for not only its customers but its employees, by providing education, flu shots, and in-house wellness opportunities.
2	Please describe your Clinic model. How does it differentiate from your competitors?	STI's model is based on open communication and strong customer satisfaction. They strive to anticipate the needs of the client and always exceed expectations. They are a small company and so there is not cumbersome bureaucracy to slow down the need for change if it is needed. The owners are personally invested into only quality patient outcomes but in the community itself.
3	What services do you believe would provide the greatest return on investment?	For the City of Glendale the greatest return on investment are any services that focus on wellness and prevention. Research has and continues to show that for every dollar spent in this area the return is up to \$3.

CITY OF GLENDALE WELLNESS CLINIC VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus	
4	What is the average time your clinical providers (e.g., doctor, nurse practitioner) spend with a patient? The average amount of time spent with a patient is 30-45 minutes for examinations, 10-15 minutes for follow-up care, up to one hour for annual physicals.
5	Describe your plan for continuity of services if a member of the medical team is not available on a given time or day. There will be available back-up providers and staff as the clinic will have both full and part-time staff that can be called in as needed to cover for both sick and vacation time.
6	How do you propose that the City employee should pay for services (claims? copayment? free?). City employees would only be required to pay the co-pay for Urgent Care services if it is required by the City or the insurance company.
7	Do your physicians typically have hospital privileges? If so, where? Hospital admitting privileges but they do not see patients in the hospital
8	How will you ensure that your staff is well-versed in the City's and other clinic users health plan design and network providers? All protocols will be written and staff will be educated on those. The Care Coordinator will communicate with the staff and the city to ensure all protocols.
9	Provide a personnel roster for operation of the clinic that identifies the following for each position: STI agrees to meet or exceed the staffing as outlined in the RFP 9.0 Exhibit B.
a	Title of position see attached org chart
b	Qualifications of the position see attached resume
c	Itemize the number of estimated hours for each position identified above as well as suggested work schedule. STI agrees to meet or exceed the staffing as outlined in the RFP 9.0 Exhibit B.
10	Please indicate which of the following services you will provide and describe any limitations: Yes if patient, injured worker or client is able
a	Appointments Scheduling: Same Day
b	Annual Physical Exams
c	CBD with Diff (Complete Blood Count)
d	CMP (Comprehensive Metabolic)
e	Coordinate/Bill Worker Compensation Claims
f	DOT/CDL Physical Exams
g	DOT/Non-DOT Drug and Alcohol Screens
h	AZPOST Drug/Alcohol Screens
i	EKG
j	Employee Assistance Program referral
k	Flu Shots
l	Functional Movement Test (Fire/Police) Included in the Fire physicals
m	Immunizations & Injections

**CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE**

VENDOR NAME: STI and Urgent Care Plus

n	Initial Fracture Care	yes
o	IV Hydration	yes
p	Lab Draws/Testing (CLIA)	yes
q	Lift Test	yes
r	Occupational Therapy	yes
s	On-call Services for Post-Exposure Prophylaxis (PEP)	yes
t	Evaluation and treatment of first aide injury	yes
u	Evaluation and treatment of initial workers' comp injury	yes
v	Follow up treatment of workers' comp injury	yes
w	Pharmacy	yes
x	Physical Therapy	yes
y	PPD (TB Skin Test)	yes
z	Pre-employment Physicals	yes
aa	Prostate Exams	yes
bb	Auditory Function Tests	yes
cc	Vision Tests	yes
dd	Public Safety Physicals (Police & Fire)	yes
ee	Pulmonary Function Tests	yes
ff	Radiology (administer in-house, send out for reading)	yes
gg	Randomizing of Drug & Alcohol Screens	yes
hh	Routine Hearing Services (CDL Requirements)	yes
ii	Routine Vision Services (CDL Requirements)	yes
jj	Sick Visits	yes
kk	Spirometry (lung function) (Fire/Police)	yes
ll	Stress Tests	yes
mm	Surgical Procedures (Minor: Sutures, etc.)	yes
nn	Urinalysis (for CDL, Random, Etc.)	yes
oo	Walk-in Services: Non-worker's comp	yes
pp	Feel free to list additional services we have left out.	
11	If you have a Lab contract please provide the Lab testing capabilities. List associated pricing, by CPT code, in your Cost Proposal.	This service will be sub-contracted out. See pricing sheet.

**CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE**

VENDOR NAME: STI and Urgent Care Plus	
12	<p>Quality Management Process</p> <p>A plan is established, documented, and implemented for an ongoing quality management program that, at a minimum, includes:</p> <ul style="list-style-type: none"> a. A method to identify, document, and evaluate incidents; b. A method to collect data to evaluate services provided to patients; c. A method to evaluate the data collected to identify a concern about the delivery of services related to patient care; d. A method to make changes or take action as a result of the identification of a concern about the delivery of services related to patient care. <p>STI also provides for each contracted client a care coordinator that tracks and monitor all cases for quality. Cases in question get referred to our peer review service, medical director and clinical manager when care extends beyond what would normally be expected. The medical criteria triggering review usually depend upon the type of injury, diagnosis, occupational physical demands of the work and surgical status to name a few.</p>
13	<p>Please describe your quality assurance program or process. Would you be willing to offer a discount for annual public safety physicals to the Glendale Regional Public Safety Training Center partners? If so, please include the discounted price. (Partners: Avondale Fire, Peoria Fire, Surprise Fire, Glendale Fire/PD, MCCCD)</p>
F	Clinical Services - Occupational Health
1	<p>Please describe your philosophy for providing occupational health care.</p> <p>STI & Urgent Care plus believe that Communication with HR and Risk Management is essential to the success of any work comp program. STI & Urgent Care will provide occupational health services based on the philosophy the a worker is like an athlete. The worker should be rehabilitated to their formal level of functioning. Light duty should be implemented and the worker monitored for improvements. All ICA guidelines are adhered to.</p>

**CITY OF GLENDALE WELLNESS CLINIC
VENDOR QUESTIONNAIRE**

VENDOR NAME: STI and Urgent Care Plus

2	Describe how your organization will handle referrals to specialists.	The case coordinator is responsible for maintaining communication with Risk Management, the treating physician, and the patient. All referrals will be discussed with Risk Management and made based on evidenced based criteria. Referrals to specialist will be managed within a 24-48 hr timeline and will be managed by our care coordinator through our network of the top providers in the area.
3	Please describe your occupational health service capabilities and the types of services which can be addressed on-site and off-site.	All occupational services including worker's compensation, medical surveillance, all physical types, and all wellness programming can be completed at the Glendale clinic. All worker's compensation services, DOT physicals, immunizations, and urgent care services can be provided through Urgent Care Extra.
4	Describe your experience in providing AZ POST Police Officer examinations.	Dr. Levitin has 30 years of Occupational Health service and experience with providing all medical Surveillance
5	Describe how your organization will integrate Worker's Compensation medical services through the clinic.	As they are OCC health and Urgent Care clinics they are well versed in the operations of Worker's compensation and it is already integrated.
G	Clinical Services - Pharmacy	
1	Confirm which designated member of your staff who has the ability to write prescriptions will be on-site at all times.	Either a physician or a physician assistant will always be present during open clinic hours. Urgent Care extra will be available every day from 7 am - 7 pm who can also prescribe medication.
2	What type of pharmacy services can you provide?	Through Urgent Care Extra full pharmacy services are available.
3	Please indicate, if any, what prescriptions will be dispensed on-site.	describing, dispensing, and administering
H	HIPAA Compliance and Confidentiality	
1	Describe what practices your organization has in place to protect confidentiality of individual information when electronically transferring information pursuant to HITECH.	We are not familiar with HITECH but STI does and will abide by all rules of the Health Information Portability and Accountable Act (HIPAA).
2	Describe what steps your plan takes to ensure HIPAA compliance.	HIPAA training is required of all employees at initial orientation and annually.
3	What parties will have access to personal health information?	Only those who are providing direct service
4	Describe how confidentiality is assured and how it is communicated to the participants.	HIPAA training is required of all employees at initial orientation and annually.
5	Describe how you will secure patient charts.	In Locked file cabinets

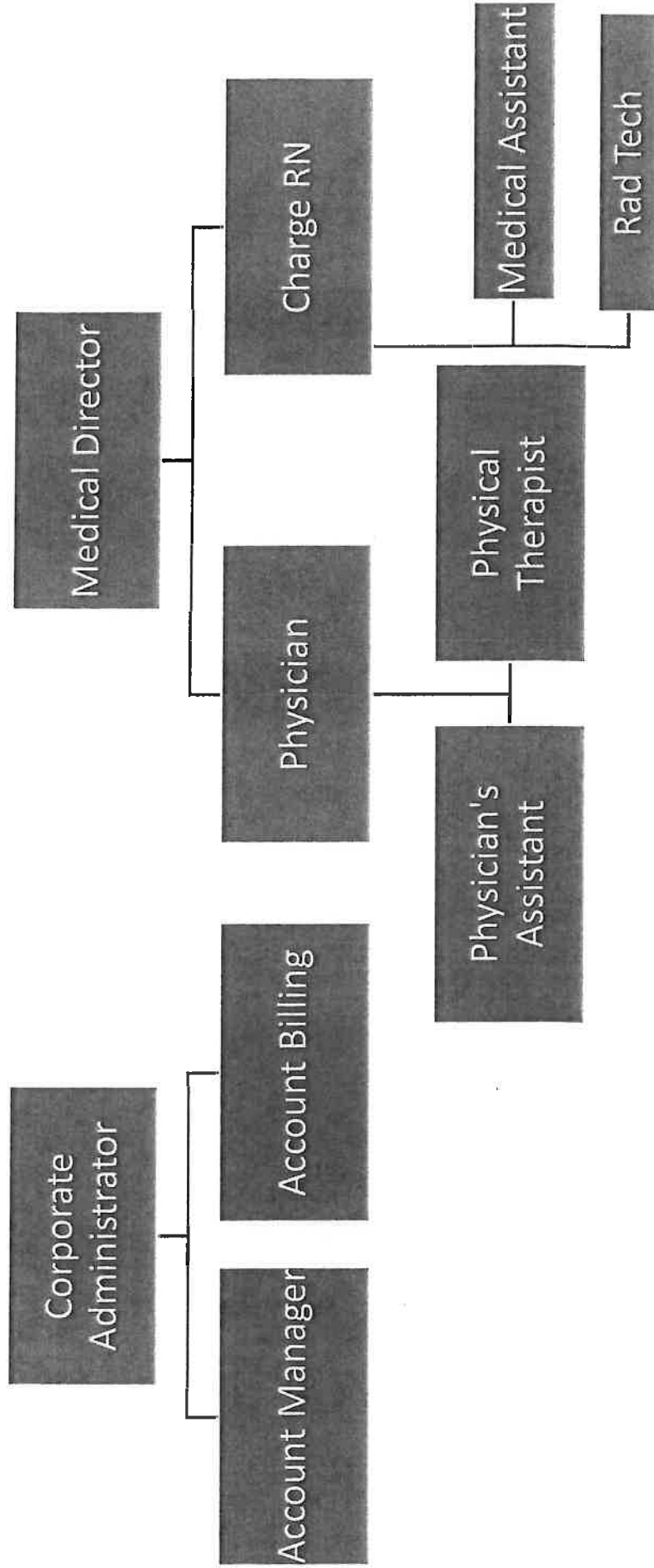
CITY OF GLENDALE WELLNESS CLINIC VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus		
6	Describe how you will secure electronic records. Describe your policy relative to sharing, selling or otherwise utilizing member usage and other member data.	All EMR is password protected
8	Indicate what electronic records will be retained by the City upon contract termination Wellness	STI does not share or sell any member utilization Medical Record information would be maintained for 20 years unless requested by written request to be passed on to another entity
1	Describe qualifications, services or other information unique to your organization in the wellness and prevention area.	Dr. Levitin is Board Certified in Health Prevention. All licensed employees will maintain all needed requirements to practice within their scope per Arizona statutes
2	Provide an executive summary of the wellness services your firm provides. All pricing for these services (per member/per month, etc...) shall be included in your Cost Proposal.	Wellness opportunities include, nutrition education, fitness, immunizations, screenings, wellness promotion, and health fairs
3	Describe any biometric Health Risk Assessment tools your organization offers. Provide any associated costs in your Cost Proposal.	This would be subcontracted
4	What assistance in on-site education will you provide as a value-added component of this agreement?	Education can be provided in nutrition, physical fitness, stress management, areas of self-care; age specific exams- prostate screening , breast exams, the need for immunizations, preventing the flu..
5	Please describe your process for maintaining and improving employee wellness.	Ongoing education, health promotion activities, and biometric measurements
6	Describe the methods you use to identify and manage high risk members.	High risk members would be identified through HRA and claims mining
7	What would your participation and contribution be to an annual health fair?	We will happily participate and contribute.
8	Can you provide participation data for the purposes of incentive administration?	This would be subcontracted
9	How would you coordinate with mobile services such as mammograms and prostate screenings?	This would be subcontracted
10	What services/vendors can you integrate? (e.g., biometric screenings, case management, disability, disease management, EAP, eligibility, fitness programs, health plan/carriers, health risk assessment, behavioral health, health and wellness programs, maternity management, utilization management, workers' compensation).	
11	How do you propose to leverage or integrate with our existing Wellness Programs?	This would be subcontracted STI can integrate though educations and assistance with screenings

CITY OF GLENDALE WELLNESS CLINIC VENDOR QUESTIONNAIRE

VENDOR NAME: STI and Urgent Care Plus	
12	<p>If possible, how frequently can you export participation files to vendor partners? Please indicate if this service is included in your standard pricing.</p> <p>This would be subcontracted</p>
13	<p>Describe any coaching programs or initiatives that would be available to participants and your criteria for participation in these programs. Provide any associated costs in your Cost Proposal.</p> <p>STI can provide coaching on physical fitness and nutrition</p>
14	<p>Will you assist in on-site education as requested?</p> <p>Yes</p>
J	<p>Infectious Disease Management</p>
1	<p>Do you currently have a 24 hour hotline that public safety personnel could utilize if they have experienced a significant exposure? If so, please provide information about the hotline.</p> <p>Yes. The number and information will be established once the contract is awarded.</p>
2	<p>Do you currently have an Infectious Disease Officer on staff?</p> <p>yes, Dr. Levitin will act as IDO</p>
3	<p>If you do not currently have an Infectious Disease Officer on staff, would you entertain the option of paying a firefighter or police officer to take on a full-time role and service any west valley agency that requests this service?</p> <p>Yes</p>
4	<p>How would you charge for this service?</p> <p>per incident of \$50</p>
K	<p>Equipment and Supplies</p>
1	<p>Describe your plan for monitoring inventory and restocking of supplies.</p> <p>An inventory list of supplies will be maintained and new supplies ordered weekly</p>
2	<p>Describe your organization's process and procedures to collect, secure and dispose of bio-hazardous materials.</p> <p>All Universal Precaution will be followed with adequate waste receptacles for bio-hazardous. There is established contracted vendor for biohazard waste company</p>
L	<p>Marketing</p>
1	<p>How do you plan to maximize participation in the Clinic?</p> <p>We intend to market a full line of occupational medicine, urgent care, rehabilitation services, wellness and fitness to all public safety entities in the west valley. Our intent is to grow this clinic and the services it can offer.</p>
2	<p>Describe your role and the role of the City in any Marketing Plan.</p> <p>Marketing plans and ideas will require collaboration with the City. However, the responsibility of execution will be STI's.</p>

Glendale Health Center Organizational Chart



Health Center Billing
 PO Box 43466
 Phoenix, AZ 85080
 623.772.7717
 F) 623.772.7726

Invoice

Date	Invoice #
5/31/2014	103295

Bill To

ACME Fire District
 Attn: Accounts Payable
 12345 S Any Street
 Township, AZ 85000

P.O. Number	Dates of Service
PO-20059-12014	5/1-31/2014

Date	Name	Description	Amount
5/25/2014	Doe, John	Fire Physical-Pre-Placement, Annual TB/PPD test	000.00 00.00
5/25/2014	Smith, James	Urine Drug Screen-up to 134 panel Fire Physical-Pre-Placement, Annual TB/PPD test	00.00 000.00 00.00
5/25/2014	Jones, William	Urine Drug Screen-up to 134 panel Fire Physical-Pre-Placement, Annual TB/PPD test Urine Drug Screen-up to 134 panel	00.00 000.00 00.00 00.00
Total			\$0000.00

REFERENCES

RESPONDENT SUBMITTING PROPOSAL:

ST1 - Urgent Care Extra

1. COMPANY NAME: City of Phoenix
ADDRESS: 135 N. 2nd Ave, Phoenix, AZ 85003
CONTACT PERSON: Debbie Miller
TELEPHONE: (602) 262-4665 E-MAIL ADDRESS: debbie.miller@phoenix.gov
2. COMPANY NAME: Rural Metro Corp / Southwest Ambulance
ADDRESS: 708 W. Baseline Rd., Mesa, AZ
CONTACT PERSON: Tuesday Kramer
TELEPHONE: (602) 655-7399 E-MAIL ADDRESS: Tuesday.kramer@rmetro.com
3. COMPANY NAME: City of Glendale Fire
ADDRESS: 5800 W. Glenn Dr., Ste 350, Glendale, AZ 85301
CONTACT PERSON: Mark Burdick - Chief
TELEPHONE: (623) 772-7191 E-MAIL ADDRESS: mburdick@glendalaz.com
4. COMPANY NAME: Arizona Spine Center
ADDRESS: 333 W. Thomas Rd, Ste 202, Phoenix 85013
CONTACT PERSON: Zoran Maric, M.D.
TELEPHONE: (602) 274-0480 E-MAIL ADDRESS: zmaric1@cox.net
5. COMPANY NAME: City of Tempe
ADDRESS: 20 E. 6th St., 2nd Floor, Tempe, AZ 85281
CONTACT PERSON: Chris Hansen
TELEPHONE: (480) 350-2904 E-MAIL ADDRESS: christopher.hansen@tempe.gov
6. COMPANY NAME: Salt River Pima Maricopa Indian Community
ADDRESS: 10005 E. Osborn Rd., Scottsdale, AZ 85256
CONTACT PERSON: David Bunce - Fire Chief
TELEPHONE: (480) 850-8239 EMAIL ADDRESS: david.bunce@srpmic.gov



April 16, 2013

To Whom It May Concern,

I have worked with STI for approximately 17 years. During this time period they have provided services to multiple clients. I have found their therapy services and customer service to be top notch. Their staff is highly trained and very committed to excellent outcomes as quickly as possible. Injured workers are treated with respect and dignity while following the physician's treatment plan. Their utilization review services are also very valuable in driving the right outcomes.

I appreciate their commitment to patient care and optimal outcomes for all involved parties. I plan to continue working with STI for many years to come and do not hesitate to recommend them.

Sincerely,

Deborah S. Baker
Sr. Vice President
West Region

York Risk Services
5353 N. 16th Street, Suite 250
Phoenix, AZ 85016

480.606.5580 office
800.890.7418 toll free
614.717.6109 fax
602.743.5728 cell

www.yorkrsg.com



City of Phoenix

PERSONNEL DEPARTMENT

Monday, March 26, 2012

To whom it may concern,

Please allow this letter to serve as a professional recommendation for STI Physical Therapy and Rehabilitation. The City of Phoenix has worked with STI since 2010 when they, and their STICare network, were awarded our occupational physical therapy services contract. I have been very pleased with the service STI has provided our injured employees. The injured workers get treated quickly and are provided a high level of service from STI's dedicated care coordinators, through their clinical group.

In addition, we have seen greater in-network access with their wide area network coverage and alliance with Preferred Therapy Providers. Their care coordinators work diligently and professionally to steer injured workers to network clinics. Because of this, we have realized cost savings in our first year of the contract.

STI offers other services that we find useful and valuable as well. These include their ability to create wellness and injury prevention strategies and programs for our various departments. Their knowledge and expertise as it pertains to the full work injury management continuum from injury to return to work is much appreciated.

Please feel free to contact me should you have any further questions.

Sincerely,

A handwritten signature in black ink that reads "Dave Booth".

Dave Booth
Safety Supervisor
City of Phoenix Human Resources Department
(602) 262-4665
(602) 534-3978 fax



Elaine Scruggs
Mayor

Ed Beasley
City Manager

MARK BURDICK
FIRE CHIEF

March 29, 2012

To Whom It May Concern:

It is my pleasure to write this letter as a professional recommendation for Strength Training, Inc. (STI) Physical Therapy and Rehabilitation. In 2009, The Glendale Fire Department started a partnership with STI with the inception of the Glendale Health Center. I have been very pleased with the service STI has provided our injured firefighters. The firefighters get treated quickly and are provided a high level of service from STI's dedicated care coordinators, through their clinical group. In addition, the STI Trainers provide exceptional service, during the functional movement screening portion of the annual firefighter physicals, to not only our firefighters but to the other fire agencies that utilize our Health Center. Prior to 2009, Glendale Firefighters have had a long-standing relationship with the STI Physical Therapists and Training Staff as they have provided top level care for their rehabilitative needs.

In addition, we have seen greater in-network access with their wide area network coverage and alliance with Preferred Therapy Providers. Their care coordinators work diligently and professionally to steer injured firefighters to network clinics. Because of this, we have realized cost savings since our first year of the contract.

STI offers other services that we find useful and valuable as well. This includes their ability to create wellness and injury prevention strategies and programs. Their knowledge and expertise as it pertains to the full work injury management continuum from injury to return to work is much appreciated.

Please feel free to contact me at 623-930-4401 or at mburdick@glendaleaz.com if you have any questions.

Sincerely,

Mark Burdick



City of Glendale Fire Department
5800 West Glenn Drive, Suite 350 - Glendale, Arizona 85301
Office 623-930-4400 - Fax 623-847-5313
"Fast, Caring, Innovative and Professional"





Thursday, March 22, 2012

To whom it may concern,

Please allow this letter to serve as a professional and personal recommendation for STi. I have worked with STi for a number of years and sent countless injured employees to their therapists to resolve on the job injuries because I consistently see positive results in a timely manner. I have also received positive feedback from the injured employees about the type of treatment, caring and quick response they received from STi. What I believe is an even more important testament of my belief in STi is that after my own shoulder surgery I completed my own rehab with STi. I have also had my daughter treat at STi for her own sports related injuries. I continue to use STi for physical therapy services and I look forward to a long partnership in the future.

Ken Davis
Director of Risk & Claims Management
Rural/Metro Corporation
9221 E. Via de Ventura
Scottsdale, AZ 85258



City of Tempe
P. O. Box 5002
20 E. Sixth Street
Tempe, AZ 85280
480-350-8898
480-858-2171-fax
www.tempe.gov



THE TEMPE WAY *Our Mission* To make Tempe the best place to live, work and play. We value People... Integrity... Respect... Openness... Creativity... Quality...

FINANCIAL SERVICES DEPARTMENT
Risk Management Division

April 9, 2012

To Whom It May Concern:

I have been doing business with Strength Training Institute for approximately 15 years and they have always been responsive, professional and flexible in providing services I have requested. Whether I have handled industrial injury cases internally, with an insurance carrier, or with a third party adjuster, STI has been willing to collaborate with all parties involved in providing the best possible services to our injured employees, with a goal of the best possible outcome for all.

In addition to providing physical therapy and rehabilitation services, STI does a fantastic job with their outreach education programs relative to wellness and back injury prevention. They have been well received by our work groups and the information and resources they have provided have been invaluable. We will continue doing business with STI and look forward to any new products or services they have to offer in the future.

Regards,

Laura Guerrero
Risk Manager
City of Tempe
laura_querrero@tempe.gov

ROBERT L. LEVITIN, MD

Phone: (602) 277-9041
robertlevitin@gmail.com

1151 E. Ocotillo Rd.
Phoenix, AZ 85014

EDUCATION

MD	Ohio State University, College of Medicine Columbus, OH	June 1966
BA	Ohio State University, College of Arts and Sciences Columbus, OH	June 1962
DG	Amundson High School Chicago, IL	January 1958

POST-DOCTORAL TRAINING

Residency (<i>Community Health</i>) , Ohio State University College of Medicine, Department of Preventive Medicine Columbus, OH	October 1970– July 1972
Residency (<i>Pediatrics</i>) , Columbus Children's Hospital	July 1970– September 1970
Internship (<i>Rotating</i>) , Mount Carmel Medical Center Columbus, OH	July 1966 – July 1967

MEDICAL LICENSURE

State of California, October 1991
#Co43007

State of Arizona, August 11, 1978
#100732

State of Ohio, June 15, 1966
#29254

State of New Mexico, October 7, 2004
#MD2004-0522

SPECIALTY BOARD CERTIFICATION

American Board of Preventive Medicine in Occupational Health – 1976

ACADEMIC APPOINTMENTS

Associate, Family and Community Medicine Department 1980 – 1991
University of Arizona, College of Medicine

Clinical Instructor, Department of Preventive Medicine 1973 - 1978
The Ohio State University, College of Medicine

AFFILIATED INSTITUTIONS

Arizona Medical Association 1979 – 1991
Member, Occupational Health Committee

Tucson Medical Center 1978 – 1991
Consulting Scientific Staff

St. Mary's Hospital 1978 – 1991
Associate Staff
Tucson, AZ

St. Joseph's Hospital 1978 – 1991
Associate Staff
Tucson, AZ

Alcoholism Council of Southern Arizona 1980 – 1982
Vice President – Board of Directors

Columbus Area Council on Alcoholism 1977 - 1978
President
Columbus, OH

PROFESSIONAL ASSOCIATIONS AND SOCIETIES

American Medical Association

Arizona Medical Association

American College of Occupational and Environmental Medicine
• **Speaker, ACOEM House of Delegates** 1998 – 1999

- **Speaker-Elect**, ACOEM House of Delegates 1997 – 1998
- **Recorder**, ACOEM House of Delegates 1996 – 1997
- **General Conference Chair**, American Occupational Health Conference April 1995
- **Delegate**, ACOEM House of Delegates 1988 – 1997
- **Fellow** 1978

Western Occupational and Environmental Association

- **General Conference Chair**, Western Occupational Health Conference April 2001
- **Chairman of the Board** 1993 – 1994
- **President** 1992 - 1993
- **President-Elect** 1991 - 1992
- **1st Vice President** 1990 - 1991
- **Treasurer** 1989 - 1990
- **Board Member** 1986 - 1989

PROFESSIONAL EXPERIENCE

- Medical Director – STI Physical Therapy** March 2014
- Occupational Health Physician**
Scottsdale Healthcare, Scottsdale, AZ June 2010 – December 2013
 Occupational Health Department
- Medical Director**
Scottsdale Healthcare, Scottsdale, AZ December 2004 – June 2010
 Occupational Health Department
- Medical Consultant**
MATRIX Absence Management, Phoenix, AZ February 2007 – December 2010
- Consultant in Occupational Medicine** November 1997 – December 2004
- *The Boeing Company*, Mesa, AZ
 - *HIH Insurance Company*, Phoenix, AZ
 - *Pinnacle West Corporation*, Phoenix, AZ
 - *CorVel Corporation*, Phoenix, AZ
 - *CompPartners*, Irvine, CA
 - *Scottsdale Healthcare*, Occupational Health, Scottsdale, AZ
- Western Region Medical Director**
Concentra Medical Centers, Phoenix, AZ April 1996 – November 1997
- Medical Director**
Great States Insurance Company, Phoenix, AZ May 1994 – April 1996
- Occupational Medicine Department Chair**
CIGNA Healthcare of Arizona, Phoenix, AZ November 1991 – May 1994

Medical Director,
Mesa Lutheran Hospital, Mesa, AZ
Occupational Medicine Department
January 1991 – November 1991

Medical Director
Occupational Health Center, Tucson, AZ
December 1980 – December 1990

Occupational Medicine Department Chair
Thomas Davis Medical Center, Tucson, AZ
August 1978 – December 1980

Medical Director
Battelle Memorial Institute, Columbus, OH
October 1973 – August 1978

Staff Physician
John W. Wilce Health Center
The Ohio State University, Columbus, OH
August 1972 – October 1973

MILITARY SERVICE

Captain – Medical Corps, United States Air Force
Albrook AFB, Canal Zone
July 1967 – July 1970

ADDITIONAL PROFESSIONAL TRAINING

Medical Review Officer Certification Council

- Medical Review Officer Certification
- Certificate# 11-09196

University of California, Irvine, University Extension
• FHP Medical Management Certificate Program
October 1994 – July 1995

FORMAL TEACHING OF PEERS

Presenter, “24 Hour Managed Care”
American Occupational Health Conference
April 1995

LANGUAGES

English: Native Language

Spanish: Fluent in Oral and Written Communicatio

COMPUTER SKILLS

OHM Proficient

James L. Maher
President and Founder of Strength Training Inc.

Education

- Bachelor of Arts Health and Physical Education
- Extended Studies in Nutrition, Kinesiology and Fire Science

Foundational Years

- Phoenix native, family arrived in Arizona in 1928
- Interest in strength training began very early progressing with extensive study in the areas of health and fitness
- By junior high began developing what would soon evolve into his training philosophy
- Freshman year in high school began training both Glendale High School football players and track team members
- Age 15, won first National Olympic Lifting Championship. This would be the first of three teenage national championship wins culminating in four national records.
- Age 19, member of the Junior World Olympic Lifting Team
- Age 24 and 25, second place finishes in Men's National Power Lifting; Business obligations shortened competitive lifting career

Professional Accomplishments

- 1979 began professional training career at Jon Cole Systems (JCS), an athletic training center in Scottsdale, AZ, working with the Greenbay Packers, Arizona State football team and Phoenix Suns while developing and running the Strength Rehabilitation Area for JCS.
- 1980-1985 Glendale Firefighter
- January 1981, opened the first Strength Training facility
- 1981 began training police and firefighters for the National World Police and Fire Olympics. Over the next five years had numerous world and national championships in track and power lifting.
- 1981 -1991 Trained world class and Olympic athletes in track and field, football and basketball.
- 1982-1987 Strength Consultant for Glendale Community College. Glendale went from a nine year losing streak to four National Championship games and two Regional Championships
- 1983-1991 Strength Consultant for the Phoenix Suns
- 1984-1989 Strength Consultant for Grand Canyon University basketball team, during this time period Grand Canyon had four Final Four appearances
- 1985-1986 developed Anterior Cruciate Ligament and Posterior Crusciate Ligament, *Closed Kinetic Chain Rehabilitation Protocol*, for medical review.
- 1985 officially began development of the Phoenix Fire Department "medical/health/fitness program." Each firefighter goes through different facets of this program during the duration of employment. This program was the number one program in the nation beginning in its second year.

- In the mid-1990's as business continued to grow and expand the day-to-day duties urged a closeout to professional athletic training and to his therapeutic work around 2001
- 2009 assisted in development and operation of Glendale Health Center providing annual physicals and work injury management for fire, police and City of Glendale

Affiliations

- **Governors Council of Health and Physical Fitness**
- **National Strength Coaches Association**
- **Served as Phoenix Fire Dept Liason for the medical/health/fitness program for fire departments around the country**
- **1983-1992 Deputy Boxing Commissioner of AZ**
- **Served as liason for Arizona high schools, colleges and universities strength training and medical advice and information**
- **Served as advisor to the Minnesota Vikings**
- **Served as advisor for Phoenix Police Department in development of their medical health and fitness program**
- **Served as advisor to DEA, DPS, Highway Patrol, Local FBI, Rural/Metro, Tempe, Mesa, Glendale, Peoria an Phoenix fire departments**

Speaking Engagements

- **Arizona Worker's Compensation Claims Examiners**
- **State Fund Board of Directors**
- **Arizona State Coaches Association**
- **Phoenix Fire Department National Seminar for Medical/Health/Fitness**
- **Arizona Trial Attorney's Association**
- **Rehabilitation Insurances Nurses Group**
- **Wellness and Injury Prevention Presentations**
 - **City of Phoenix Departments- Housing, Streets and Waterworks**
 - **City of Surprise**
 - **Daisy Mountain Fire**
 - **City of Tempe**
 - **City of Mesa**

In addition to the daily responsibilities of marketing and administrating this organization, Jim has been and continues to be an innovative leader in the field of strength training, functional rehabilitation and wellness and prevention.

Mark D. Hyland, OTR/L, CHT

Diplomate American Board of Disability Analysts

Education

- University of Alberta, Bachelor of Science in Rehabilitation Medicine: Occupational Therapy emphasis graduated 1989.
- University of Saskatchewan, Bachelor of Science in Psychology: Graduated 1986.
- Trained in the McKenzie Method of Mechanical Spinal Evaluation
- Certified functional capacity evaluator
- Hand Therapy Certification Committee: Certified Hand Therapist, 1996.
- University of Florida: Certified Med-x lumbar and cervical operator, 1992.
- University of Florida: Certified in spinal musculoskeletal evaluation and rehabilitation, 1992.

Work Experience

- *Director of Clinical Operations*, STI Physical Therapy and Rehabilitation, Inc. 1994- present. Responsibilities: Work/Industrial Programs and Hand Therapy, outpatient orthopedics, sports physical therapy, adult rehabilitation, work hardening/conditioning, hand and U/E rehab, functional capacity evaluations, ergonomic job analysis and consultation, interdisciplinary team management, clinical operations, staffing and employee development, physician relations, provider network management, finances, contracting, credentialing and marketing.
- *Utilization and Peer Reviewer Consultant*, Medrisk, May 2009 – current.
- *Utilization and Peer Reviewer Consultant*, Preferred Therapy Providers, April 2011 - current
- *Injury and Disability Management Consulting*, 1993 to Present, ergonomics, job analysis/descriptions, prework screens, functional capacity evaluations, ADA and OSHA compliance, early return to work programs, transitional/modified/light work duty programs, wellness, prevention programs, case management/review
- *Medical-legal and forensic rehabilitation consulting*. Areas of expertise include standards of care for occupational and hand therapy, residual functional capacity and work tolerances following injury, impairment and disability. Experienced as both plaintiff and defense expert 1998 - present.
- *Director*, Arizona Spine Rehabilitation Center, 1991-1994. Responsibilities: Patient care, clinical program development, functional/work capacity evaluation, daily operations, staffing, employee development and productivity, physician relations, business development and marketing.
- *Staff Occupational Therapist*, Therapy Rehabilitation Services, March 1991 to August 1991: outpatient orthopedics, neurological inpatient rehab.

Certifications/Affiliations

- Certified Hand Therapist (CHT)
- ASTYM certified provider
- Diplomate American Board of Disability Analysts (ABDA)
- Progressive Goal Attainment Program (PGAP) provider
- Workwell Work Systems, Certified FCE Evaluator
- American Society of Hand Therapists (ASHT)
- American Occupational Therapy Association (AOTA)
- Charter member Praxis Partners
- International Association of Rehabilitation Professionals (IARPS)
- Licensed by Arizona Board of Occupational Therapy Examiners (#0461)
- National Federation of Independent Business (NFIB), Safety Committee
- City of Phoenix Fire Department
- Arizona Worker's Compensation Claims Association (AWCCA)
- Arizona Self Insured Association (ASIA)
- Arizona Work Disability and Prevention Association charter member (AWDPA)
- CPR Certified

Speaking Engagements/Lecturers/Presentations

- Arizona Trial Lawyers Association 1995
- Rehabilitation Insurance Nurses Group (R.I.N.G) 1996
- Arizona Association of Industry 1997
- American Society of Safety Engineers 1998
- Arizona Worker's Compensation Claims Association 1999
- National Association of Rehabilitation Professional (NARPPS) 1999
- Association of Legal Administrators (ALA) 2000
- Arizona Trial Lawyers Association (2001)
- Arizona Institute of Minimally Invasive Surgery (2001)
- Arizona Worker's Compensation Claims Association (AWCCA) April 03
- Texas Back Institute Annual Educational Conference, February 2004 – *The OT in Work Rehab*
- Scottsdale Healthcare Annual Occupational Health Conference October 2005 – *The Aging Worker – A Risk All Employers Should Not Ignore*
- Workers' Compensation in Arizona, PESI Seminar October 2005 – *When to Consider an FCE*
- Arizona Worker's Compensation Claims Association Feb 2008 – *Rehabilitation Outcomes and Evidenced Based Practice*

Publications

- Phoenix Fire Department, *The Job of Firefighting – An Analysis*, Oct. 1995 (unpublished)
- Arizona Claims Examiner, *When Should You Consider an FCE?*, Sept. 1999.
- Rehab Management, *Patient Compliance in Low Back Pain*, May/June 2000.
- OT Week, *Gaining a Foothold in Industry: Injury Prevention*, Vol. 13, March 1999.
- Rehab Management, *Industrial Expansion: The Story Behind Onsite Industrial Rehab Services*, August/Septemeber 2001.
- Arizona Claims Examiner, *Mercedes or Ford? The Choices We Make in the Managed Care Environment*. April/May 2002.
- PT Products Magazine, featured in cover article Nov. 2005

Awards and Achievements

- May 2002: AOTA Distinguished Service Award.
- July 1999 – June 2002: AOTA Work and Industrial Programs Standing Committee Member.

KEVIN SCOTT LADIN, M.D.

1331 N 7th St., Suite 360
Phoenix, AZ 85006
Telephone: (602) 246-9002

PERSONAL DATA:

Date of Birth: May 9, 1960
Place of Birth: North Miami Beach, Florida
Citizenship: U.S.A.

CURRENT POSITION:

Medical Director
Center for Physical Medicine & Rehabilitation, P.C.
Phoenix, Arizona

EDUCATION:

Post Graduate: Resident in Rehabilitation Medicine
Cornell University Cooperating Hospitals Program
July 1989- June 1992

Resident in Internal Medicine
Albert Einstein Medical Center
York and Tabor Roads
Philadelphia, PA 19141
June 1988-June 1989

M.D.: *Medical College of Pennsylvania*
3300 Henry Avenue
Philadelphia, PA 19129
June 1988

B.S.: *Pennsylvania State University*
University Park, PA 16802
Major: Science, with Honors
May 1984

CERTIFICATION:

Board Certified, American Board of Physical Medicine and Rehabilitation
Board Certified, American Board of Physical Medicine and Rehabilitation, Subspecialty Pain Medicine

CLINICAL ROTATIONS:

Albert Einstein Medical Center
York and Tabor Roads
Philadelphia, PA 19141

Responsibilities: inpatient, ambulatory and critical care medicine; night coverage; extensive ancillary services

New York Hospital – Cornell Medical Center
525 East 68th Street

New York, New York 10021

Responsibilities: inpatient and ambulatory Physical Medicine and Rehabilitation; hospital consultation; pediatric rehabilitation; electrodiagnosis; cardiac rehabilitation; prosthetic and orthotic clinics; resident teaching; night coverage; frequent didactic presentations

Memorial Sloan-Kettering Cancer Center

1275 York Avenue

New York, New York 10021

Responsibilities: ambulatory Physical Medicine and Rehabilitation; pediatric cancer rehabilitation; hospital consultation; lymphedema management program; chronic pain management; frequent didactic presentations

St. Barnabas Hospital

4422 Third Avenue

Bronx, New York 10021

Responsibilities: inpatient and ambulatory Physical Medicine and Rehabilitation; hospital consultations; electrodiagnosis

Lenox Hill Hospital

100 East 77th Street

New York, New York 10021

Responsibilities: Extensive electrodiagnostic studies

PROFESSIONAL MEMBERSHIPS:

American Board of Physical Medicine and Rehabilitation – Diplomate

National Board of Medical Examiners – Diplomate

Fellow, American Academy of Physical Medicine and Rehabilitation

Active Member, American Medical Association

Active Member, Maricopa County Medical Society

Fellow, Physiatric Association of Spine, Sports and Occupational Rehabilitation

RESEARCH AND OCCUPATIONAL BACKGROUND:

September 2013: The Examiner "OPIOIDS: THE GOOD THE BAD & THE EVIL"

September 2003: The Examiner "Pain Management in Workers' Compensation"

September 2001: The Examiner "Challenges in Worker's Compensation: A Physician's Perspective"

Summer 1999: The Medical Reviewer "Fibromyalgia: Controversies in Diagnosis and Treatment"

September 1998: The Examiner "Distinction Between Impairment and Disability in Workers Compensation"

COURSES:

Lower Limb and Spinal Orthotics
New York University Post – Graduate Medical School

Electrodiagnosis
New York Medical College

Conservative Management of Low Back Pain
The New York Back Society

HONORS AND RECOGNITION:

2010 Phoenix Magazine “Top Docs”
2009 Phoenix Magazine “Top Docs”
2005 Phoenix Magazine “Top Docs”
1984: Named “University Scholar” – Pennsylvania State University
1982 - 1984: Special Mention, Honors Biology Research – Pennsylvania State University
“The mechanism of gynandromorph transmission in *Bracon hebetor*”
Alpha Epsilon Delta Honor Society
Dean’s List

PRESENTATIONS: (most recent)

September’12 International Association of Rehabilitation Professionals “Fibromyalgia Syndrome: Current Concepts”

Aug’09-11 *The University of Arizona College of Medicine-Phoenix in partnership with Arizona State University* “Pain: Measurement and Management” PGY III Lecture Series

June’11 Geico “Pain: Measurement and Management”

September’10 Travelers/St. Paul “Pain: Measurement and Management”

May’10 Travelers/St. Paul “Pharmacological Management of Chronic Pain”

September’09 Western Occupational Health Conference “Power Orthopedics: The Spine”
May’09 State of Arizona Department of Energy and Military Affairs Joint Programs “The Independent Medical Evaluation”

March ’09 ADOA Risk Management “The Independent Medical Evaluation”

Feb ’09 Travelers/St. Paul “The PM&R/Pain Physician & Pharmacist”

Oct ’08 Asia Fall Seminar “The PM&R/Pain Physician & Pharmacist”

May ’07 Corvel Corporation “Panel Discussion Case Study”

TEACHING APPOINTMENTS

The University of Arizona, College of Medicine-Phoenix - Clinical Assistant Professor of Neurology
Midwestern University - Adjunct Assistant Professor - Division of Clinical Education

PROFESSIONAL EXPERIENCE:

State Bar of Arizona
 Arbitrator Panelist
 Phoenix, Arizona
 2006

Panel Consulting Physician,
 Department of Economic Security, State of Arizona
 Phoenix, Arizona
 1992 – Present

Associate, Center for Spine Care
 Phoenix, Arizona
 March 1993 – July 1994

Associate Medical Director
 Central Arizona Rehabilitation Hospital
 Chandler, Arizona
 July 1992 – March 1993

House Physician
 Gracie Square Hospital
 New York, New York
 1990 – 1992

House Physician
 Parkway Hospital
 Queens, New York
 1989 – 1991

Emergency Room Physician
 Albert Einstein Medical Center
 Philadelphia, PA
 1988 – 1989

LICENSURE:

Arizona	#20895	Pennsylvania	#MD-046881-L
New York	#179157	Federal DEA	#FL3326976

Certified in Advanced Cardiac Life Support/Basic Life Support

REFERENCES: Available upon request

EXHIBIT B

**Agreement for Occupational Health and Medical Services
EQUIPMENT**

The City will provide and maintain the following equipment:

Type of Equipment	<u>COG inv id</u>	<u>serial no</u>	<u>location id</u>
X-Ray Machine	COG25531	170-11893	GRPSTC H-7
Pulmonary Machine	COG23788	AJS01277	GRPSTC H-15
Hearing Test Machine	COG23779	BC 181 559	GRPSTC H-6
Treadmills 1	COG23780	Q5005279	GRPSTC H-4
Treadmills 2	COG23781	Q5005278	GRPSTC H-5
Vision testing 1		815600299	GRPSTC H-17
Scales 1		4020057900	GRPSTC H-18
Scales 2		4020057905	GRPSTC H-19
Microwave		801TAXT02098	GRPSTC H-32
Refrigerator 1		DR312701	GRPSTC H-13
Refrigerator 2		AR312536	GRPSTC H-32

EXHIBIT C

Agreement for Occupational Health and Medical Services

STAFFING

The procedure for staffing physicians for the day-to-day medical operations of the Health Center shall be the responsibility of Contractor. Contractor may provide staffing as follows:

- a. At least one of the positions, physician/medical director or physician assistant, shall be full time; i.e., full time physician/medical director and part time physician assistant or part time physician/medical director and full time physician assistant.
- b. A pool of no more than four (4) physicians will be assigned to provide coverage for peak work time or relief time, as needed and dictated by work flow. Contractor will seek to provide physicians with a current affiliation with a Level 1 Trauma Facility and access to toxicology referral within one (1) hour of request.
- c. **PHYSICIAN: MEDICAL DOCTOR/DOCTOR OF OSTEOPATHY-MEDICAL DIRECTOR – FULL OR PART TIME (Permanently Assigned)**
 - a. A medical doctor/doctor of osteopathy will act as the medical director of the Health Center and must be qualified and capable of performing the following responsibilities:
 - 1) Director will act as the liaison between the contracted clinical staff the Health Center Deputy Chief and Glendale Human Resources and Risk Management. In addition, the director/doctor will perform baseline physicals; infectious and hazardous exposure examinations; will implement ongoing wellness programs for fire department personnel and City employees; will evaluate industrial injuries, and will serve as the Certified Medical Review Officer (MRO) for the City's drug and alcohol testing program.
 - 2) Responsible for performing all elements of physical examine in accordance with NFPA 1582 and AZ POST.
 - 3) Responsible for performing all elements of City's physicals, pre-employment physicals for City employees and potential employees in "non-safety" sensitive positions and in compliance with DOT and FMCSA.
 - 4) Will perform consultations for City employees and potential employees with infectious exposure to HIV, hepatitis C and B, tuberculosis, and all other infectious exposures.
 - 5) Will interface with City employees and their primary care physicians to assure proper health care.
 - 6) Will develop, update and revise procedures with regard to medical monitoring, fitness maintenance, and stress management as needed.
 - 7) Will participate in research projects regarding public safety and city of Glendale employee health and fitness.
 - 8) Will prepare and present educational materials to public safety and city of Glendale employees for training relating to health and wellness.
 - b. **Minimum Qualifications:**

Must be licensed M.D. or D.O. in the State of Arizona and have a valid ACLS certification. Must demonstrate substantial experience in the following areas: internal medicine, cardiovascular disease, medical toxicology, and occupational medicine. Must be familiar with and have experience working

within the requirements of NFPA 1582, IAFF/IAFC Wellness/Fitness Initiative, AZ POST and OSHA regulations, as well as DOT Drug and Alcohol collection and testing and Industrial Commission of Arizona Rules.

d. **PHYSICIAN ASSISTANT - FULL OR PART TIME (Permanently Assigned)**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will perform baseline physicals; evaluate, treat and follow up on industrial injuries and infectious and hazardous exposures.
- 2) Will support and implement on-going wellness program for fire department personnel and city of Glendale employees.
- 3) Will evaluate lab assessments and stress treadmill to assess fitness for duty for fire fighters in accordance with NFPA 1582.
- 4) Will perform pre-employment physicals for City employees and potential employees.
- 5) Will perform DOT/FMCSA exams and interface with city employees and their primary care physician to assure proper health care.
- 6) Will perform Drug and Alcohol testing for city employees and potential employees in accordance with DOT/FTA and FMCSA.
- 7) Will interface with fire fighters, police officers, and City employees and their primary care physician to assure proper health care.
- 8) Will develop, revise and update health care, policy, and other procedures at the Health Center, as needed.
- 9) Will participate in research projects in public safety and city of Glendale employees health and wellness.
- 10) Will prepare materials a necessary to assist in the health care and fitness training of public safety and city of Glendale employees.

b. **Minimum Qualifications.**

Must be nationally certified through the NCCPA, hold a current Arizona license, have an established DEA number, and be ACLS certified. Must demonstrate substantial experience in the following areas: family practice, occupational medicine, preventive medicine, or sports medicine. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZ POST, OSHA Regulations, and DOT/FTA and FMCSA regulations and Industrial Commission of Arizona Rules.

5. **CLINICAL MANAGER/REGISTERED NURSE - FULL TIME (Permanently Assigned)**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will assist with preparation of charts and management of the flow of patients.
- 2) Will perform back office evaluations, vision, pulmonary function, hearing, and body composition examinations.
- 3) Will perform first aid physicals, evaluate, treat and follow up on industrial injuries
- 4) Will perform phlebotomy and administer medications as needed.
- 5) Will perform resting 12-lead EKS's and stress tests.
- 6) Will assist with infectious exposure consults and follow-ups.

- 7) Will transcribe back office evaluations onto medical records.
- 8) Will assist physicians with data collection for studies.
- 9) Will assist physicians with treatment of medical patients.
- 10) Will assist with maintenance and stocking of medications and medical supply inventory.

b. **Minimum Qualifications.**

Registered nurse in the state of Arizona with experience in occupational medicine, orthopedics and infectious disease. Must be ACLS certified, having two years' experience in treadmill testing, immunizations and schedules. Must be familiar with and have experience working within the requirements of NFPA 1582 and the IAFF/IAFC Wellness/Fitness Initiative, AZPOST, OSHA Regulations, and DOT/FTA and FMCSA Regulations and Industrial Commission of Arizona Rules.

6. **CERTIFIED RADIOLOGY TECHNICIAN (CRT) - FULL TIME (Permanently Assigned)**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will conduct on-site x-rays for annual physicals, urgent care and industrial injuries.
- 2) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- 3) Will be accountable for the ethical, legal and professional responsibilities related to radiology practice and patient confidentiality.
- 4) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.
- 5) Will prepare and maintain accurate documentation.

b. **Minimum Qualifications.**

Must be Board Certified in Arizona with a certification, or diploma, from an approved/accredited school of Radiology Program with a minimum of two year's experience.

7. **MEDICAL ASSISTANT – FULL TIME (Permanently Assigned)**

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will assist with all aspects of physical exams, phlebotomy, vision, hearing, and patient flow.
- 2) Will be accountable for the ethical, legal and professional responsibilities related to patient confidentiality.
- 3) Will monitor and maintain an adequate inventory of supplies and material to ensure non-interruption of services.
- 4) Will prepare and maintain accurate documentation.
- 5) May be responsible for scheduling public safety physicals.

b. **Minimum Qualifications.**

Must have successfully completed a Medical Assistant Program through an accredited Institution with a minimum of two years' experience.

The Medical Assistant could fulfill the role of the receptionist/scheduler. See responsibilities below.

8. RECEPTIONIST/SCHEDULER - FULL OR PART TIME (Permanently Assigned)

a. Must be qualified and capable of performing the following responsibilities:

- 1) Will be responsible for patient's medical and immunization record data entry.
- 2) Will answer telephones.
- 3) Will maintain sign-in log for both medical and industrial patients.
- 4) Will record all patients' visits in the computer.
- 5) Will prepare computerized medical charge sheets.
- 6) Will perform light typing for chart preparation.
- 7) Will verify appointments and prepare charts for physical examines.
- 8) Will assist patients with industrial paperwork
- 9) Will provide via fax industrial injury medical notes and work status information to Human Resources and Risk Management following all industrial visits.
- 10) Will provide via fax a copy of CDL Medical Certification cards to Human Resources and Risk Management.

b. Minimum Qualifications.

Must have a minimum of one year of experience working in a medical office. Ability to type 30 wpm, basic computer skills, ability to handle up to three incoming phone lines and pleasant communications over the telephone. Must have medical back office skills and experience, and the ability to interact professionally with City personnel and medical personnel.

EXHIBIT D

Agreement for Occupational Health and Medical Services

CONFIDENTIALITY AGREEMENT

Confidentiality and Non-Disclosure Agreement

I, _____ do affirm that I will not divulge City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information to any unauthorized person(s) for any reason. Neither will I directly nor indirectly use, or allow the use of, City of Glendale personal health, personal identification, taxpayer, attorney/client or other confidential information, including HIPPA protected information for any purpose other than that directly allowed by statutes, laws, rules and regulations, ordinances, associated with the operation and services provided at the Glendale Health Center. I understand that personal health information, personal identification, taxpayer, attorney/client and other confidential information, including financial data, is strictly confidential.

Furthermore, I will not, either by direct action or by counsel, discuss, recommend, or suggest to any unauthorized person the nature or content of any City of Glendale documents, personal health, personal identification, taxpayer, attorney/client or other confidential information.

Federal and/or state law protects disclosure of personal and health information and taxpayer information. Violation of confidentiality is cause for legal action where you and or your Company can be held personally liable.

I understand that signing this document does not preclude me from reporting instances of breach of confidentiality.


Signed: _____ Date: _____

Printed Name: _____

Company Name: _____

EXHIBIT E

Agreement for Occupational Health and Medical Services
CONTRACTOR PRICE SHEET AND CLARIFYING RESPONSE

	SOLICITATION NUMBER: RFP 14-07 MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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6.1

PRICE SHEET

6.2 SERVICE FEE

ITEM	DESCRIPTION OF SERVICE	COST
1	Appointments Scheduling: Same Day	No Charge
2	Annual Physical Exams	See Attached
3	CBD with Diff (Complete Blood Count)	\$ 14.00
4	CMP (Comprehensive Metabolic)	\$ 10.00
5	Coordinate/Bill Worker Compensation Claims	No Charge
6	DOT/CDL Physical Exams	\$ 45.00
7	DOT/Non-DOT Drug and Alcohol Screens	\$ 35.00
8	AZPOST Drug/Alcohol Screens	\$ 35.00
9	EKG	\$ 50.00
10	Employee Assistance Program referral	No Charge
11	Flu Shots	\$ 25.00
12	Functional Movement Test (Fire/Police) Included in the Fire physicals	\$ 100.00
13	Immunizations & Injections	See Attached
14	Initial Fracture Care	20% off ICA fee
15	IV Hydration	20% off ICA fee
16	Lab Draws/Testing (CLIA)	\$ 15.00
17	Lift Test	\$ 70.00
18	Occupational Therapy	20% off ICA fee
19	On-call Services for Post-Exposure Prophylaxis (PEP)	\$ 50.00 per Call
20	Evaluation and treatment of first aide injury	\$ 25.00
21	Evaluation and treatment of initial workers' comp injury	20% off ICA fee
22	Follow up treatment of workers' comp injury	20% off ICA fee
23	Pharmacy	N/A
24	Physical Therapy	20% off ICA fee
25	PPD (TB Skin Test)	\$ 15.00

Company Name STI



SOLICITATION NUMBER: RFP 14-07
MEDICAL OCCUPATIONAL HEALTH SERVICES
AT GLENDALE HEALTH CENTER

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

ITEM	DESCRIPTION OF SERVICE	COST
26	Pre-employment Physicals	See Attached
27	Prostate Exams	\$ 50.00
28	Auditory Function Tests	\$ 25.00
29	Vision Tests	\$ 10.00
30	Public Safety Physicals (Police & Fire)	See Attached
31	Pulmonary Function Tests	\$ 55.00
32	Radiology (administer in-house, send out for reading)	20% off ICA fee
33	Randomizing of Drug & Alcohol Screens	\$ 50.00
34	Routine Hearing Services (CDL Requirements)	\$ 20.00
35	Routine Vision Services (CDL Requirements)	\$ 15.00
36	Sick Visits	Copay/Coins
37	Spirometry (lung function) (Fire/Police)	\$ 55.00
38	Stress Tests	\$ 150.00
39	Surgical Procedures (Minor: Sutures, etc.)	20% off ICA fee
40	Urinalysis (for CDL, Random, Etc.)	\$ 10.00
41	Walk-In Services: Non-worker's comp	Copay/Coins
42	Feel free to list additional services we have left out.	See Proposal
43	If you have a Lab contract please provide the Lab testing capabilities. List associated pricing, by CPT code, in your Cost Proposal.	Contracted out @ negotiated
44	Please describe your quality assurance program or process.	See Proposal
45	Would you be willing to offer a discount for annual public safety physicals to the Glendale Regional Public Safety Training Center partners? If so, please include the discounted price. (Partners: Avondale Fire, Peoria Fire, Surprise Fire, Glendale Fire/PD, MOCCD)	20% \$ 575.00

6.3 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days

Comply: YES NO

If your answer is NO, please state terms offered: _____

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

Company Name STI

RFP 14-07 Price Sheet Addendum

Physicals

Fire Fighter	\$575
Police-AZ Post baseline	\$360
Police-AZ Post annual	\$280
Police-EOD (new & existing)	\$430
Police-Reserve	\$400
Police-Existing SWAT	\$270
Police-New SWAT	\$430
EMS-NonSworn	\$350
No Show Physical	\$80

Immunizations

Hep A	\$54.00
Hep B	\$51.00
MMR	\$55.00
TdaP	\$40.00
Varicella	\$70.00
Td	\$25.00
Hearing Conservation with audiogram	\$28.00
Review of Respiratory Questionnaire	\$10.00



September 8, 2014

Mr. James Maher
President
Strength Training Inc. DBA STI Therapy Division
17233 N. Holmes Blvd, Suite 1650
Phoenix, AZ 85053-2030

Re: Price Sheet Clarifying Questions
RFP 14-07
Medical Occupational Health Services at Glendale Health Center

Dear Sir:

In order for the City of Glendale to continue its evaluation of your company's proposal, the following must be resolved through clarification. "Clarification" includes questions and answers for the sole purpose of gathering information in a proposal. Clarification does not otherwise afford the offeror the opportunity to alter or change its bid or proposal.

Please respond to these questions on or before 5:00 PM Local Time, September 22, 2014 to avoid delays in the evaluation process. Please email your response to: egarcia1@glendaleaz.com Failure to provide this information within the stated time period may result in your proposal being deemed non-responsive, therefore, not considered for award. If you have any questions/concerns, please contact me. Thank you for your prompt attention to this request.

Sincerely,

Elmer Garcia, CPPB
Contract Analyst
City of Glendale
Finance/Materials Management Dept
5850 West Glendale Avenue, Ste 317
Glendale, AZ 85301
Email: egarcia1@glendaleaz.com



RFP 14-07

**MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER
PRICE SHEET**

Clarifying Questions

(Note: The Clinic will treat all City Employees, not just public safety (Police/Fire))

ITEM	DESCRIPTION OF SERVICE	CLARIFYING QUESTION
2	Annual Physical Exams	<p>Confirm the costs quoted for annual physical exams (non CDL/DOT, nonpre-employment and non-public safety (police and fire) for current employees.</p> <p>For each of the annual physical exam costs quoted, explain what tests are included. Indicate if there are any other costs listed that would be in addition to the price quoted.</p>
3	CBD with Diff (Complete Blood Count)	<p>If this test is included in other services, is the cost in addition to the cost quoted for the other service(s)? Please define (for example, if CBD is needed for fire physicals, would this cost be in addition to the cost quoted for fire physicals)?</p>
4	CMP (Comprehensive Metabolic)	<p>If this test is included in other services, is the cost in addition to the cost quoted for the other service(s)? Please define (for example, if CMP is needed for fire physicals, would this cost be in addition to the cost quoted for fire physicals)?</p> <p>What is included in this cost?</p>
6	DOT/CDL Physical Exams	<p>Are there any other tests that would be in addition to the cost quoted for this exam? If so, explain.</p> <p>Confirm the cost is for all employees (including police/fire) if a CDL exam is required.</p>
7	DOT/Non-DOT Drug and Alcohol Screens	<p>Are there any other tests that would be in addition to the cost quoted for this exam? If so, explain.</p> <p>What is the separate cost for just a drug screen and the separate cost for just an alcohol screen?</p>
9	EKG	<p>Is this cost stand alone and not in conjunction with physicals or any other costs?</p>
13	Immunizations & Injections	<p>What are your costs for the following immunizations:</p> <p>Hemoglobin A1C</p> <p>Hep B Surface Antibody Titer</p> <p>TB Questionnaire-Define what this cost is.</p> <p>If an employee comes in for an immunization, is there any administration charge?</p>
14	Initial Fracture Care	<p>What is the cost for non-work related injuries that do not occur as a result of a workers' compensation injury?</p>
15	IV Hydration	<p>What is the cost for non-work related (not workers' compensation)?</p>
16	Lab Draws/Testing (CLIA)	<p>Clarify what is included in this cost.</p>

		<p>Will all blood draws/testing be charged this cost in addition to any blood draws required in other costs?</p> <p>Will the blood draw/testing be completed on site at the COG clinic?</p>
17	Lift Test	<p>Is the lift test included in other costs where it is required, or is it in addition to?</p> <p>What is the cost for public safety (police-fire) employees?</p> <p>What is the cost for non-public safety employees?</p> <p>Define what is done for this cost.</p>
18	Occupational Therapy	<p>If occupational therapy is needed for non-worked related injury/illness, what is the cost?</p>
19	On-call Services for Post Exposure Prophylaxis (PEP)	<p>Initial Call:</p> <ul style="list-style-type: none"> • 24/7/365 Hotline number? If so, what is the number? • Who is the officer or firefighter speaking with? • What information/service is included when speaking with the officer or firefighter? • If prophylaxis treatment is needed where is the officer/firefighter sent? Is the location open 24/7/365? • Cost of the initial call • Cost of the prophylaxis <p>Baseline testing:</p> <ul style="list-style-type: none"> • If baseline testing of the officer/firefighter cannot wait until the next business day to go to the Glendale Health Center, where would the officer/firefighter go for the baseline? • Is counseling included during the initial visit whether going to the Health Center or another facility? • Cost <p>Follow-up visits:</p> <p>Follow-up visits:</p> <ul style="list-style-type: none"> • Cost for additional follow-up testing • How will you create reminders of follow-up testing to be communicated to the officer/firefighter? <p>Police Department/Fire Department Safety Officers:</p> <ul style="list-style-type: none"> • Do you have a lab that source blood can be taken to by the Safety Officer? • Location(s) • Hours of operation • Will you provide a requisition form that the Safety Officer can utilize when taking in source blood to the lab? • Turnaround time for notification to the Safety Officer regarding source blood results? • Any costs associated with the source blood testing?
24	Physical Therapy	<p>If PT is needed for non-workers' comp what is the cost?</p>
25	PPD (TB Skin Test)	<p>Does the cost quoted include administration and read?</p>
26	Pre-employment physicals	<p>Clarify what is included in this cost for the following: Regular status employees (non police/fire).</p> <p>Will all blood draws/testing be included in this cost or in addition to?</p> <p>Will the blood draw and testing be completed on site at the COG</p>

		clinic? If not, is there additional cost?
27	Prostate Exams	Please explain what type of exam is provided? (for example, a digital rectal exam by provider)?
28	Auditory Function Tests	Does this cost include the initial exam and any re-tests required, please explain. Confirm this cost is for the hearing conservation program for ALL employees.
30	Public Safety Physicals (Police/Fire)	What is the cost for a Fire Fighter Retiree physicals?
31	Pulmonary Function Tests	Confirm the costs quoted include: completing the OSHA respiratory questionnaire, sign off that the employee is medically cleared to wear a respirator, and if not, referral to a specialist for care or additional testing and confirmation employee cleared after specialist, reporting to HR & Risk Management for non-police personnel and to police, as needed.
32	Radiology (administer in-house, send out for reading)	What is the cost if not workers' comp related?
33	Randomizing of Drug & Alcohol Screens	Explain the cost, how it is applied and how each request will be utilized.
34	Routine Hearing Services (CDL Requirements)	If not included in item #6, CDL physicals, explain what is provided for this cost. What is the cost of hearing services provided for non-CDL employees?
35	Routine Vision Services	If not included in item #6 CDL physicals, explain what is provided for the additional cost. What is the cost of routine vision services provided for non-CDL employees?
36	Sick visits	Define what the sick visit basic exam includes and cost. Does the cost include CLIA waived tests?
37	Spirometry (lung function)	Is the cost for the stand alone test in addition to the fire/police/nonpublic safety physicals or is it included? Is this test included in the pulmonary function tests or in addition to?
38	Stress Test	Explain what is included in this test for the cost quoted. Is the cost for this test included in any other service and if so, please list. If the test is included in another service, is this cost in addition to the cost quoted for that service?
39	Surgical Procedures (Minor: Sutures, etc.)	What is the cost if not workers' comp related?
40	Urinalysis (for CDL, Random, Etc.)	Is the price in addition to the CDL physical cost or drug screening cost and explain how this will be charged.
41	Walk-In Services: Non-worker's comp	If an employee does not have a scheduled visit, is there a charge for "walking in" to be seen?
42	Additional services	What are the costs for: Breath Alcohol Confirmation; Breath Alcohol test;

		High Sensitivity Creatin Reactive Protein test; Lead test; and PSA?
43	Lab testing capabilities	Please list the lab tests you are capable of performing in house.

Name of Company: _____
Address: _____
Authorized Signature: _____
Print Name and Title: _____



Response to Price Sheet Clarifying Questions:

**City of Glendale
Materials Management
5850 West Glendale Ave., suite 317
Glendale, Arizona 85301**

**MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH
CENTER
SOLICITATION NUMBER: RFP 14-07**

September 22, 2014

RFP 14-07
 MEDICAL OCCUPATIONAL HEALTH SERVICES AT GLENDALE HEALTH CENTER
 PRICE SHEET

Clarifying Questions

(Note: The Clinic will treat all City Employees, not just public safety (Police/Fire))

2	Annual Physical Exams	<p>Confirm the costs quoted for annual physical exams (non CDL/DOT, Non pre-employment and non-public safety (police and fire) for current employees. For each of the annual physical exam costs quoted, explain what tests are included. Indicate if there are any other costs listed that would be in addition to the price quoted. A Wellness Physical will include: Full System Examination of patient, including review of medical history Full lipid profile CBD, CMP, Hgb A1C Cost: \$125</p>
3	CBD with Diff (Complete Blood Count)	<p>If this test is included in other services, is the cost in addition to the cost quoted for the other service(s)? No Please define (for example, if CBD is needed for fire physicals, would this cost be in addition to the cost quoted for fire physicals)? No</p>
4	CMP (Comprehensive Metabolic)	<p>If this test is included in other services, is the cost in addition to the cost quoted for the other service(s)? No Please define (for example, if CMP is needed for fire physicals, would this cost be in addition to the cost quoted for fire physicals)? No What is included in this cost? if it is a part of an already priced physical there is no additional cost. As a stand-alone the price is \$14.00</p>
6	DOT/CDL Physical Exams	<p>Are there any other tests that would be in addition to the cost quoted for this exam? No If so, explain. Confirm the cost is for all employees (including police/fire) if a CDL exam is required. \$45.00</p>
7	DOT/Non-DOT Drug and Alcohol Screens	<p>Are there any other tests that would be in addition to the cost quoted for this exam? No If so, explain. What is the separate cost for just a drug screen \$30 and the separate cost for just an alcohol screen? \$30</p>
9	EKG	<p>Is this cost stand alone and not in conjunction with physicals or any other costs? Correct</p>
13	Immunizations & Injections	<p>What are your costs for the following immunizations: Hemoglobin A1C \$23 Hep B Surface Antibody Titer \$51 TB Questionnaire-Define what this cost is. \$10, review of annual TB symptoms form for those employees who have tested positive in the past If an employee comes in for an immunization, is there any administration charge? No</p>
14	Initial Fracture Care	<p>What is the cost for non-work related injuries that do not occur as a result of a workers' compensation injury? The price is based on the body part(s) involved. The fracture care will include an office visit, x-ray, & splint). The cost would range form \$150-\$350</p>

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PRICE SHEET

Clarifying Questions

(Note: The Clinic will treat all City Employees, not just public safety (Police/Fire))

15	IV Hydration	What is the cost for non-work related (not workers' compensation)? The price is based on the type& amount of solution required and the amount of time needed to hydrate. The cost would range from \$150-\$450.
16	Lab Draws/Testing (CLIA)	Clarify what is included in this cost. The cost of the draw and the equipment needed to do the draw. Will all blood draws/testing be charged this cost in addition to any blood draws required in other costs? No Will the blood draw/testing be completed on site at the COG clinic? Blood draws will be completed at COG clinic, testing is sent to Sonora Quest labs. Employees can also be drawn at one of the many Sonora Quest lab locations. Specimens can also be collected on-site if needed.
17	Lift Test	Is the lift test included in other costs where it is required, or is it in addition to? It is included What is the cost for public safety (police-fire) employees? \$70 What is the cost for non-public safety employees? \$70 Define what is done for this cost. These are more than just lift tests. They are functional/physical performance tests. There are usually 6-8 events included in the lift test, they are related to positional tolerance and manual handling tasks. They would include Lifting, pushing, pulling, & carrying (x) lbs and be related to the essential job functions per the job description. It would also include grip testing if necessary and a basic musculoskeletal screen.
18	Occupational Therapy	If occupational therapy is needed for non-worked related injury/illness, what is the cost? The cost would be based on the services provided per visit and the CPT codes of the required therapy. The CPT code reimbursement would be based on the BCBS fee schedule.
19	On-call Services for Post Exposure Prophylaxis (PEP)	Initial Call: • 24/7/365 Hotline number? If so, what is the number? Stat Doc number will be set up, it can also be on-line or downloaded as an app to be used on a smartphone. • Who is the officer or firefighter speaking with? Stat Doc Physician on-call • What information/service is included when speaking with the officer or firefighter? Review of situation, determination for the need of testing of the employee and the source, determination of the need to begin prophylaxis. • If prophylaxis treatment is needed where is the officer/firefighter sent? Is the location open 24/7/365? Walgreens • Cost of the initial call \$50.00 • Cost of the prophylaxis Varies depending on type and amount of medications ordered Baseline testing:

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		<ul style="list-style-type: none"> • If baseline testing of the officer/firefighter cannot wait until the next business day to go to the Glendale Health Center, where would the officer/firefighter go for the baseline? Arrangements would be made for blood draw at the nearest hospital. • Is counseling included during the initial visit whether going to the Health Center or another facility? yes • Cost It is included in the initial call <p>Follow-up visits:</p> <ul style="list-style-type: none"> • Cost for additional follow-up testing 20% off ICA fee schedule • How will you create reminders of follow-up testing to be communicated to the officer/firefighter? Place in EMR, schedule reminders to be sent via text, or phone call <p>Police Department/Fire Department Safety Officers:</p> <ul style="list-style-type: none"> • Do you have a lab that source blood can be taken to by the Safety Officer? yes • Location(s) Sonora Quest labs are available valley wide • Hours of operation varies depending on location • Will you provide a requisition form that the Safety Officer can utilize when taking in source blood to the lab? yes • Turnaround time for notification to the Safety Officer regarding source blood results? If ordered stat less than 2 hours • Any costs associated with the source blood testing? yes
24	Physical Therapy	If PT is needed for non-workers' comp what is the cost? The cost would be based on the services provided per visit and the CPT codes of the provided services. The CPT code reimbursement would be based on the SCBS fee schedule.
25	PPD (TB Skin Test)	Does the cost quoted include administration and read? yes
26	Pre-employment physicals	Clarify what is included in this cost for the following: Regular status employees (non police/fire). Lift / functional performance test as required by City of Glendale. Will all blood draws/testing be included in this cost or in addition to? No the cost is for the lift test only Will the blood draw and testing be completed on site at the COG clinic? yes if not, is there additional cost? no
27	Prostate Exams	Please explain what type of exam is provided? (for example, a digital rectal exam by provider)? The exam includes a digital rectal exam, hemocult, and a PSA lab test.
28	Auditory Function Tests	Does this cost include the initial exam and any re-tests required, please explain. yes Confirm this cost is for the hearing conservation program for ALL Employees. yes
30	Public Safety Physicals (Police/Fire)	What is the cost for a Fire Fighter Retiree physicals? \$350.00
31	Pulmonary Function Tests	Confirm the costs quoted include: completing the OSHA respiratory questionnaire, sign off that the employee is medically cleared to

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		wear a respirator, and if not, referral to a specialist for care or additional testing and confirmation employee cleared after specialist, reporting to HR & Risk Management for non-police personnel and to police, as needed. Yes all costs are included.
32	Radiology(administer in-house, send out for reading)	What is the cost if not workers' comp related? There is no additional cost for the send out for reading of the x-ray.
33	Randomizing of Drug & Alcohol Screens	Explain the cost, how it is applied and how each request will be utilized. \$50 for randomization, to run the table randomizer and identify who is required to be called in for testing. \$35 for drug screen supplies, collection, & testing. \$75 For MRO services to confirm any positive results and to report to the designated official as required.
34	Routine Hearing Services (CDL Requirements)	If not included in Item #6, CDL physicals, explain what is provided for this cost. There is no additional cost for hearing services outside of the CDL cost. What is the cost of hearing services provided for non-CDL employees? \$25
35	Routine Vision Services	If not included in Item #6 CDL physicals, explain what is provided for the additional cost. There is no additional cost for hearing services outside of the CDL cost. What is the cost of routine vision services provided for non-CDL employees? \$10.00
36	Sick Visits	Define what the sick visit basic exam includes and cost. Exam by the medical provider, symptom evaluation, vitals & history review \$45. Does the cost include CLIA waived tests? No
37	Spirometry (lung function)	Is the cost for the stand alone test in addition to the fire/police/nonpublic safety physicals or is it included? included Is this test included in the pulmonary function tests or in addition to? included
38	Stress Test	Explain what is included in this test for the cost quoted. Physician monitored Stress test based on Bruce guidelines. Review of findings, referrals to specialist or for additional testing as indicated. Is the cost for this test included in any other service and if so, please list. It is included in FF physical. If the test is included in another service, is this cost in addition to the cost quoted for that service? included
39	Surgical Procedures (Minor: Sutures, etc.)	What is the cost if not workers' comp related? The price is based on the body part and the size of the wound. The cost is based on CPT codes and BCBS reimbursement rates. It ranges from \$100- \$330.
40	Urinalysis (for CDL, Random, Etc)	Is the price in addition to the CDL physical cost or drug screening cost and explain how this will be charged? Included
41	Walk-In Services: Non-worker's comp	If an employee does not have a scheduled visit, is there a charge for "walking in" to be seen? There is no extra charge for a walk in exam.
42	Additional Services	What are the costs for:

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		Breath Alcohol Confirmation; \$50 Breath Alcohol test; \$30 High Sensitivity Creatin Reactive Protein test; \$25 Lead test; \$30 and PSA? \$20
43	Lab testing capabilities	Please list the lab tests you are capable of performing in house. Urine Dip, Strep Swab, Hemocult

EXHIBIT F

Agreement for Occupational Health and Medical Services
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereinafter called the "Principal"), as Principal, and _____, a corporation organized under the laws of the State of _____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Glendale, a municipal corporation in the State of Arizona (hereinafter called the "Obligee"), as Obligee in the amount of _____ Dollars (\$ _____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written contract with the Obligee, dated the _____ day of _____, 20____, whereby Principal agreed to _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that, if Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, with or without notice to the Surety, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all authorized amendments, modifications or exercise of options to said contract that may hereafter be made between the Principal and Obligee, notice of such amendments, modifications or exercise of options to this Surety being hereby waived, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party or any party which recovers judgment on this bond shall be entitled to such reasonable attorney's fees as may be fixed by the Court.

Signed this _____ day of _____, 20 _____.

"Principal"

By: _____

Its: _____

"Surety"

By: _____

EXHIBIT G

Agreement for Occupational Health and Medical Services

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

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

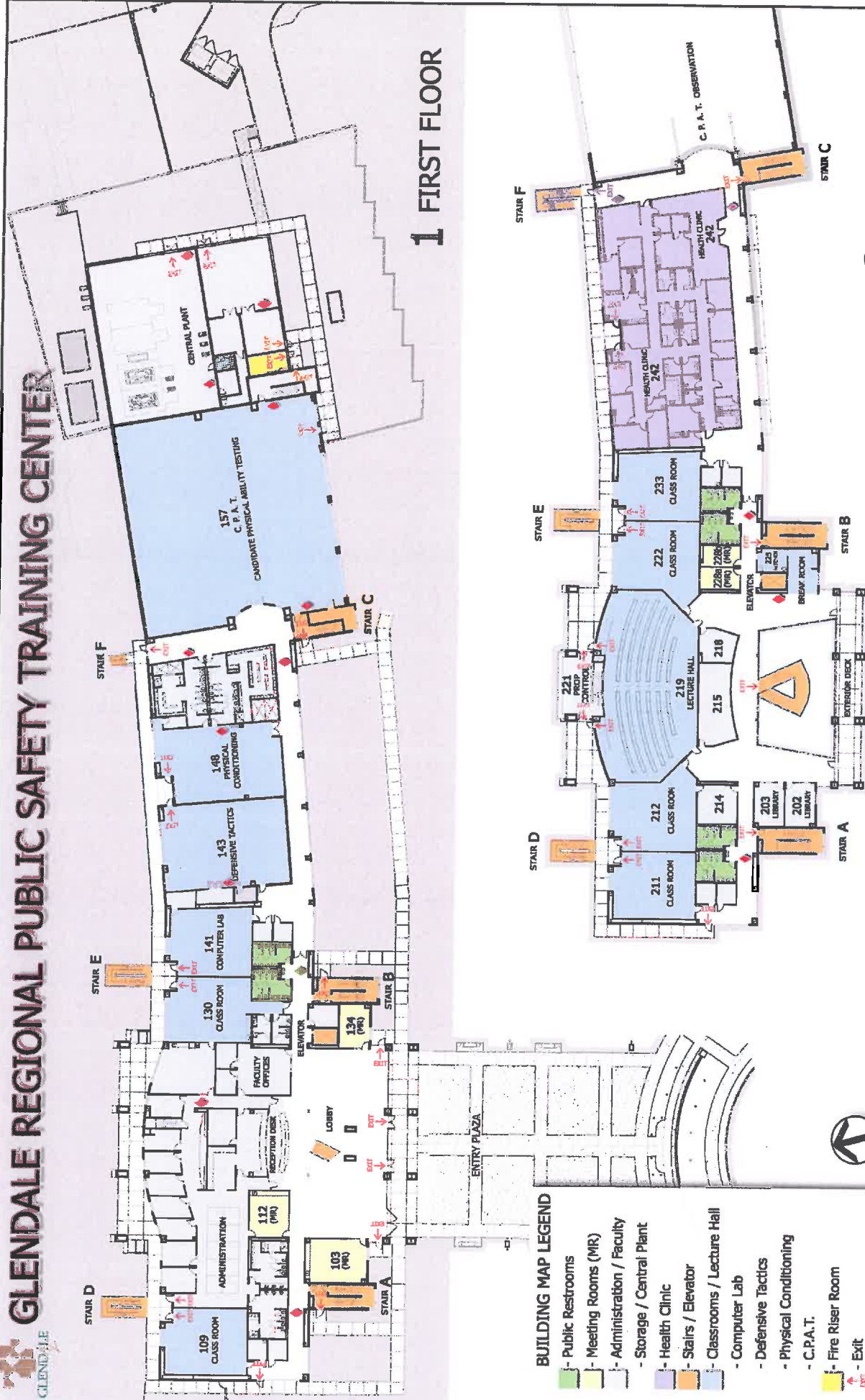
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

MAP A
Agreement for Occupational Health Medical Services

GRPSTC LAYOUT

[See attached]

1 GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER



BUILDING MAP LEGEND

- Public Restrooms
- Meeting Rooms (MR)
- Administration / Faculty
- Storage / Central Plant
- Health Clinic
- Stairs / Elevator
- Classrooms / Lecture Hall
- Computer Lab
- Defensive Tactics
- Physical Conditioning
- C.P.A.T.
- Fire Riser Room
- Exit
- Fire Extinguisher Cabinet



0' 5' 10' 20' 30'

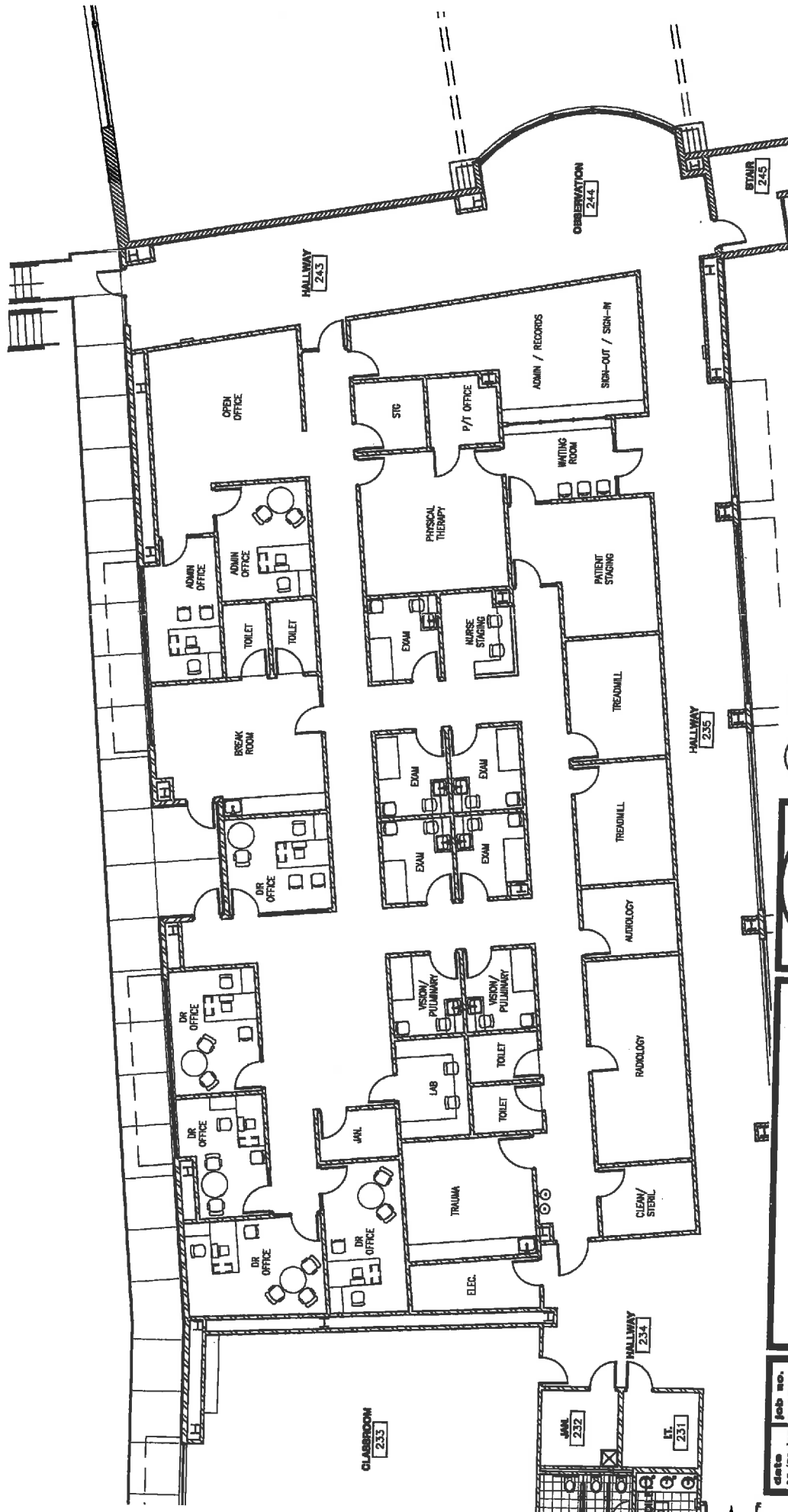


LEA ARCHITECTS

MAP B
Agreement for Occupational Health Medical Services

HEALTH CENTER FLOOR PLAN

[See attached]



1 HEALTH CLINIC - SCHEMATIC LAYOUT
SCALE: 3/32" = 1'-0"

HC-5

GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER
LEA-ARCHITECTS, LLC
 1730 EAST NORTHERN AVENUE PHOENIX, AZ
 ARCHITECTURE PLANNING INTERIORS CONSTRUCTION MANAGEMENT

Date	05/30/07
Job no.	0470
Drawn by	SS
Checked by	R/L/E
SHEET TITLE	



Legislation Description

File #: 15-110, **Version:** 1

Form License Agreement

Staff Contact: Michael D. Bailey, City Attorney

Purpose and Policy Guidance

This is for Council consideration and action on a form license agreement for use of City property.

Background

The City continues to receive requests to utilize city property in advance of and during the Super Bowl. To insure a timely and market-driven response to the requests, the City Attorney's Office has prepared a form license agreement. The form that will be utilized will be a format substantially similar to the one attached.

This request is for a limited duration, to automatically expire February 15, 2015.

LICENSE AGREEMENT

This LICENSE AGREEMENT (“**Agreement**”) is made and entered into by and between the City of Glendale, an Arizona Municipal Corporation (“**City**”) and _____ (“**Licensee**”) (collectively “**Parties**”) to be effective on the date it is fully executed by all Parties.

RECITALS

A. The City is the owner of certain real property located _____, Glendale, Arizona, (“**License Area**”) more fully described in Exhibit A attached hereto and will be licensed for use pursuant to this Agreement.

B. Licensee and City desire for Licensee to use the License Area to provide _____ in accordance with the terms set forth below.

C. Licensee and City desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The above recitals are true and correct and are incorporated into and shall constitute a part of this Agreement.

2. **LICENSE.** The City hereby grants to Licensee the right to use the License Area only for _____ and as otherwise described in § 2.3.d, below (“**Permitted Use**”) and no other use; and, subject to the provisions and conditions of this Agreement:

2.1. **Use.** During the Term of this Agreement, Licensee will have non-exclusive access to the License Area only as described in § 5, “Licensee’s Operations” for the Permitted Use.

2.2. **Project Manager.** Upon execution of this Agreement, City and Licensee will each designate a project manager to coordinate the parties’ performance under this Agreement. Each project manager will devote such time and effort to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City’s project manager will not be exclusively assigned to this Agreement or to work related to the Licensee’s use.

2.3. **Rights, Use Requirements, and Restrictions.**

a. Licensee’s rights under this Agreement are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area.

b. Licensee’s rights under this Agreement are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee’s use of the License Area.

c. Licensee may use the License Area only for the Permitted Use and no other use.

d. Licensee's Permitted Use includes the following:

1. _____.
2. _____.
3. _____.
4. _____.
5. All other uses directly related to _____.

e. Except for enforcement authority vested in the Glendale Police Department or other governmental authority, Licensee shall have the right to set and enforce appropriate rules and guidelines for use of the License Area during the Term.

2.4. "AS-IS" Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice the Licensee has determined to be necessary related to this Agreement, and therefore accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in § 12, including any warranties or representations by the City as to its condition or fitness for any use. Licensee's acceptance of the License Area "as is" shall not include the acceptance of any latent dangerous or hazardous condition that is not discoverable upon inspection.

2.5. Limitation on Grant. The Parties do not by this instrument intend to create a lease, easement, or other real property interest or vest with Licensee any real property interest in the License Area and nothing express or implied in this Agreement grants Licensee any right or authority to enter, occupy, or use any property that is not solely owned by the City and fully described herein.

2.6. Rights Reserved.

- a. Licensee acknowledges that its use of the License Area is subject and subordinate to the City's use of the License Area, including use of the License Area for _____.
- b. City may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.

3. **TERM.**

3.1. License Period. This Agreement shall commence on _____ 20__ ("**Commencement Date**") and end on _____ 20__ ("**Term**"), unless terminated earlier as provided in this Agreement. The Effective Date of the License Agreement shall be the date it is fully executed by all Parties.

3.2. Surrender of Possession.

- a. Upon the expiration or termination of this Agreement, the Licensee's right to occupy the License Area and to exercise the privileges and rights granted by this Agreement cease, and it must surrender and leave the License Area in as good condition as it was provided to Licensee, including removal of personal property from the License Area, and removal of any paper, litter or trash.

- b. If Licensee fails to remove any of its property upon expiration or termination of this Agreement, it will have a grace period of ____ days in order to cause such removal, after which such property will become a part of the License Area and ownership will vest in the City. Alternatively, the City may, at the Licensee's expense, have the property removed after such __-day period.

3.3. Hold-Over. In the event Licensee continues to occupy the License Area after the expiration or termination of this Agreement, such hold-over does not constitute a renewal or extension of this Agreement and in no case may the hold-over exceed ten (10) business days.

4. **LICENSE FEES**. For its right to use the License Area, the City accepts the following consideration as full remuneration for the Licensee's use in accordance with the License Agreement to be paid on or before the Commencement Date of this agreement:

4.1. Licensee shall pay a sum of _____ (\$_____.00) for use of the License Area.

4.2. _____.

5. **LICENSEE'S OPERATIONS**.

5.1. Generally.

- a. Licensee must at all times have on-call and at the City's access an active, qualified and experienced representative to supervise the Permitted Use and who is authorized to act for the Licensee in matters pertaining to all emergencies and the operation of the Permitted Use. Licensee will provide the City with the name and 24-hour telephone number for the Licensee Project Manager.
- b. Licensee, at all times during the Term of this Agreement, must operate and maintain the License Area in a clean and orderly condition and use commercially reasonable care in the use of the License Area so as not to constitute a nuisance, jeopardize the public safety, sell or distribute alcohol or illegal drugs, permit nudity, or allow any other unlawful activity.
- c. The Licensee is responsible for obtaining and paying for all utilities necessary to support the Permitted Use of the License Area.
- d. Licensee will procure, at its sole cost, any license, permit or approval of any governmental agency having jurisdiction over the License Area necessary for the Permitted Use of the License Area ("**Governmental Approvals**"). Licensee's obligations under this Agreement shall be subject to receipt of all Governmental Approvals. Each Party will cooperate with the other in good faith to obtain the Government Approvals, and City will promptly execute all applications and other documentation necessary for Licensee to obtain the Governmental Approvals. Licensee shall reimburse City within ten (10) days for any penalties or fines resulting from Licensee's failure to comply with any Governmental Approvals.

5.2. Improvements and Services.

- a. _____.
- b. _____.
- c. _____.
- d. Licensee's Contractors

Licensee may use contractors and suppliers in its reasonable discretion in the performance of Improvements and Services. Licensee shall ensure that the Licensee's contractor/s performing work at the License Area maintain the minimum insurance requirements identified in this License Agreement. The insurance policies shall be endorsed to contain the City of Glendale, its officers, officials, employees, and volunteers as an additional insured in connection with its Permitted Use and Improvements and any other work or operations.

1. Licensee's Improvements must be designed and materials and labor purchased at the Licensee's sole expense. In the event Licensee or its Contractors cause damage to City owned property, the Licensee is responsible for reporting the claim to the applicable insurance company.
2. In no event is the City obligated to compensate Licensee or any contractor or supplier in any manner for any of the Licensee's Improvements or other work performed by Licensee or any contractor in connection with the Permitted Use or during or related to this Agreement.
3. Licensee must timely pay for all labor, materials, and work, and all professional and other services related to its operations within the License Area, and will defend, indemnify and hold harmless the City against all related claims caused, in whole or in part, by Licensee and no liens against the License Area shall be permitted.
4. All work performed on the License Area by Licensee or any sub-contractors must be performed in a workmanlike manner, as reasonably determined by the City, and will be diligently pursued to completion and in conformance with all building codes and similar rules.

5.3. Insurance.

- a. Licensee and any and all Contractors shall procure and maintain until all obligations have been discharged the minimum insurance requirements as outlined below in connection with its Permitted Use and Improvements and any other work or operations in the License Area. The insurance requirements contained herein are minimum requirements and in no way limit the indemnity covenants contained in the License. The City in no way warrants that the minimums are sufficient to protect Licensee or its Contractors as they are free to purchase additional insurance as they deem necessary.

Minimum Insurance Requirements

1. Workers' Compensation Insurance as required by the State of Arizona with Statutory Limits. This policy shall include Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease.

2. Commercial General Liability Insurance on an occurrence basis that includes property damage, fire damage legal liability, bodily injury, personal and advertising injury, products and completed operations and contractual liability with limits not less than \$2,000,000 per occurrence, \$4,000,000 aggregate and \$100,000 fire damage liability.
 3. Automobile Liability Insurance that includes bodily injury and property damage for any owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000.
- b. Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Arizona with an AM Best rating not less than A-, VII by AM Best.
 - c. The General and Automobile liability policies shall contain or be endorsed to contain the City of Glendale, its officers, officials, and employees as additional insureds with respect to liability arising out of Licensee's Permitted Use and Improvements and any other work or operations in the License Area. To the extent that City volunteers are utilized to perform work or operations in the License Area, with the prior consent and agreement of Licensee, then Licensee will name such volunteers as additional insured with respect to the General and Automobile liability policies.
 - d. Licensee's insurance coverage shall be primary insurance with respect to the City, its officers, officials, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Licensee's insurance and shall not contribute with it.
 - e. As commercially reasonable and at any time, City's Risk Manager may alter the requirements above or determine additional insurance is necessary for Licensee's operations.
 - f. Notice of Cancellation. 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.
 - g. Licensee and any and all Contractors shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language providing the required insurance coverage. All certificates and endorsements are to be received by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee'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.
 - h. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to make reasonable efforts 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.
 - i. Notices to the City. The Licensee will provide the City, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations.

6. **DAMAGE OR DESTRUCTION.** The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence or fault of the City or its officers, employees or agents.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

7.1. Licensee will defend, indemnify and hold harmless the City, its officers, officials, and employees, and agents (collectively, the “City”) from and against any and all losses, damages, claims, actions, liabilities for bodily injury or personal injury (including death) or loss or damage to tangible or intangible property (collectively, “Claims”) of whatever nature, including reasonable attorney’s fees, court costs, expert witness fees, costs of litigation or expenses, cost of claim processing and investigation, caused in whole or in part that arise out of any act or omission of Licensee or its agents, employees and invitees (collectively, “Licensee”) in connection with Licensee’s, or related to Licensee’s owners, officers, directors, agents or contractors, Permitted Use and operations in the License Area and that result directly or indirectly in any type of injury to or death of any person or the damage to or loss of any property, or that arise out of Licensee’s use, activities or operations, including the failure of the Licensee to comply with any provision of this Agreement (collectively “Licensee’s Conduct”).

- a. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault or gross negligence of City, be defended and indemnified by Licensee against any and all Claims arising out of Licensee’s Conduct. Licensee will be responsible for primary loss investigation, defense and judgment costs where the indemnification is applicable. City will give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this section, although timing of such notice will not diminish Licensee’s duty to defend and indemnify unless such timing actually prejudices Licensee’s ability to defend or Licensee’s legal rights and remedies thereunder, and the Licensee will have the right to compromise and defend the same to the extent of its own interest.
- b. City shall cooperate with Licensee and its counsel in such defense.
- c. City may, but does not have the duty to, participate in the defense of any Claim with attorneys of the City’s selection and at the City’s sole cost without relieving the Licensee of any obligations hereunder.
- d. Licensee’s obligations under this Agreement survive any termination of this Agreement or the Licensee’s use or activities in the License Area.
- e. In consideration for the use of the premises, the Licensee agrees to waive all rights of subrogation against the City, its officers, officials, employees, and agents arising from Licensee’s use, activities, operations or occupancy of the premises.

7.2. **Limitation of Liability.** In no event is either party liable or obligated to the other party or any third party for any special, incidental, exemplary, consequential, punitive or indirect damages regardless of the form of action, whether under theory of contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of any such damages in advance. The foregoing limitation on liability shall not apply to claims for which a party is obligated to provide indemnity under this Agreement, claims arising from fraud, gross negligence or willful misconduct of a party, claims for breach of confidentiality, or claims of infringement of intellectual property rights.

7.3. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. **TAXES AND LICENSES.**

8.1. Licensee must 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 License Area under authority of this Agreement, including any such tax assessable on the City.

8.2. Licensee must, at its own cost, obtain and maintain in full force and effect during the Term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

9. **RULES AND REGULATIONS.** Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its use and construction activity or operations on the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee must display to the City, upon request, any permits, licenses or other evidence of compliance with all laws.

10. **TERMINATION.**

10.1. For Cause.

- a. Either party may terminate this Agreement in the event that the other party breaches this Agreement and fails to promptly remedy such breach within forty-eight (48) hours after receipt of notice from the other party. Notice must be made to either party's Project Manager, which notice may be verbal if provided on-site at the License Area to the other party's representative but must be followed up with an email to the other party's Project Manager documenting the deficiency.
- b. In the event either party fails to perform any of its obligations under this Agreement and such failure continues for forty-eight (48) hours and will impair the Permitted Use of the License Area, either party shall, in addition to all other rights and remedies available, have the right, but not the obligation, to perform the obligations of the offending party and collect from such, or set-off against amounts otherwise due, all sums actually expended to effect such cure.
- c. Licensee may terminate this Agreement in the event of any of the following and, if such an event occurs, the City will process a refund for the amount of the License Fee paid, but will not be liable for any other damages:
 1. Prior to the use of the License Area Licensee reasonably determines that the License Area is no longer technically compatible for its use or that it does not intend to use the License Area for its intended purposes.
 2. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the License Area.
 3. The License Area becomes unusable as a result of inclement weather or other Act of God.

4. Licensee cannot obtain the required licenses or permits or it becomes, in Licensee's sole and reasonable discretion, unduly burdensome or cost prohibitive to obtain such licenses or permits.
 5. _____.
- d. The City may terminate this Agreement and seek damages in the event of any of the following:
1. The failure of Licensee to perform any of its obligations under this Agreement, provided that Licensee fails to remedy this failure within forty-eight hours of receiving written notice from the City of said failure.;
 2. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of receipt of actual notice by the Licensee.
 3. If the Licensee at any time and for any reason fails to maintain all insurance coverage required by this Agreement, alternatively, and at its sole discretion, the City may secure the required insurance at the Licensee's expense which will be immediately due and payable.
11. **DEFAULT.** Failure by a Party to take any authorized action upon default by the other party of any of the other party's breach of a term, covenant, condition or obligation of this Agreement, or the failure to declare any default or breach immediately upon occurrence thereof or delay in taking any action in connection therewith, shall not waive such default or breach or such covenant, term, or condition or any subsequent default or breach thereof.
12. **CITY'S REPRESENTATIONS AND WARRANTIES.** The City represents and warrants to the Licensee that:
- 12.1. It has the full right, power, and authority to execute this Agreement;
 - 12.2. The City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
 - 12.3. The City shall deliver the License Area to Licensee on the Commencement Date free and clear of any equipment, personal property, trash, plant material and debris.
 - 12.4. The City will not take any action inconsistent with Licensee's use of the License Area during the Term of this Agreement.
 - 12.5. The City has not and will not contract with, authorize or permit any vendors, merchants, lessees or other third parties to have access to or make any use of the License Area during the Term of this Agreement.

13. **HAZARDOUS WASTE.**

- 13.1. Licensee must not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the License Area subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances.
- 13.2. Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services.
- 13.3. Licensee must defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the License Area.
- 13.4. Licensee must promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.

14. **PARTIES' PERSONNEL.** Each party's personnel are, and shall at all times remain, employees or contractors of such party, and each party shall exercise control over the conduct of their personnel and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance.

15. **INDEPENDENT CONTRACTOR.** Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Licensee is strictly an independent contractor subject to no control by City other than as expressly provided herein.

16. **NOTICES.** Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To City: City of Glendale
Attn: Brenda S. Fischer, City Manager
5850 W Glendale Avenue
Glendale, AZ 85301
Email: Citymanager@glendaleaz.com

with copy to: City of Glendale
Attn: Michael D. Bailey, City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301
Email: mbailey@glendaleaz.com

To Licensee: _____

with copy to: _____

- 16.1. Either party may designate in writing a different address for notice purposes pursuant to this section.
- 16.2. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the party.
17. **ASSIGNMENT.** Neither Party may assign or sublease any of its interest, rights, or obligations of this Agreement hereunder without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer without the necessary consent will be void.
18. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.
19. **IMMIGRATION LAW COMPLIANCE.**
- 19.1. Licensee, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.2. Any breach of warranty under this section above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 19.3. City retains the legal right to inspect the papers of Licensee or subcontractor employee who performs work under this Agreement to ensure that Licensee or any subcontractor is compliant with the warranty under this section.
- 19.4. City may conduct random inspections, and upon request of the City, Licensee must provide copies of papers and records demonstrating continued compliance with the warranty under this section. Licensee agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 19.5. Licensee agrees to require any subcontractor to warrant their compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.6. Licensee's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 19.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
20. **CONFLICTS.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

21. **GOVERNING LAW; CHOICE OF FORUM.** This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.

22. **MISCELLANEOUS.**

22.1. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement.

22.2. The parties have participated jointly in the drafting of this Agreement, and agree that it shall be interpreted, applied, and enforced according to the fair meaning of its terms and not be construed strictly in favor or against either party, regardless of which party may have drafted any of its provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

22.3. No provision of this Agreement may be waived or modified except by a written agreement signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of each party, and its successors and assigns.

23. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

EXECUTED to be effective on the date the agreement is fully executed by all Parties.

CITY OF GLENDALE, an Arizona municipal corporation

Brenda S. Fischer, City Manager

Date: _____

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

_____, a _____
corporation

By:

Its:

Date: _____

STATE OF _____)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ in his/her capacity as authorized representative of _____.

Notary Public

My Commission Expires:
